This page contains the most up-to-date Amazon DSP Agreement. Current Customers, .

Last updated: December 29, 2023

This Amazon DSP Agreement (the "**Agreement**") contains the terms and conditions that govern access to and use of the services and tools offered or made available through the Amazon DSP (defined below) and is made among Amazon, Customer, and each Advertiser on whose behalf Customer acts as agent in connection with the Amazon DSP. This Agreement includes any insertion orders between Customer, Advertiser, and Amazon that incorporate this Agreement by reference (each, an "**IO**"). "**We**," "**us**," "**our**," and "**Amazon**" mean the applicable Amazon Contracting Party and any of its applicable Affiliates. "**Customer**," "**you**," and "**your**" mean the undersigned entity registering for and using the Amazon DSP, on its own behalf and, where applicable, as agent on behalf of any Advertisers (defined below). If Customer is using the Amazon DSP on its own behalf as an advertiser, including purchasing Ad Units (defined below) as principal, references to Advertiser in this Agreement will be deemed to be references to Customer for such use. Other capitalized terms have the meanings assigned in this Agreement, including as listed in Section 14 of this Agreement.

BY REGISTERING FOR OR USING THE AMAZON DSP, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS OR OTHER LEGAL ENTITY YOU REPRESENT): (A) AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING THE PLATFORM POLICIES (DEFINED BELOW); (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF USING THE AMAZON DSP AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT; AND (C) HEREBY REPRESENT AND WARRANT THAT YOU ARE LAWFULLY ABLE AND AUTHORIZED TO ENTER INTO THIS CONTRACT ON YOUR BEHALF AND ON BEHALF OF THE RELEVANT BUSINESS OR ENTITY WHERE APPLICABLE. ALL INDIVIDUAL USERS REGISTERING FOR OR USING THE AMAZON DSP ON BEHALF OF A BUSINESS OR OTHER LEGAL ENTITY THEY REPRESENT: (A) ACKNOWLEDGE AND AGREE THAT SUCH BUSINESS OR OTHER LEGAL ENTITY WILL HAVE FULL ACCESS TO AND AUTHORITY OVER INFORMATION CONTAINED IN YOUR AMAZON DSP ACCOUNT (INCLUDING AND NOT LIMITED TO: ORDER HISTORY, CHANGE LOGS, ADDRESSES, PAYMENT DETAILS, AND OTHER PERSONAL DATA ASSOCIATED WITH YOUR AMAZON DSP ACCOUNT) AND (B) HEREBY AGREE TO RELEASE AMAZON FOR ANY AND ALL LIABILITY FOR ANY OF YOUR DSP ACCOUNT INFORMATION PROVIDED TO OR USED BY YOUR ORGANIZATION, THE ADMINISTRATOR(S) OF YOUR ORGANIZATION, AND ANY OTHER USERS ASSOCIATED WITH YOUR ORGANIZATION.

1. Amazon DSP.

1.1 General. During the Term and subject to the terms of this Agreement, we will make the Amazon DSP available to Customer, including a variety of tools and services that enable Customer to purchase, manage, and receive reporting on the delivery of Ads on Publisher Properties. To use the Amazon DSP, Customer will need to provide Platform Materials to us. We reserve the right to determine and control all aspects of the Amazon DSP, as well as the right to re-design, modify and remove or discontinue offering any or all services and features offered

through the Amazon DSP at any time at our sole discretion. Although certain services or features of the Amazon DSP may be offered without charge, we reserve the right to charge for any feature or service provided through the Amazon DSP at any time upon notice to Customer (including via email or through the user interface of the Amazon DSP).

1.2 License to Amazon DSP.

1.2.1 License Grant. Subject to compliance with the terms of this Agreement, we hereby grant to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide right and license during the Term to access and use the Amazon DSP in accordance with the terms and conditions of this Agreement and the Platform Policies. Customer will not allow or facilitate any third party (excluding Customer's campaign management service provider ("Account Manager") approved in advance by Amazon (email sufficient)) to access or use the user interface of the Amazon DSP. Any such Account Manager may only access or use the Amazon DSP on Customer's behalf and Customer shall be fully liable for all acts and omissions of such Account Manager or any other third party acting on behalf of Customer.

1.2.2 Restrictions. Customer will not, directly or indirectly, (a) copy, modify, damage, translate, reverse engineer, decompile, disassemble, reconstruct, or create derivative works of the Amazon DSP or any portion of the Amazon DSP; (b) breach, disable, tamper with, or develop or use (or attempt) any workaround for any security measure of the Amazon DSP; (c) use any device, software, or routine to interfere or attempt to interfere with the proper working of the Amazon DSP or any activities conducted on our servers; (d) improperly alter or tamper with any information or materials on or associated with the Amazon DSP; (e) use the Amazon DSP in a way, or in connection with any content, that violates any Law, or infringes or misappropriates the rights, including privacy and Intellectual Property Rights, of any third party, or is false, misleading, invasive of another's privacy, defamatory, obscene, threatening, libelous, slanderous, abusive, or hateful; or (f) except as expressly permitted in the Agreement, rent, lease, sell, transfer (by sublicense, assignment, operation of law, change in control or otherwise), time share, distribute, publish, use to provide service bureau services, or publicly display the Amazon DSP.

1.2.3 No Implied Licenses. Except as expressly set forth in this Agreement, nothing in this Agreement or the performance thereof, or that might otherwise be implied by Law, will operate to grant either party any right, title or interest, implied or otherwise, in or to the Intellectual Property Rights of any other party. Each party expressly reserves all Intellectual Property Rights not expressly granted hereunder. Without limiting the generality of the foregoing and subject to the rights granted under this Agreement and other rights available under applicable Law or other signed agreements among the parties, as between Amazon, on the one hand, and Customer and Advertiser, on the other hand, we retain ownership of the Amazon DSP. This Agreement does not limit the rights and permissible uses that either party would have independent of this Agreement, including rights under the Laws applicable to Intellectual Property Rights.

1.3 License to Ads. Each of Customer and Advertiser hereby grants to us a non-exclusive, non-transferable, sublicensable (to Affiliates and Publishers), royalty-free, worldwide right and

license in its Platform Materials to operate the Amazon DSP and to perform our obligations under this Agreement, including to use, reproduce, transmit, distribute, store, copy, modify (solely as permitted in Section 1.4), publicly perform and display the Ads on Publisher Properties, and to license Publishers to do the same (other than to modify the Ads).

