



## TERMS AND CONDITIONS – CRITEO SERVICE

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These Terms and Conditions and Country Schedule (“Terms”) are between Criteo SA and the Client and apply to the provision of the Criteo Service. Criteo SA enters these Terms on behalf of itself and other Criteo affiliates, some of whom may provide certain services and invoicing as further detailed in these Terms.

### 1-Definitions and Interpretation

<b>Agreement</b>	means these Terms and associated Insertion Order placed by the Client.
<b>Aggregated Client Data</b>	means data collected by Criteo for the purpose of providing the Service for the Client that can no longer be linked to the Client i.e. Client Data that does not identify or permit identification of a client.
<b>Banner</b>	means any ad promoting the products and/or services of the Client, which will be optimised by the Criteo Technology.
<b>Client Content</b>	means images, graphics, text, data, links or other creative elements supplied by the Client to Criteo (by data feed or otherwise) for inclusion in Banners.
<b>Client Data</b>	means data that Criteo collects through Criteo tags on the Client’s properties which includes any information that can be attributed to a user via cookies or other technologies that record events related to users’ activity on Client’s properties (such as the number of pages viewed, the products the user viewed, user searches).
<b>Criteo Data</b>	means data related to the Criteo ad serving activity such as the number of ads displayed to users and aggregated client data that does not identify or permit identification of a client.
<b>Criteo Network</b>	means a network of publishers on supported interactive properties whose identity is unknown to the Client and administered at the sole discretion of Criteo for display of Banners.
<b>Criteo Service or Service</b>	means the service chosen by the Client in the Insertion Order.
<b>Criteo Sourced Data</b>	means aggregated data provided by third parties independently of the provision of the Criteo Service to the Client and may include publisher data.
<b>Criteo Technology</b>	means Criteo’s performance display advertising technology allowing it to serve the right ad to the right user at the right time.
<b>Cross-Devices Linking</b>	means the action of associating of two or more browsers and/or applications/devices, used, or likely used, by the same user.
<b>Data</b>	means Client Data, Criteo Data and Criteo Sourced Data.
<b>Insertion Order</b>	means a Client order which indicates the type of service chosen, the duration of the Service, the budget, the price and any other particular condition.
<b>Target Audience</b>	means users on the Criteo Network who will be targeted with relevant performance advertising banners based on the Criteo Technology.

**2-Setting up the Service:** The Client will comply with the technical requirements and specifications of the Criteo Service together with any other requirements and specifications Criteo may specify in writing from time to time, for example in respect of providing and improving other Criteo products and services which the Client may be interested in receiving. These technical specifications may include the following operations: (i) including software code, tags and cookies supplied by Criteo on the Client’s properties (including on its websites and, if applicable, email newsletters); (ii) supplying Criteo with catalogue files of the Client’s products and/or services to be included in Banners; and (iii) supplying Criteo with the Client’s



logos and other Client Content to be displayed in Banners. The Client shall be solely liable for performing these operations. Criteo does not warrant any dates (if any) stated in the Insertion Order. When setting up an advertising campaign the Client shall select the Target Audience for the campaign which shall determine the Criteo affiliate that delivers the Criteo Service. Multiple campaigns may be delivered by multiple Criteo affiliates. Furthermore, the Client shall comply at all times with Criteo's policies that include its privacy policy and advertising guidelines <http://www.criteo.com/en/legal/terms-and-conditions-criteo-service>. The Client acknowledges that these policies may be updated from time to time to reflect Criteo's practices and new products/services. In the event of any material change to these policies, Criteo shall communicate these changes in advance. Criteo has a Code of Business Conduct and Ethics available on its corporate website.

**3-Banner Display:** The Client acknowledges and accepts that the Banners are displayed on the Criteo Network and that Criteo has an absolute discretion as to where (and how often) the Banners will be displayed and how priority is to be governed between different clients. The Client acknowledges that Banners may be displayed next to banners of its direct or indirect competitors. Criteo reserves the right to make changes to the Criteo Technology and/or to cease or not commence display of Banners without notice or compensation to the Client. Criteo uses commercially reasonable efforts not to display Banners on websites or other media that are of pornographic, defamatory, obscene or illegal nature. In the event Client notifies Criteo in writing that Banners are being displayed on such media, Criteo will promptly remove the Banners.

