



CRITEO SPECIFIC TERMS OF SERVICE

Commerce Growth Service

These Criteo Specific Terms of Service are incorporated into the Agreement under which Criteo has agreed to provide Criteo Services to Partner. Specific terms described below will be applicable only to the Services selected by Partner.

Capitalized terms used but not defined in the Criteo Specific Terms of Service have the meaning given to them in the Criteo Umbrella Terms of Service.

1. Services Description

This Service can be utilized for media buying capabilities covering acquisition, (acquiring new customers) and/or retention (retaining existing customers), including advertising objectives. Marketing strategy and associated Criteo set-up can be implemented on a campaign, and if applicable, ad-set level.

Partner can independently switch between acquisition and retention campaigns during the execution of Criteo Services.

Service can be made available by Criteo to Partner on the following modes of delivery (which can be used independently or jointly):

Self-service: Partner can create, manage and end campaigns to fulfil its marketing needs directly in the Criteo Platform, with standard online support and educational content accessible within the Criteo Platform. Under limited circumstances, specific personal support may be provided by Criteo, at its sole discretion.

Managed service: Partner retains access to and control over their campaigns (including online material). Under this mode, Criteo may provide varying levels of specific personal support, at its sole discretion. For example, without limitation: account planning, campaign setup and management, creative services, technical or analytics services. Partner approval (in the form of written email) is required for authorization of new campaigns, budgets and budget modifications.

Without prejudice to the foregoing, Partner is informed and acknowledges that some Criteo Services may be derived from Partner's needs and eligibility which shall be determined by Criteo, at its sole discretion. Additionally, Criteo reserves the right to apply automation tools to simplify the types of campaigns and configuration(s), to maximize campaign performance.

2. Pricing and payment

Partner can manage its budget directly on the Criteo Platform.

Partner can select the type of results it aims to achieve, including but not limited to driving visits, conversions, revenue or video views.

Partner can select methods of controlling cost(s), through:

- 1) Budget, where a target result is maximized while aiming to spend the full budget.
- 2) Target, where results are optimized to target a specified KPI (e.g., target cost-per-order), or
- 3) Manual management of bids to balance costs and results.

Partner can manage budgets with controls to determine a maximum spend threshold, including how often budgets renew, and how budgets are paced over time.



3. Additional terms

3.1. Termination for convenience: Each Party may terminate the Agreement at any time, without penalties or indemnities, by registered letter or email with acknowledged receipt and with five (5) business days prior notice. The suspension or termination of a campaign can be done by the Partner itself via its access to the Criteo Platform or, if requested by the Partner, by the Criteo teams. The prior notice period shall be invoiced to the Partner.

3.2. Ads display: Partner acknowledges and accepts that the Ads are displayed on the Criteo Network and that Criteo, or the relevant partner (as the case may be), has absolute discretion as to where and how often the Ads will be displayed and how priority is to be governed between different partners. In the event Partner notifies Criteo in writing that Ads are being displayed on media that do not comply with the supply partner guidelines, Criteo will promptly remove the Ads from such media.

3.3. Social networks: Criteo may offer Partner with the possibility to extend the Ad(s) to some social networks' inventories. Such delivery of Ads might be subject to those social network inventories' terms and policies which are solely under their control and responsibility. When Partner expressly activates that option, Partner is thus giving authority to Criteo to accept any applicable third-party set of terms and conditions or policies on Partner behalf and necessary to deliver that Service. The list of applicable documentation will be made available to Partner in the User Interface (UI). Partner is expressly informed that this may also trigger the need for Criteo to send some event data (including identifiers such as hashed emails) and product catalog information, which will always be done in accordance with Criteo privacy policy. In case of conflict, the Agreement with Criteo should supersede.

3.4. Privacy: For the purpose of the provision of this Service by Criteo and the application of the Data Protection Agreement ("DPA"), the Service shall be considered as a Joint Controller Service (as defined in the DPA) and the Parties shall comply with the relevant provisions of the DPA (Sections I and II).