1.4 Modification of Ads. We may modify Ads and Ad tags (a) to include the Advertising Options Icon as described at https://youradchoices.com/, the OBA Icon as described at http://www.edaa.eu/, or the DAAC icon as described at http://youradchoices.ca/, as applicable, (b) to make non-material changes (e.g., size or formatting) that do not change the substance or content of such Ads, or (c) as otherwise permitted by Law or agreed to by the parties. Any other modification to Ads apart from those expressly permitted under the clauses (a) – (c) in the immediately preceding sentence will require Customer's authorization, including through opt-in or not exercising opt-out rights of which Customer has been given notice (email sufficient).

1.5 Rejection or Removal of Ads. Amazon or Publishers may reject, remove, or refuse to display Ads at any time for any reason or no reason. Amazon will have no liability for any such action. Customer will not be liable for payment of Fees for any such removed Ad after its removal. At Customer's request, we will make a good faith effort to provide a reason for a rejection, removal or refusal to display Ads, but failure to do so will not qualify as a violation of this Agreement.

1.6 Affiliates. Subject to Amazon's prior express written consent (which Amazon may grant or deny in its sole discretion and which Amazon may withdraw at any time in its sole discretion upon notice to Customer Affiliate), Customer's Affiliates (each, a "**Customer Affiliate**") may, having completed the registration process set out in Section 2.8, access and use the services and tools offered or made available through the Amazon DSP in accordance with this Agreement (as amended from time to time in accordance with its terms) and subject to the following additional terms.

1.6.1 The term "Customer" in this Agreement refers to Customer and each Customer Affiliate; provided that Customer will be jointly and severally liable for all acts, omissions, and obligations of each Customer Affiliate in connection with this Agreement.

1.6.2 Each Customer Affiliate must be an Affiliate of Customer at all times that such Customer Affiliate accesses or uses the Amazon DSP. If at any time a Customer Affiliate ceases to be an Affiliate of Customer, former Customer Affiliate will promptly notify us. Immediately upon ceasing to be an Affiliate of Customer, if such former Customer Affiliate continues to access and use the Amazon DSP, such access and use will be subject to the terms of Amazon's then standard online Amazon DSP Agreement.

2. Customer Obligations; Ad Requirements.

2.1 Platform Policies. Customer is solely responsible for its use of the Amazon DSP, including access to and use of Amazon DSP accounts, safeguarding usernames and passwords, and any activity that occurs under its Amazon DSP account (including incurred Fees), regardless of whether the activities are authorized or undertaken by Customer. Customer's use of the Amazon DSP is subject to the Platform Policies, which Customer hereby accepts and are incorporated into this Agreement, and Customer will comply with, and ensure Advertisers' compliance with,

the Platform Policies. Changes to Platform Policies may be made without notice to Customer. Customer should refer regularly to the Amazon DSP and applicable Amazon Sites to understand the current Platform Policies.

2.2 Responsibility for Platform Materials. As between Amazon, on the one hand, and Customer and Advertiser on the other hand, Customer and Advertiser will be solely responsible for all Platform Materials. Customer agrees that nothing in the Platform Materials or Customer's use of the Amazon DSP is false, misleading, defamatory, libelous, slanderous, harassing or threatening, will constitute unfair competition or unfair commercial practice, will violate any applicable Law or will infringe or misappropriate the proprietary rights (including Intellectual Property Rights) of any third party. Advertiser agrees that nothing in its Platform Materials is false, misleading, defamatory, libelous, slanderous, harassing or threatening, will constitute unfair competition or unfair commercial practice, will violate any applicable Law or will infringe or misappropriate the proprietary rights (including Intellectual Property Rights) of any third party. Customer and Advertiser will be fully responsible for the acts, omissions, and performance of any contractor, or any of their agents, including for the use of Pixels or other Technology provided or made available to Customer or Advertiser by a third-party ad server or other technology or service provider engaged by Customer or Advertiser (each, a "**Third-Party Ad Technology Provider**"), in connection with the serving or delivery of Ads. Solely for any placements on Facebook (if applicable), Advertiser will be subject to Facebook's Statement of Rights and Responsibilities ("**SRR**"), and Advertiser authorizes Amazon to enter into the SRR on Advertiser's behalf.

2.3 Ad Networks. In connection with Customer's use of the Amazon DSP, Customer may not purchase Impressions or otherwise act on behalf of any third-party ad network, demand side platform, trading desk, agency, or any other entity that assists advertisers with buying online ad inventory in a programmatic manner (i.e., purchasing Ad inventory via automated means or not in connection with a guaranteed media plan) (each such entity, an "**Ad Network**") without our prior written consent (email sufficient), which may be withdrawn at any time upon written notice to Customer. Customer will be responsible for all acts and omissions of each Ad Network in connection with the Amazon DSP.

2.4 Prohibited Activities. In connection with the Amazon DSP, Customer and Advertiser agree that: (a) Advertiser's Ads will not contain, include or link to content that violates the Platform Policies; (b) Customer and Advertiser will not, nor will either permit or encourage any third party, to use BOTNET or other automated or manual means to generate fraudulent clicks or Impressions, or otherwise incent or encourage Impression, click or engagement behavior solely for the purpose of increasing advertising revenue; (c) Customer and Advertiser will not knowingly target Ads to children under age 13 (or any other applicable age threshold as defined by applicable Law, such as under age 16 in California or the European Economic Area and under age 12 in Brazil) in connection with the Amazon DSP, and Customer and Advertiser will not knowingly collect, use or disclose (or enable collection, use or disclosure of) Personal Data, or data children under age 13 (or any other applicable age threshold as defined by applicable Law, such as under age 16 in California or the European Economic Area and under age 12 in Brazil) in connection with the Amazon DSP; (d) Customer and Advertiser will not, as a result of their actions or inactions, deliver Malware to the Amazon DSP, to User devices through the Amazon DSP, or otherwise on or through any Publisher Property; and (e) Customer and Advertiser will not

use the Amazon DSP to collect information about or reach audiences based on sensitive personal information as defined by applicable Laws, such as certain financial status or health and medical information, and will not provide such information to Amazon in connection with their use of the Amazon DSP.

2.5 Prohibited Advertisers. We may from time to time, in our sole discretion, identify and notify Customer of prohibited advertisers and Ad Networks that may not participate in the Amazon DSP ("**Prohibited Advertisers**"). Customer may not display any Ads from Prohibited Advertisers through the Amazon DSP or otherwise use the Amazon DSP on behalf of any Prohibited Advertisers.