**4- Measurements and Performance Report:** Criteo measures, through its servers, the number of impressions and/or clicks and/or other metrics necessary for calculating the charges under the Agreement. The Client accepts that Criteo's measurements are final and shall prevail over any other measurements. Criteo grants the Client access to an online interface to access statistics on a daily basis and control its account. Statistics are updated with a maximum delay of 48 hours. Any modifications made and approved (either by the Client or upon the Client's instruction) –including, but not limited to, budget adjustments or pausing a campaign, are solely the Client's responsibility and the Client shall be liable for any costs incurred as a result of modifications. The Client gives permission for Criteo to make modifications on its behalf in accordance with any specific instructions communicated in writing (including, but not limited to, CPC ranges, minimums and maximums and key campaign outcomes). Furthermore, the Client is responsible for the use and storage of its personal and confidential password and ID and shall immediately notify Criteo in writing of any loss or involuntary disclosure thereof.

**5-Invoicing and Payment:** The Client minimum investment (if applicable) for setting up the Criteo Service is defined in the Insertion Order. Criteo retains the right, in its sole discretion, to request prepayment from a Client, as specified in the Insertion Order. The Criteo Service will be charged on the basis in the Insertion Order and will include the cost of the Criteo Service. The Client will receive monthly invoices from the Criteo entity delivering the Criteo Service. In the event that there are multiple ad campaigns, Criteo shall provide multiple invoices in different currencies. Criteo does not guarantee that the budget set up in the Insertion Order will be reached. Unless specified otherwise in the Country Schedule or Insertion Order, the Client shall pay all amounts due, without set-off, within 30 days from the invoice date. All payments to Criteo shall be made in the currency of the invoice, and are quoted exclusive of any applicable tax which shall be payable at the time and in the manner required by law. Criteo shall be entitled to charge interest and recovery costs on overdue amounts as specified by the relevant law or as set out in the Insertion Order. Any claim on the invoice can only be raised within one month of receipt. Unless stated otherwise in the Insertion Order, all invoices shall be payable solely by the Client.

**6-Intellectual Property:** Each Party remains sole owner of the intellectual property rights it owned prior to the execution of the Agreement. Criteo is the sole owner of all intellectual property rights in and to the Criteo Technology and Criteo Data. Client is the sole owner of all intellectual property rights in and to the Client Data. The Client authorizes Criteo: (i) to collect, use, analyze and process the Client Data, to combine the Client Data with Criteo Data and Criteo Sourced Data and to perform the Service for the Client; (ii) to improve Criteo Technology, Criteo Service and other Criteo products, programs and/or services, including, for example, Criteo's email marketing service, with Aggregated Client Data; and (iii) to disclose Client Data if required by law. For the duration of the Agreement, the Client grants Criteo (including Criteo affiliates) a worldwide, royalty-free, non-transferable license to use, reproduce and represent the Client trademarks and logos, and to display, reproduce, represent the Client Content of the Banners: (a) on the Criteo Network; (b) on all documentation promoting the Criteo Service. Criteo shall seek prior authorization from the Client for any press release using the Client's name, logos and/or trademarks. The Client shall not modify or attempt to modify the code or otherwise reverse engineer or create derivative works of any aspect of the Criteo Technology.

**7-Warranties and indemnities:** Except as set out in this clause, Criteo gives no warranty or condition, express or implied, with respect to any matter and, in particular, but without limitation, expressly disclaims any warranties or conditions of non-infringement or the quality or fitness for any particular purpose of the Criteo Technology, the Criteo Network or any Service provided under the Agreement. The Client warrants and represents to Criteo that: (i) it has the right, power and authority to enter into this Agreement and perform its obligations as set out herein; (ii) it has the right to provide the Client Content to Criteo for publication, without infringing any rights of any third party including, without limitation, intellectual property rights; (iii) the Client Content complies at all times with all applicable laws, statutes, statutory instruments, contracts, regulations, advertising and marketing codes of practice in any of the jurisdictions where Banners are displayed; (iv) the Client Content does not contain any material that is obscene, defamatory or contrary to any applicable law or