2.6 Compliance with Advertising Principles. Each of Amazon, Customer and Advertiser will comply with the Self-Regulatory Principles for Online Behavioral Advertising made available by (i) the Digital Advertising Alliance at http://www.aboutads.info/ in connection with use of the Amazon DSP in the United States, (ii) the European Interactive Digital Advertising Alliance at http://www.edaa.eu/european-principles/ in connection with use of the Amazon DSP in Europe, (iii) the Digital Advertising Alliance of Canada at http://youradchoices.ca/the-principles/ in connection with use of the Amazon DSP in Canada, and (iv) the Japan Interactive Advertising Association at http://www.jiaa.org/release/release_guide_140324.html in connection with use of the Amazon DSP in Japan. In connection with the Amazon DSP, none of Customer, Advertiser and Advertiser's Ads may utilize any Technology that creates any kind of persistent identification object/element that will bypass a User's browser preferences and settings that were affirmatively set by the User or restores deleted cookies (e.g., flash cookies).

2.7 Consent to Monitoring of Ads. Customer and Advertiser authorize us during the Term to access, index, cache, monitor and otherwise investigate Ads, including Destinations and the products and services advertised in any Ads and Destinations, in order to provide the Amazon DSP to Customer, perform services under this Agreement, verify compliance with this Agreement, and make improvements to the Amazon DSP.

2.8 Registration; Customer Information. To use the Amazon DSP, Customer must complete the registration process for the Amazon DSP established by us. We may reject Customer's registration in our sole discretion. Customer will ensure that the information it provides during the Amazon DSP registration process and otherwise associated with its account is at all times complete, accurate, and up-to-date. Customer and Advertiser authorize us (and will provide us documentation evidencing their authorization upon our request) to verify Customer information (including any updated information) and to obtain credit reports about Customer and Advertiser from time to time.

3. Fees.

3.1 Fees. Customer is responsible for and will pay to us all applicable fees and charges incurred in connection with the Amazon DSP (including Ad Unit inventory cost, all fees for the purchase and serving of Impressions and targeting and management fees charged by us, and in connection with use of the Amazon DSP in Brazil, certain Indirect Taxes) (collectively, "**Fees**"). Customer's obligation to pay Fees includes fees and charges that may be incurred as a result of Customer's user error or exceeding Advertiser authority in setting Campaign Details through the

Amazon DSP. On a monthly basis, in arrears, we will invoice Customer (and Advertiser if required under applicable Law) the amount of all Fees in connection with its use of the Amazon DSP. Charges will be based solely on our measurements for the Amazon DSP and the applicable billing metrics (e.g., Impressions). Customer will pay all Fee amounts by the later of (a) 30 days from the date of invoice or (b) the due date identified on the applicable invoice, and its obligation to pay such amounts will not be dependent on its receipt of funds from Advertisers. Customer agrees to pay us such Fee amounts in the applicable local currency invoiced by us, or such other currencies as Customer and we mutually agree from time to time. We may require payment of (a) interest at the rate of 1.5% per month compounded monthly (19.56% compounded annually) or the highest legally permissible rate, whichever is lower, on all amounts not paid when due until all amounts are paid in full and (b) reasonable expenses and attorneys' fees we incur in collecting late payments that are not disputed in good faith. For any past due invoiced amounts, we may seek payment or reimbursement from Customer by any lawful means. Customer waives all claims related to the Fees, unless made within 60 days after the date charged. Unless otherwise agreed by us in advance in writing, Customer may not offset any payment due under this Agreement against any other payment to be made under this Agreement. We may, in our sole discretion, extend, revise or revoke credit at any time. We are not obligated to deliver any Ads in excess of any credit limit.

3.2 Agency Relationships. To the extent that Customer requests that we invoice Customer rather than Customer's advertiser clients (if any), Customer represents and warrants that it acts as principal in purchasing Deliverables under this Agreement. Notwithstanding the foregoing sentence, Amazon reserves the right to send invoices for Fees to the applicable advertiser client to the extent required under applicable Law or upon request by such advertiser client. Customer will, upon our request, provide Amazon with information (including legal name, address, phone number, VAT and other tax information, and e-mail address) for the advertiser client or Advertiser on whose behalf Customer is acting.

3.3 Payment Method. Customer will pay all Fees by wire transfer to an account designated by us (including on or with an invoice), or by such other means expressly agreed to in writing by Amazon.

3.4 Tax Matters. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All Fees and charges payable by Customer are exclusive of applicable taxes and duties, including VAT, GST, excise taxes, sales and transaction taxes, and gross receipts taxes ("**Indirect Taxes**"); provided that, Fees and charges for use of the Amazon DSP in Brazil shall be inclusive of certain Indirect Taxes in accordance with Brazilian law. If Customer is legally entitled to an exemption from any Indirect Taxes Customer is responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction, as well as other documentation that we may reasonably request. We will apply the tax exemption certificates to charges under Customer's account occurring after the date we receive the tax exemption certificates. All payments made by Customer to Amazon under this agreement will be made free and clear of any deduction or withholding for taxes. If any such deduction or withholding is required by Law, Customer will notify us and will pay us any additional amounts

necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, Customer will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. Amazon will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

4. Data.

4.1 Platform Data. Customer may use Platform Data solely: (a) to purchase Impressions and manage Ad campaigns solely through the Amazon DSP and (b) subject to Section 4.2, to provide Performance Data and Reports to the applicable Advertiser to which they pertain; provided the reporting timeframe is no more granular than one day. Customer may use Performance Data and Reports solely: (a) to enable Customer to purchase Impressions and manage Ad campaigns solely through the Amazon DSP and (b) to evaluate the performance of the Amazon DSP only for its internal purposes. Customer and Advertiser may use and disclose Platform Data, Performance Data and Reports only as expressly permitted in this Section 4.1, and neither Customer nor Advertiser will use or disclose (or enable any third party to use or disclose) any Platform Data, Performance Data and Reports in any other way or for any other purpose. For clarity: (A) Platform Data may only be used in conjunction with the Amazon DSP and may not be used for the benefit of Customer, Advertiser or any third party, except to the extent expressly permitted in this Section 4.1, and (B) neither Customer nor Advertiser may use or disclose Platform Data for Repurposing. Notwithstanding the foregoing, Customer and Advertiser may disclose Platform Data to the extent required to comply with a valid and binding court order, law, or direction by a governmental or regulatory agency, provided Customer and/or Advertiser, as applicable, must notify us of any such disclosure.

4.2 Disclosed Data. Customer and Advertiser will require any third party to which they disclose Platform Data, Performance Data or Reports to be bound by confidentiality and non-use obligations at least as restrictive as those on Customer or Advertiser, as applicable, under this Agreement; Customer will ensure such third parties abide by the confidentiality and non-use obligations described in this paragraph.

4.3 Privacy. We will post on the Amazon Site, and adhere to, privacy policies that comply with applicable Laws. Customer and Advertiser will, and will contractually require any other third parties that collect data through Ads to, post on their respective websites and adhere to privacy policies that comply with applicable Laws. Neither Customer nor Advertiser will alter, and Customer and Advertiser will prohibit other third parties from altering, any Ad tags to pass information to us that we could use or recognize as Personal Information. Neither Customer nor Advertiser will collect, use or disclose, or enable any third party to collect, use or disclose, in any manner any Personal Information in connection with the serving of Ads on the Publisher Properties. In addition, neither Customer nor Advertiser will associate cookies or Pixels used in connection with this Agreement with Personal Information. In connection with their use of the Amazon DSP, Customer and Advertiser will not engage in any conduct that renders or is likely to render Amazon or its Affiliates to be in breach of any applicable Laws.

4.4 Verification. No more than once during any 12-month period, we may retain an independent third party (mutually agreeable to both parties) to audit and verify Customer's compliance by Customer and Advertiser with this Section 4. That audit will be conducted on at least 10 days prior written notice at our expense, during Customer's normal business hours. Notwithstanding the foregoing, if the audit reveals any breach of this Section 4, then, without limiting our other rights and remedies, Customer will promptly reimburse us for the reasonable costs associated with such audit. As a condition to that audit, the independent third party will execute a written agreement, reasonably satisfactory to Customer, to maintain in confidence all information obtained during the course of the audit except for disclosure to us as necessary to describe Customer's compliance or noncompliance with this Section 4. In addition, at our request, but no more than once during any calendar quarter, Customer will certify in writing to us that it is in compliance with this Section 4. Customer will respond within 10 days to any commercially reasonable requests for information or other inquiries we may submit from time to time regarding its procedures and controls relating to Platform Data protection or Platform Data use, its compliance with Laws, or otherwise in connection with its compliance with this Agreement (an "**Information Request**"). Notwithstanding the foregoing, should we determine that Customer's response to an Information Request is unsatisfactory, then we may request a supplementary response from Customer on the unsatisfactory responses. Customer will have 10 days from our request to submit a supplementary response to us. Should the supplementary response be reasonably determined by us to be unsatisfactory as well, or should we believe that Customer is not in compliance with this Agreement, then we may initiate one additional audit of Customer's business processes, systems, and practices that involve the processing of Platform Data, regardless of whether we have already engaged such an audit within the previous twelve months.

4.5 Injunctive Relief. Each party agrees that if they breach this Section 4, each other party not be fully compensated by money damages alone and will, in addition to all other available remedies, be entitled to injunctive relief against such breach without any requirement for posting any bond or undertaking in connection therewith to prevent any further breach.

4.6 Third Parties. Upon request by Amazon, Customer will promptly provide (email sufficient) Amazon with the identity of each third-party ad server or other service provider used by Customer, an Advertiser, or an advertiser client, in connection with the serving or delivery of Ads through the Amazon DSP.

5. Representations, Warranties, and Covenants.

5.1 By Customer, Advertiser, and Us. Each of Customer, Advertiser and Amazon represents, warrants and covenants to the other parties that (a) such party has all necessary rights, licenses, consents and authorizations to enter into this Agreement on behalf of itself and to perform its obligations, exercise its rights, and grant the licenses granted under this Agreement; and (b) such party, all of its subcontractors, agents and suppliers will at all times comply with all Laws applicable to the performance of its obligations and exercise of its rights under this Agreement.

5.2 By Customer. To the extent that Customer is acting as agent on behalf of any Advertiser in connection with the Amazon DSP, Customer represents, warrants and covenants that: (a) it has

been appointed as an agent of such Advertiser; (b) Customer holds and will maintain all applicable registrations and other authorizations needed to act as such Advertiser's agent in the relevant jurisdictions and is not under any restriction that prevents Customer from acting as such Advertiser's agent in the applicable jurisdictions; Customer is duly authorized to enter into this Agreement on behalf of such Advertiser and to act on behalf of such Advertiser in the performance of its obligations and the exercise of its rights under this Agreement and its use of the Amazon DSP; (c) this Agreement will be enforceable against such Advertiser in accordance with its terms; and (d) Customer will, upon our request, provide us written confirmation of the agency relationship between it and such Advertiser, including, for example, such Advertiser's express acknowledgement that Customer is its agent and is authorized to act on such Advertiser's behalf in connection with this Agreement and the Amazon DSP, and Customer will notify Amazon of any termination of Customer's agency relationship with Advertiser for purposes of creating and managing Advertiser's Campaigns under this Agreement. If for any reason this Agreement is not enforceable against Advertiser in accordance with its terms, Customer will be liable for performing any obligation that the Advertiser would have if this Agreement were enforceable against Advertiser. Additionally, Customer represents, warrants and covenants that: (y) Customer will not make any representation, warranty, promise or guarantee about the Amazon DSP, us or its relationship with us; and (z) Customer will perform its duties pursuant to this Agreement in a professional manner.

5.3 By Advertiser. Advertiser represents, warrants and covenants that: (a) it has and will maintain all necessary registrations, licenses and clearances to use the content contained in the Ads and Ad Content subject to this Agreement, including the Platform Policies and (b) it will be jointly and severally liable with Customer for all Fee payment obligations under this Agreement in connection with Customer's use of the Amazon DSP on behalf of such Advertiser.

5.4 By Customer and Advertiser. Each of Customer and Advertiser represents, warrants, and covenants that: (a) it and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (b) it will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, U.S. Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority. Each of Customer and Advertiser also acknowledges that Amazon's Code of Business Conduct and Ethics   posted   at https://ir.aboutamazon.com/corporate-governance/documents-charters/code-business-conduct -and-ethics (as may be updated by Amazon from time to time) (**the "Code"**) prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Neither Customer nor Advertiser will violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this

Agreement. Amazon may immediately terminate or suspend performance under this Agreement if another party breaches this Section.