regulations and does not give access via hyperlinks to any property containing material that is obscene, defamatory or contrary to any applicable law or regulation; (v) it shall not provide any personal data, via its data feed or otherwise, pursuant to applicable data protection laws; (vi) any information provided under the Agreement is true, accurate, complete and current; and (vii) it shall comply with all relevant laws and regulations including any guidelines or policies as made available by Criteo. The Client shall defend, indemnify, and hold Criteo harmless from and against any third-party suit, proceeding, assertions, damages (direct or indirect), cost, liability, and expenses (including court costs and legal fees), incurred as a result of any breach of this clause 7 or of any claim which if true would be a breach of this clause.

**8-Liability:** To the maximum extent permitted by applicable law, neither party shall be liable for any special, indirect, incidental, consequential, punitive or exemplary damages in connection with the Agreement, even if said party has been advised of the possibility of such damages. Neither party shall have any liability for any failure or delay resulting from any event, beyond the reasonable control of that party including, without limitation fire, flood, insurrection, war, terrorism, earthquake, power failure, civil unrest, explosion, embargo, strike (force majeure event). Client acknowledges and accepts that the price paid by Client takes into account the risks involved in this transaction and this represents a fair allocation of risk. For the avoidance of doubt, nothing in this Agreement excludes or limits either Party's liability for fraud, gross negligence, death or personal injury or any other matter to the extent such exclusion or limitation would be unlawful. Save for the indemnity in clause 7 above, to the maximum extent permitted by applicable law, each Parties' liability under the Agreement, for whatever cause, whether in contract or in tort, or otherwise, will be limited to general/direct money damages and shall not exceed the amount corresponding to the last 6 months invoiced to the Client.

The Client acknowledges and accepts the risk that third parties may generate impressions, clicks or other actions affecting the charges under the Agreement for fraudulent or improper purposes. Criteo shall have no responsibility or liability to the Client in connection with any third party click fraud or other improper actions that may occur.

**9-Privacy:** The Client acknowledges and accepts it will include said code and tags on its properties (including, if requested in writing by Criteo or specified in the technical specifications referred to in clause 2 above, on its email newsletters and websites). Any data received by Criteo via said tags will be used for performing the Criteo Services, enhancing the Criteo Technology and/or providing and improving any other Criteo products or services which the Client may be interested in receiving from time to time. Criteo will collect and use such data in accordance with applicable laws and regulations, including but not limited to laws governing privacy and data protection. The Client undertakes to include on its properties (i) a privacy policy that includes a link to the Criteo privacy policy and when legally compulsory (ii) appropriate notice and choice mechanisms that comply with relevant laws and regulations. When notices are legally required they should indicate prominently to users (i) that by continuing to browse on Client properties, they consent to cookie (or other tracking technologies) dropping for the purpose of serving targeted advertising; and (ii) allow users to learn more and object to Criteo's Services. When applicable, the Client undertakes to disclose that data may be collected and or shared with Criteo for Cross Device Linking purposes. Each Banner will include a link to Criteo's Privacy Policy page ([www.criteo.com/us/privacy-policy](http://www.criteo.com/us/privacy-policy)) that will include information for users on how to disable Criteo Service (and insert an "opt-out" link).

**10-Term and Termination:** The Agreement shall apply as from the date of the Insertion Order and shall expire (i) on the date stated in the Insertion Order; or (ii) on the date when the total budget chosen by the Client (and as set out in the Insertion Order) is exhausted. Without prejudice to any other rights and remedies, either Party may terminate the Agreement with immediate effect by written notice to the other Party: (a) if the other commits a material breach of any of its obligations under the Agreement and in the case of a remediable breach, fails to remedy it within seven (7) days of the date of receipt of notice from the other specifying the breach and requiring it to be remedied; or (b) on the occurrence of a force majeure event that has continued for a minimum period of two months; (c) to the extent permitted by applicable law in the event that either Party becomes insolvent, goes into liquidation, appoints an administrative receiver or analogous proceedings under relevant local law. Expiration or termination (for any reason) of the Agreement shall not affect any accrued rights or liabilities which either Party may then have nor shall it affect any clause which is expressly or by implication intended to continue in force after expiration or termination.