6. Confidentiality; Publicity and Marketing.

6.1 Confidentiality. Customer and Amazon will comply with the terms of any nondisclosure agreement between Customer and Amazon (or an Amazon Affiliate) ("Customer NDA"). Advertiser and Amazon will comply with the terms of any nondisclosure agreement between Advertiser and Amazon (or an Amazon Affiliate) ("Advertiser NDA"). To the extent of any conflict between the Customer NDA or Advertiser NDA and Section 4 of this Agreement, the provisions of Section 4 will govern. If no such agreement exists, each of Customer, Advertiser, and Amazon, and their respective representatives and agents will protect and keep confidential the existence of this Agreement, its terms and conditions and, except as otherwise expressly permitted under this Agreement, any other information obtained from Amazon in connection with this Agreement or related to the Amazon DSP that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including all information relating to Amazon's technology, Ad inventory availability, volume, or pricing data). Customer, Advertiser, and Amazon shall ensure that their respective representatives and agents comply with the confidentiality restrictions contained herein and Customer, Advertiser, and Amazon shall be liable for any violation of this Agreement by their respective representatives and agents.

6.2 Publicity and Marketing. Except as expressly permitted under this Agreement or in writing by us, neither Customer nor Advertiser will discuss, mention, or reference in any manner (a) "Amazon.com", Amazon or any of its Affiliates, including any Amazon Site, trade name, trademark, service mark, logo or commercial symbol associated with Amazon or any of its Affiliates (collectively, "**Amazon Marks**"), or any proprietary rights, content, products, or services associated with any of the aforementioned entities, (b) the Publishers or Publisher Properties accessible through the Amazon DSP (except as included in Performance Data or Reports disclosed in accordance with Section 4.1), or (c) Customer's or Advertiser's relationship with us under this Agreement, in any manner in press releases, advertising, sales, public, or other promotional activities or statements. If we grant Customer permission to use the Amazon Marks, we grant Customer a limited, revocable, non-transferable, non-sublicensable, non-exclusive, royalty-free license during the Term of the Agreement to use only those Amazon Marks that we may make available to Customer and solely in connection with Customer's use of the Amazon DSP and in strict accordance with our Platform Policies (including any trademark guidelines we make available). Neither Customer nor Advertiser may misrepresent or embellish the relationship among us in any way.

7. Indemnification.

7.1 By Us. We will indemnify, defend and hold harmless Customer, Advertiser, their Affiliates, and each of their directors, officers, employees, agents, successors, assigns and representatives against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) (collectively, "**Losses**") in connection with any third-party claim, suit, action, demand or judgment ("**Claim**") arising from or in connection with: (a) our actual or

alleged breach of Section 1, 4, 5, or 6; (b) except as otherwise authorized by Customer (e.g., through the Amazon DSP or email), our display or delivery of any Ad in violation of the parameters for the applicable Campaign Details set by Customer through the Amazon DSP; or (c) Ad Content provided by us that violates any applicable Law or the right of a third party, or is defamatory or obscene; or (d) fraud, intentional misconduct, gross negligence, or violation of publicity or privacy rights by us, our subcontractors, agents and suppliers in connection with this Agreement. Notwithstanding the foregoing, we will not be liable for any Losses resulting from Claims to the extent that such Claims result from our customization of Ads or Ad Content based upon specifications, materials, or information provided by Customer or Advertiser or that Customer or Advertiser approves.

7.2 By Customer. Customer will indemnify, defend and hold harmless us, our Affiliates and Publishers, and each of our and their directors, officers, employees, agents, successors, assigns and representatives against any Losses in connection with any Claim arising from or in connection with: (a) Customer's use of the Amazon DSP in violation of this Agreement; (b) Customer's actual or alleged breach of Section 1, 2, 3, 4, 5, or 6; (c) Customer's violation of the Platform Policies; (d) any Platform Materials, including any actual or alleged infringement or misappropriation of any Intellectual Property Right by any Platform Materials (including the systems and Technology used by Customer to bid on any Impression or in connection with the delivery of any Ads (unless those systems and Technology are part of the Amazon DSP or Publisher Properties)); or (e) fraud, intentional misconduct, gross negligence, or violation of publicity or privacy rights by Customer, its subcontractors, agents and suppliers (including Advertisers) in connection with this Agreement. Publishers are intended third-party beneficiaries of this Section, if permitted under applicable Law.

7.3 By Advertiser. Advertiser will indemnify, defend and hold harmless us, our Affiliates and Publishers, and each of our and their directors, officers, employees, agents, successors, assigns and representatives against any Losses in connection with any Claim arising from or in connection with: (a) Advertiser's actual or alleged breach of Section 1, 2, 3, 4, 5, or 6; (b) its Platform Materials, including any actual or alleged infringement or misappropriation of any Intellectual Property Right by such Platform Materials; (c) services and products advertised on Destinations; or (d) fraud, intentional misconduct, gross negligence, or violation of publicity or privacy rights by Advertiser, its subcontractors, agents and suppliers in connection with this Agreement. Publishers are intended third-party beneficiaries of this Section, if permitted under applicable Law. For the sake of clarity, this Section 7.3 applies to the extent that Advertiser is not the Customer under this Agreement.

7.4 Process. In all cases in which an indemnified party seeks indemnification hereunder, the indemnified party will (a) provide the indemnifying party with prompt notice of any such Claim (provided that the failure to provide prompt notice will only relieve the indemnifying party of its obligation to the extent it is materially prejudiced by such failure and can demonstrate such prejudice), (b) permit the indemnifying party to assume and control the defense of such action upon the indemnifying party's written notice to the indemnified party of the indemnifying party's intention to indemnify, and (c) upon the indemnifying party's written request, and at no expense to the indemnified party or its Affiliates, provide to the indemnifying party all available information and assistance reasonably necessary for the indemnifying party to defend such

Claim. The indemnifying party will not enter into any settlement or compromise of any such Claim, which settlement or compromise would result in any liability to or otherwise adversely affect the indemnified party (including any settlement that requires the indemnified party to admit fault or attributes fault to the indemnified party), without the indemnified party's prior written consent, which will not unreasonably be withheld or delayed.

8. DISCLAIMERS.

8.1 THE AMAZON DSP, INCLUDING ALL TECHNOLOGY, TOOLS, SERVICES, SOFTWARE, FUNCTIONALITY, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE AMAZON DSP, AND THE PUBLISHER PROPERTIES ARE PROVIDED "AS-IS." CUSTOMER'S USE OF THE AMAZON DSP IS AT ITS OWN OPTION AND RISK. WE DO NOT WARRANT THAT ANY AMAZON NETWORK PROPERTY, ANY PUBLISHER PROPERTY, THE AMAZON DSP OR ANY TECHNOLOGY, TOOLS, SERVICES, SOFTWARE, FUNCTIONALITY, MATERIALS OR INFORMATION PROVIDED IN CONNECTION WITH THE AMAZON DSP WILL MEET CUSTOMER'S OR ADVERTISER'S REQUIREMENTS, BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

8.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM, AND CUSTOMER AND ADVERTISER WAIVE ALL CLAIMS REGARDING, ANY GUARANTEES ABOUT TIMING, POSITIONING, ADJACENCY, PERFORMANCE, QUANTITY OR QUALITY OF (AS APPLICABLE): THE AMAZON DSP (INCLUDING RELATED TECHNOLOGY AND RELATED SERVICES), AD PERFORMANCE, PLATFORM DATA, TARGETING, REPORTING, AUDIENCE, OR FEES AND CHARGES FOR THE AMAZON DSP.

8.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NO PARTY MAKES, EACH PARTY AND ITS AFFILIATES DISCLAIM, AND THE OTHER PARTIES WAIVE ALL CLAIMS REGARDING: (A) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT OR THE AMAZON DSP, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT; AND (B) ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; AND (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE.

9. LIMITATIONS OF LIABILITY.

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO CUSTOMER, ADVERTISER OR ANY OTHER PERSON, AND CUSTOMER AND ADVERTISER WILL NOT BE LIABLE TO US OR ANY OTHER PERSON, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE, PROFITS, OR DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE AMAZON DSP, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF

LIABILITY) EVEN IF SUCH PARTY HAS BEENADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE, RESTRICT OR MODIFY ANY RIGHT OR REMEDY CUSTOMER OR ADVERTISER MAY HAVE IN STATUTE OR OTHERWISE TO THE EXTENT THAT RIGHT OR REMEDY CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED UNDER LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE LIMIT OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE AMAZON DSP (INCLUDING ANY INDEMNIFICATION OBLIGATIONS) TO NOT EXCEED THE GREATER OF (A) $1,000,000, OR (B) THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO AMAZON UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE SUCH LIABILITY FIRST AROSE.

10. Term and Termination; Suspension; Survival.

10.1 Term. The term of this Agreement will begin upon Customer's acceptance of this Agreement and will end when terminated by either party (the "**Term**"). Each party may terminate this Agreement at any time, with or without cause, by providing notice to the other parties as set forth in this Agreement. This Agreement will terminate immediately upon (a) the institution by or against Customer of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of its debts, (b) Customer's making an assignment for the benefit of creditors, or (c) Customer's dissolution or ceasing to do business. For avoidance of doubt, termination or cancellation of an IO does not terminate this Agreement.

10.2 Removal; Suspension. We may at any time remove or suspend Customer from the Amazon DSP, or reject or remove any Platform Materials without notice. The running of any of Customer's Ad campaigns after such suspension will be in our sole discretion.

10.3 Effect of Termination; Survival. Upon termination, all rights and obligations of the parties under this Agreement will end, except that Customer will promptly pay us any unpaid Fees accrued in connection with this Agreement or the Amazon DSP as of the date of termination, if any, all interest thereon and costs of collection. Sections 1, 2, 3 (until all Fees incurred prior to the effective date of termination are paid), 4, 5, 6, 7, 8, 9, 10.3, 11, 12, 13, and 14 of this Agreement, will survive termination or expiration of this Agreement for any reason; provided, further, that the terms of this Agreement shall survive with respect to, and apply to, any IOs outstanding as of the effective date of termination (and which will terminate in accordance with their own terms). No court order is required to give effect to any termination of the Agreement permitted hereunder.

11. Suggestions and Other Information. Customer, Advertiser, or any of their Affiliates may elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials ("**Suggestions**") to us in connection with or related to any Amazon Network Property or the Amazon DSP (including any related technology or content). We will be free to use, disclose, reproduce, modify, sublicense, transfer, distribute and exploit Suggestions in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access

and disclose any information we consider necessary or appropriate, including User contact details, IP addresses and traffic information, usage history and posted content.

12. Beta Features.

12.1 Amazon DSP offerings identified as "Beta" or otherwise as being experimental or unsupported ("**Beta Offerings**") are provided "AS IS" and Customer's use of them is at its option and risk. For the sake of clarity, these offerings are subject to the terms of Section 8. Unless we agree otherwise, neither Customer nor Advertiser may disclose to any third party any information about Beta Offerings (including their existence or how to access them) and may not use Beta Offerings or any information about them for any purpose other than the specific purpose for which they are provided. Customer and Advertiser may only disclose information about Beta Offerings to Affiliates who have signed an NDA at least as protective as this Agreement.

13. Miscellaneous.

13.1 Entire Agreement. This Agreement, together with the Platform Policies, any IO, and any Customer NDA and Advertiser NDA, represents the entire agreement among the parties with respect to the subject matter described herein and supersedes any previous or contemporaneous oral or written agreements and understandings; provided, however, if Customer has entered into a separate agreement with Amazon regarding Customer's use of a particular Amazon ad product (e.g., an insertion order subject to IAB 3.0 for a display ad buy) that has not been replaced by this Agreement, the terms of that separate agreement will govern Customer's use of that Amazon ad product (and such use of that Amazon ad product only) for the specific purchase described in such agreement unless and until replaced by this Agreement.

13.2 Relationship of Parties; Non-Exclusivity. Each party is an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship among the parties. Neither Customer nor Advertiser will have any authority to make or accept any offers or representations on our behalf. Neither Customer nor Advertiser will make any statement, whether on its website or otherwise, that reasonably would contradict anything in this Section. Each party acknowledges that the agreements and arrangements contemplated by this Agreement are non-exclusive, and nothing in this Agreement will be deemed to restrict or limit a party's ability to engage in similar relationships, agreements or arrangements with any other party.

13.3 Modification and Waiver. Amazon may amend any of the terms and conditions contained in this Agreement at any time and at our sole discretion. Any changes will be effective upon the posting of such changes on the Amazon DSP, provided that such changes are (i) generally applicable to customers using the Amazon DSP and (ii) not retroactive. CUSTOMER'S CONTINUED USE OF THE AMAZON DSP AFTER AMAZON'S POSTING OF ANY CHANGES WILL CONSTITUTE ITS AND ADVERTISER'S ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. Failure to enforce any provision of this Agreement will not constitute a waiver. The waiver by any party of any breach or default will not constitute a waiver of any different or subsequent breach or default. Amazon will inform Customer of changes to this Agreement by publishing a page about those changes on the Amazon DSP for at least 30 days, when changes are made to the

Agreement. Customer is responsible for reviewing these locations and informing itself of all applicable changes or notices.