**11-Confidentiality:** Each Party undertakes that it will not at any time disclose to any person not explicitly mentioned in this Agreement, except its professional representatives or advisors or as may be required by law or any legal or regulatory authority, the terms and conditions of this Agreement or any confidential information concerning the business or affairs of the other Party (including the other Party's affiliates) which is disclosed to it by the other Party. If such disclosure is required by law or any legal or regulatory authority, the Party required by the authority shall give the other Party written notice of such disclosure as soon as possible prior to making the disclosure and upon request, shall assist the other Party in obtaining a protective order or other relief.

**12-No Assignment:** The Client shall not without Criteo's prior written consent assign at law or in equity, sub-license or deal in any other manner with the Agreement or any rights under the Agreement, or sub-contract any or all of its obligations under the Agreement or purport to do any of the same.



### **13-Miscellaneous**

- (i) Criteo reserves the right to modify the Terms at any time. The Terms are effective as soon as they are available online at the following link: <http://www.criteo.com/en/legal/terms-and-conditions-criteo-service>. They shall automatically apply to each Insertion Order or Insertion Order renewal concluded after the modifications.
- (ii) Unless specified otherwise in the Country Schedule, this Agreement shall be governed by French law and the Parties submit to the exclusive jurisdiction of the courts of Paris in respect of any dispute or matter arising out of or connected with the Agreement.
- (iii) The Agreement may be amended only by a written agreement executed by an authorized representative of each Party. The Parties acknowledge and accept that electronic format shall be deemed an acceptable means of communication for the execution or sending of an Insertion Order or to modify the terms of an Insertion Order including its renewal. All notices will be addressed to the contact information set forth in the Insertion Order executed between the Parties.
- (iv) The Client's placing of an Insertion Order implies full acceptance by the Client of the Terms notwithstanding any term to the contrary that may be contained in any of the Client's documentation, in particular in any purchase order. The Terms and each Insertion Order, constitute the Agreement. If there is any contradiction between the Terms and Insertion Orders, the Insertion Orders shall take precedence in relation to the Criteo Service.
- (v) The Agreement constitutes the complete and entire agreement between the parties and shall supersede any and all other prior understandings, commitments, representations or agreements, whether written or oral, between the parties.
- (vi) If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or enforceability shall no effect the other provisions of the Agreement which shall remain in full force an effect.
- (vii) This Agreement is available in various different language versions. However, in the event of any dispute between different language versions of these Terms the English language version shall prevail.
- (viii) In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law, be deemed to be or construed as a waiver of that or any other right, so as to bar the enforcement of that, or any other right, power privilege, claim or remedy, in any other instance at any time or times subsequently.
- (ix) Unless specified otherwise in the Agreement, no third party shall have any rights or obligation under the Agreement.



## Country Schedule

If there is any contradiction between the Terms and Conditions and this Country Schedule, the Country Schedule shall take precedence in relation to the Criteo Service.

The Criteo entity that provides the Criteo Service under the Agreement shall depend upon the audience selected by the Client. Said Criteo entity shall also provide invoices to Client in accordance with clause 5 and shall bear all related risks and obligations. Criteo SA does not perform business development or commercial negotiations with the Client. Each local Criteo entity, as may be relevant, gives a mandate to Criteo SA to conclude the Agreement on their behalf.

The law that is applicable to the Agreement and the courts that have exclusive jurisdiction in relation to any dispute or matter arising out of or connected with the Agreement shall depend upon the Criteo entity delivering the Criteo Service. Further details are set out in the table below. In addition, additional terms either replace terms in the main Terms or supplement them.