13.4 Assignment; Successors. Neither Customer nor Advertiser may assign this Agreement or any part of this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. We may (a) perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates and (b) assign this Agreement to an Amazon Affiliate or in connection with any merger, reorganization, sale of all or substantially all of Amazon's assets or any similar transaction without the prior written consent of Customer or Advertiser. Our failure to enforce strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

13.5 Disputes; Governing Law; Venue. The Amazon Contracting Entity, the laws governing the interpretation of this Agreement, and the jurisdiction and venue for all disputes hereunder will be determined as follows:

13.5.1 To the extent the Customer registers for the Amazon DSP for the United States, Canada, or Mexico, the laws of the State of Washington and applicable federal law will govern this Agreement, without giving effect to any principles of conflicts of laws. Each party agrees to exclusive personal jurisdiction and venue in the federal and state courts in King County, Washington for any dispute arising out of this Agreement.

13.5.2 To the extent the Customer registers for the Amazon DSP for Japan, the laws of Japan govern this Agreement and any dispute relating in any way to this Agreement will only be adjudicated in the Tokyo District Court. The United Nations Convention on Contracts for the International Sale of Goods, and any local laws implementing the Convention on Contracts for the International Sale of Goods, do not apply to this Agreement. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AND ADVERTISER HEREBY WAIVE ANY RIGHTS THAT EACH OF THEM MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM. Amazon, Customer, and Advertiser each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

13.5.3 To the extent the Customer registers for the Amazon DSP for Australia, the laws of New South Wales, Australia govern this Agreement and any dispute relating in any way to this Agreement will only be adjudicated in the courts of New South Wales. Each party consents to exclusive jurisdiction and venue in these Courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its affiliates' or any third party's intellectual property or other proprietary rights. The United Nations Convention on Contracts for the International Sale of Goods, and any local laws implementing the Convention on Contracts for the International Sale of Goods, do not apply to this Agreement. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AND ADVERTISER HEREBY WAIVE ANY RIGHTS THAT EACH OF THEM MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL

OR FORUM. Amazon, Customer, and Advertiser each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. Amazon, Customer, and Advertiser each waive any right to a jury trial.

13.5.4 To the extent the Customer registers for the Amazon DSP for India, (a) the laws of India will govern this Agreement, without giving effect to any principles of conflicts of laws, (b) all disputes, claims, differences or questions of any nature arising between Amazon and Customer or Advertiser relating in any way to this Agreement or in connection with the Amazon DSP, including its construction, meaning or interpretation or effect, or as to rights, liabilities of the parties, will be referred to the sole arbitrator appointed by Amazon. The arbitration will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or such statutory amendment thereof. The parties agree to have their disputes resolved by the fast track procedure specified in the Section 29 of the Arbitration and Conciliation Act 1996. The arbitration proceedings will be conducted in English and the venue of such proceedings shall be at Delhi. The courts at Delhi shall have the sole and exclusive jurisdiction for all arbitral application.

13.5.5 To the extent the Customer registers for the Amazon DSP for a country in Europe (e.g., Germany, France, Spain, Italy, the Netherlands, the United Kingdom, or Turkey), the laws of the Grand Duchy of Luxembourg will govern this Agreement, without giving effect to any principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods, and any local laws implementing the Convention on Contracts for the International Sale of Goods, do not apply to this Agreement. For any dispute relating in any way to this Agreement or the use of the Amazon DSP, Amazon, Customer, and Advertiser each submit to the exclusive jurisdiction of the courts of the district of Luxembourg City, Luxembourg. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction for any actual or alleged infringement of such party's, its Affiliates', or any third party's intellectual property or proprietary rights.

13.5.6 To the extent the Customer registers for the Amazon DSP for the United Arab Emirates, this Agreement shall be governed by, and construed in accordance with, the laws of the Dubai International Financial Centre. The parties agree that any dispute or claim (including non-contractual claims) arising out of or in connection with this agreement, including any question regarding its existence, validity, breach of termination shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration ("LCIA Rules"), which are deemed to be incorporated by reference into this section 13.5.6. The number of arbitrators shall be one. The seat or legal place of arbitration shall be the Dubai International Financial Centre, Dubai. The language of the arbitration shall be English. Any dispute or claim arising in relation to the validity or enforcement of this arbitration clause shall be governed by the laws of the Dubai International Financial Centre. Notwithstanding the foregoing, any party may seek injunctive relief in any court of competent jurisdiction against any matters relating to protection of intellectual property rights or breach of confidentiality obligations.

13.5.7 To the extent the Customer registers for the Amazon DSP for the Kingdom of Saudi Arabia, this Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. Any dispute shall be finally settled by arbitration under the Arbitration

Rules of the London Court of International Arbitration ("**LCIA**") Arbitration Rules, which Rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Riyadh, Kingdom of Saudi Arabia. The language to be used in the arbitration shall be English. Notwithstanding the foregoing, any party may seek injunctive relief in any court of competent jurisdiction against any matters relating to protection of intellectual property rights or breach of confidentiality obligations; and notwithstanding anything to the contrary herein, nothing in this Agreement shall, or shall be interpreted or construed to, induce or require any party hereto to act in any manner (including taking or failing to take any actions in connection with a transaction) which is inconsistent with or penalized under any U.S. laws, regulations, rules, or requirements that apply to any party to this Agreement.

13.5.8 To the extent the Customer registers for the Amazon DSP for Brazil, this Agreement shall be governed by and construed in accordance with the Laws of Brazil. Any dispute or claim relating in any way to this Agreement or in connection with the Amazon DSP will be resolved in accordance with the then-applicable Rules of Arbitration of the International Chamber of Commerce, and judgment on the arbitral award may be entered in any court having jurisdiction. The arbitration will take place in the City of São Paulo, State of São Paulo, Brazil, where the arbitral award shall be rendered. The number of arbitrators shall be three and the president of the arbitral tribunal shall be nominated by common agreement by the co-arbitrators nominated by the parties. The co-arbitrators shall be nominated in accordance with the Rules of Arbitration of the International Chamber of Commerce. The fees and expenses of the arbitrators and the administering authority (International Court of Arbitration of the International Chamber of Commerce) will be paid in equal proportion by the parties during the arbitration proceedings. The arbitral award shall determine the reimbursement of fees and expenses (including contractual attorneys' fees) in the proportion each party prevails regarding the claims in dispute. The arbitral tribunal shall not have jurisdiction to impose defeated party's attorney fees (honorários advocatícios sucumbenciais). The parties agree that the existence of and information relating to any such arbitration proceedings will not be disclosed by either party and will constitute confidential information. The Courts of the City of São Paulo, State of São Paulo, Brazil shall have exclusive jurisdiction for the sole purposes of (i) ensuring the commencement of the arbitral proceedings; and (ii) granting conservatory and interim measures prior to the constitution of the arbitral tribunal. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM.