### Advertising campaigns running in: Japan

**The Criteo Service shall be provided by:** Criteo KK  
**Law governing the Agreement shall be:** Japanese law  
**Courts having exclusive jurisdiction of disputes:** Courts of Japan

Advertising campaign running in: Singapore, Hong Kong, Malaysia, Thailand, Taiwan, Vietnam Philippines, Indonesia, Lao People's Democratic Republic, Brunei, Myanmar, Cambodia, Bangladesh, Bhutan, Macao, Nepal, Pakistan, Sri Lanka

**The Criteo Service shall be provided by:** Criteo Singapore Pte. Ltd  
**Law governing the Agreement shall be:** Singaporean law  
**Courts having exclusive jurisdiction of disputes:** Courts of Singapore

### Advertising campaigns running in Korea

**The Criteo Service shall be provided by:** Criteo Korea  
**Law governing the Agreement shall be:** Korean law  
**Courts having exclusive jurisdiction of disputes:** Courts of Korea

Advertising campaigns running in: Germany, Austria, Poland, Albania, Algeria, Armenia, Azerbaijan, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Georgia, Greece, Hungary, Israel, Jordan, Kazakhstan, Kyrgyzstan, Liechtenstein, Macedonia, Malta, Moldova, Montenegro, Romania, Serbia, Slovakia, Slovenia, Tajikistan, Ukraine, Uzbekistan

**The Criteo Service shall be provided by:** Criteo GmbH  
**Law governing the Agreement shall be:** German law



**Courts having exclusive jurisdiction of disputes:** Courts of Munich

**Additional or specific provisions that shall apply to the Agreement:**

**8-Limitation of liability:** Criteo is liable without limitation (i) for damages caused by willful misconduct or with gross negligence by Criteo, its legal representatives or executive staff and other assistants in performance; (ii) for personal injury, damage to health and death caused intentionally or as a result of gross negligence on the part of Criteo, its legal representatives or assistants in performance, and (iii) for damages caused by the absence of guaranteed characteristics and damages relating to product liability. Criteo is liable for damages resulting from the breach of primary contractual obligations by Criteo, its legal representatives or other assistants in performance; primary contractual obligations are such basic duties which form the essence of the Agreement and which were decisive for the conclusion of the agreement and its performance. If Criteo breaches its primary obligations through simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by Criteo at the time the respective service was performed. Criteo shall not be liable for breaches of non-primary obligations through simple negligence.

Advertising campaigns running in: Russia,

**The Criteo Service shall be provided by:** Criteo LLC

**Additional or specific provisions that shall apply to the Agreement:**

For any campaign taking place in Russia, the Client acknowledges that a separate Agreement (Insertion Order and Terms and Conditions) will be signed directly with Criteo LLC.

Advertising campaigns running in: Brazil

**The Criteo Service shall be provided by:** Criteo do Brasil

**Law governing the Agreement shall be:** Brazilian law

**Courts having exclusive jurisdiction of disputes:** Courts of Sao Paulo

**Additional or specific provisions that shall apply to the Agreement:**

Criteo shall send the Client a monthly invoice ("Nota Fiscal") reflecting the amount owed by the Client to Criteo. The Nota Fiscal sets out the amount due for the service delivered during a calendar month ("Invoicing period"). The Client shall pay the amount set out in the Nota Fiscal on the last working day of the calendar month following the end of the invoicing period (end of a calendar month).

For campaigns running in Brazil, the Nota Fiscal will be quoted in Brazilian Reais and will be raised in Brazilian Reais. Therefore, the Client shall remit the payment in Brazilian Reais to Criteo account.

The amount due by the Client are quoted exclusive of any tax which shall be payable at the time and in the manner required by law. Any claim on the Nota Fiscal can only be raised within one month of receipt.



Advertising campaigns running in: Australia,  
New Zealand

**The Criteo Service shall be provided by:** Criteo PTY  
**Law governing the Agreement shall be:** Australian law  
**Courts having exclusive jurisdiction of disputes:** Courts of Australia

Advertising campaigns running in: Netherlands, Belgium, Luxembourg

**The Criteo Service shall be provided by:** Criteo BV  
**Law governing the Agreement shall be:** Dutch law  
**Courts having exclusive jurisdiction of disputes:** Courts of Amsterdam

Advertising campaigns running in: France, Switzerland, Ireland , Andorra, French Polynesia, Monaco, New Caledonia,

**The Criteo Service shall be provided by:** Criteo France  
**Law governing the Agreement shall be:** French law  
**Courts having exclusive jurisdiction of disputes:** Courts of Paris

Advertising campaigns running in: Spain and Portugal

**The Criteo Service shall be provided by:** Criteo Espana  
**Law governing the Agreement shall be:** Spanish law  
**Courts having exclusive jurisdiction of disputes:** Courts of Madrid

Advertising campaigns running in: Denmark, Finland, Norway, Sweden, Estonia, Faroe Islands, Greenland, Iceland, Latvia, Lithuania, Svalbard and Jan Mayan

**The Criteo Service shall be provided by:** Criteo Frankrike Filial Norden  
**Law governing the Agreement shall be:** French law  
**Courts having exclusive jurisdiction of disputes:** Courts of Paris

Advertising campaigns running in Italy, San Marino and Holy See

**The Criteo Service shall be provided by:** Criteo SRL  
**Law governing the Agreement shall be:** Italian law  
**Courts having exclusive jurisdiction of disputes:** Courts of Milan



**Additional or specific provisions that shall apply to the Agreement:**

Pursuant to section 1341, par. 2, of the Italian Civil Code, the Client accepts specifically the following clauses of the Criteo Terms and Conditions: clause 5 (Invoicing and Payment); clause 7 (Warranties and Indemnities); clause 8 (Liability); clause 13(ii) (Jurisdiction).

Advertising campaigns running in: United Kingdom, Antarctica, Gibraltar, Guernsey, Isle of Man, Jersey

**The Criteo Service shall be provided by:** Criteo Limited  
**Law governing the Agreement shall be:** English law  
**Courts having exclusive jurisdiction of disputes:** Courts of London

Advertising campaigns running in: United States, Canada, Venezuela, Peru, Ecuador, Dominican Republic, Costa Rica, Uruguay, Panama, Puerto Rico, Guatemala, Bolivia, Paraguay, El Salvador, Jamaica, Honduras, Haiti, Nicaragua, Trinidad and Tobago, Bahamas, Mexico, Argentina, Colombia, Chile

**The Criteo Service shall be provided by:** Criteo Corp  
**Law governing the Agreement shall be:** Laws of California  
**Courts having exclusive jurisdiction of disputes:** Courts of Santa Clara county

Advertising campaigns running in: China

**The Criteo Service shall be provided by:** Criteo Advertising (Beijing) Co., Ltd.  
**Additional or specific provisions that shall apply to the Agreement:**

For any campaign taking place into China, the Client acknowledges that a separate Agreement (Insertion Order and Terms and Conditions) will be signed directly with Criteo Advertising (Beijing) Co., Ltd.

Advertising campaigns running in: Turkey

**The Criteo Service shall be provided by:** Criteo Reklamcılık Hizmetleri ve Ticaret A.Ş.  
**Law governing the Agreement shall be:** Laws of Turkey  
**Courts having exclusive jurisdiction of disputes:** Courts of Istanbul

**Additional or specific provisions that shall apply to the Agreement:**

“Clause 5 shall be amended by inclusion of the following:





In the event that the Client is domiciled in Turkey, the following terms shall apply: (i) in relation to a capped Insertion Order, the stamp tax will be declared and paid by Criteo and fifty percent (50%) of the stamp tax will be charged to the Client within 30 days of signature, (ii) in relation to both capped and uncapped Insertion Orders, the maximum duration of said Insertion Order shall be one month which may be extended by the Client giving notice to Criteo (for the avoidance of doubt such notice may be via email with valid sent/receive receipt). In the event that the Client is domiciled outside of Turkey, the following terms shall apply: (i) in relation to a capped Insertion Order, Criteo shall be liable for any stamp tax expenses, (ii) in relation to both capped and uncapped Insertion Orders, the maximum duration of said Insertion Order shall be one month which may be extended by the Client giving notice to Criteo (for the avoidance of doubt such notice may be via email with valid sent/receive receipt).

Advertising campaigns running in: United Arab Emirates, Afghanistan, Angola, Bahrain, Botswana, Congo, Cote d'Ivoire, Cameroon, Algeria, Egypt, Ethiopia, Gabon, Ghana, Iraq, Jordan, Kenya, Kuwait, Lebanon, Libya, Morocco, Madagascar, Mauritius, Mozambique, Namibia, Nigeria, Oman, Qatar, Rwanda, Saudi Arabia, Senegal, Swaziland, Tunisia, Tanzania, Uganda, Yemen, South Africa, Zambia, Zimbabwe

**The Criteo Service shall be provided by:** Criteo MEA FZ LLC, a limited liability company established in the Dubai Technology, Electronic Commerce and Media Free Zone in accordance with Law Number 1 of 2000 of the Emirate of Dubai. Registered office: Premises 401, Floor 04, Lost Office No. 02, Dubai, UAE.

**Law governing the Agreement shall be:** UAE law as applicable in the Emirate of Dubai

**Courts having exclusive jurisdiction of disputes:** UAE courts of the Emirate of Dubai

**Additional or specific provisions that shall apply to the Agreement:**

Clause 6 of the Terms and Conditions shall be replaced as follows: "6 – Intellectual Property: Each Party remains sole owners of the intellectual property rights it owned prior to the execution of the Agreement. Criteo is the sole owner of all intellectual property rights in and to the Criteo Technology and Criteo Data. Client is the sole owner of all intellectual property rights in and to the Client Data. Unless prohibited under UAE laws, the Client authorizes Criteo: (i) to collect, use, analyze and process the Client Data, to combine Client Data with Criteo Data and Criteo Sourced Data and to perform the Service for the Client; (ii) to improve Criteo Technology, Criteo Service and other Criteo products, programs and/or services, including, for example, Criteo's email marketing service, with Aggregated Client Data; (iii) to disclose Client Data if required by law. For the duration of that Agreement, the Client grants Criteo (including Criteo affiliates) a worldwide, royalty-free, non-transferable license to use, reproduce and represent the Client trademarks and logos, and to display, reproduce, represent the Client Content of the Banners: (a) on the Criteo Network; (b) on all documentation promoting the Criteo Service. Criteo shall seek prior authorization from the Client for any press release using the Client's name, logos and/or trademarks. The Client shall not modify or attempt to modify the code or otherwise reverse engineer or create derivative works of any aspect of the Criteo Technology.

Advertising campaigns running in India

**The Criteo Service shall be provided by:** Criteo India Private Limited. Registered office: Ground Floor and First Floor, M-4, South Extension II, New Delhi, India.

**Law governing the Agreement shall be:** Applicable Indian Laws

**Courts having exclusive jurisdiction of disputes:** New Delhi

**Additional or specific provisions that shall apply to the Agreement:**

**Clause 5 shall be amended by adding the following:**

The stamp duty on all agreements entered into with Criteo and its affiliates for the Indian campaign, as applicable, shall be declared and paid by Criteo, and fifty percent (50%) of the stamp tax will be charged to the client within thirty (30) days of the execution of such agreements.

Where, under provisions of the Indian Income-tax Act, 1961 (as may be amended from time to time and the relevant rules thereunder or any other act governing taxes on Income as may be applicable in force) or a similar law of another country if applicable, the Client is required to deduct or withhold any amount, whether as tax or howsoever called, the Client shall deduct or withhold the specified amount or rate from any amount payable to Criteo.



The Client shall pay over or deal with any amount so deducted or withheld in accordance with the provisions of such applicable law. Where the Client makes any such deduction or withholding, the Client shall provide Criteo with a Certificate for tax withheld (Form 16A or any such other form/ documentation as maybe applicable) or other evidence in respect of such deduction or withholding within such time as applicable. In the event where the Client has withheld any such amount in accordance with the applicable law providing for the deductions but does not provide such certificate or evidence of withholding tax and the Criteo is required to pay such tax, the Client shall reimburse Criteo to the extent it had withheld tax.

Invoice to be issued will be as per the requirements of the applicable law and in a currency as determined by Criteo.

All present and future indirect taxes (including but not limited to service tax and swachh bharat cess) as applicable on the offerings of Criteo shall be charged by Criteo to the Client in addition to the amounts due for provision of its offerings.

**The following dispute resolution provision shall be added to the Agreement:**

All disputes or difference relating to any of the matters set out in the Agreement shall be referred to a sole arbitrator to be jointly appointed by the parties. The seat of the arbitration shall be New Delhi and the venue shall be New Delhi.

**Version 2.2**

**Last updated: 22 April 2016**