13.6 Notices. We will send all notices and other communications regarding this Agreement and the Amazon DSP to Customer and Advertiser at the e-mail address Customer specifies during the registration process for the Amazon DSP, or by any other means then specified by Amazon. Customer and Advertiser will be deemed to have received all notifications, approvals, and other communications sent to that e-mail address, even if the e-mail address associated with its account is no longer current.

All notices for this Agreement will be given in writing, will refer to this Agreement and will be personally delivered or sent by receipted facsimile transmission or registered or certified mail (return receipt requested) to the following (unless otherwise notified):

Amazon.com, Inc. Attn: General Counsel
P.O. Box 81226 Seattle, WA 98108-1226
Fax: (206) 266-7010 E-mail: contracts-legal@amazon.com

Customer must send us all other communication relating to Amazon, the Amazon DSP or this Agreement by using the "Contact Us" link found on the Amazon DSP.

13.7 Interpretation. Whenever used in this Agreement, unless otherwise specified: (a) the terms "includes", "including", "e.g.", "for example", "for instance", "such as" and other similar terms are deemed to include the term "without limitation" immediately thereafter; (b) the terms "$" and "dollars" mean United States dollars; (c) the phrases "we may", "we will determine" and other similar terms mean Amazon may decide the applicable matter in its sole discretion; and (d) any websites contained in this Agreement will be deemed to also refer to any successor or replacement websites. The headings of sections and subsections of this Agreement are for convenience of reference only and are not intended to affect the interpretation or construction of any provision of this Agreement. In the event of any conflict among the Platform Policies, an IO, and this Agreement, (i) to the extent of the conflict, the IO will prevail over the Agreement and the Platform Policies solely with respect to the Campaigns included in the IO, and (ii) to the extent of the conflict, the Platform Policies will prevail over this Agreement. It is the express wish of the parties that this Agreement and the Platform Policies have been drafted in English. (The following is a French translation of the preceding sentence: À la demande expresse des parties, la présente convention et les politiques relative à la plateforme ont été rédigées en anglais.) The English-language version of this Agreement is the definitive legal version. Translations may be available for ease of reference only.

13.8 Severability. If any provision of this Agreement will be deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

13.9 Force Majeure. . Amazon, Customer, and Advertiser will not be liable for any delay or failure to perform their respective obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

13.10 U.S. Data. Amazon is a controller in respect of the Amazon U.S. Data. The Customer is a controller, or acts as a processor on behalf of Advertiser or other applicable third-party controller, in respect of (a) "Customer Personal Data" (as defined in the U.S. State Privacy Laws Addendum, available here), (b) other U.S. Data collected or processed through a Pixel or Technology provided or made available to Customer or Advertiser by a Third-Party Ad Technology Provider, and (c) other U.S. Data processed by Customer, Advertiser, or applicable third-party controller. Each of Customer and Advertiser agrees that it will (i) not process U.S. Data other than as expressly agreed under this Agreement and (ii) be solely responsible for taking all measures necessary to comply with applicable Laws relating to its U.S. Data processing activities, including with respect to processing of U.S. Data by any agents or

contractors, such as a Third-Party Ad Technology Provider. "CCPA" means the California Consumer Privacy Act of 2018, as amended, including by the California Privacy Rights Act of 2020, and the rules and regulations promulgated thereunder. "CPA" means the Colorado Privacy Act. "CTDPA" means the Connecticut Data Privacy Act ("CTDPA"). "VCDPA" means the Virginia Consumer Data Protection Act. "UCPA" means the Utah Consumer Privacy Act ("UCPA"). The terms "processor", "controller", and "process" have the meanings ascribed to them under the CCPA, CPA, CTDPA, UCPA, or VCDPA, as applicable; provided that, the term "processor" is in the case of Personal Data subject to the CCPA replaced with the term "service provider", and the term "controller" is in the case of such Personal Data replaced with the term "business", each as defined in the CCPA. This section applies solely to the extent the CCPA, CPA, CTDPA, UCPA, or VCDPA apply to Personal Data processing under this Agreement.

13.11 EU Data. Amazon Europe Core S.à.r.l. ("**AEC**") (or other duly designated Amazon Affiliate) is an independent data controller in respect of the Amazon EU Data. The Customer is a data controller, or acts as data processor on behalf of Advertiser or other applicable third-party controller, in respect of (a) "Customer Personal Data" (as defined in the DPA), (b) other EU Data collected or processed through a Pixel or Technology provided or made available to Customer or Advertiser by a Third-Party Ad Technology Provider, and (c) other EU Data processed by Customer, Advertiser, or such applicable third-party controller. Each independent controller will individually determine the purposes and means of its processing of the EU Data with respect to which it acts as independent data controller. Each of Customer and Advertiser agrees that it will (i) not process EU Data other than as expressly agreed under this Agreement and (ii) be solely responsible for taking all measures necessary to comply with applicable Laws relating to its EU Data processing activities, including with respect to processing of EU Data by any agents or contractors, such as a Third-Party Ad Technology Provider. Customer and Advertiser further acknowledge and agree that Amazon Contracting Parties may act as data processors (or sub-processors) for AEC (or its designee or successor in interest). AEC is a third-party beneficiary of this Agreement. Nothing in this Agreement shall be construed to prevent the Amazon Contracting Parties, acting on behalf of AEC, or AEC, acting on its own behalf, from exercising any rights or remedies granted to the Amazon Contracting Parties under this Agreement or applicable Laws. The terms "controller", "process", "processing", and "processor" as used in this Section 13.11 have the meanings given to them in the GDPR.

13.12 BR Data. Amazon Serviços de Varejo do Brasil Ltda. ("**Amazon Varejo**") (or other duly designated Amazon Affiliate) is an independent data controller in respect of the Amazon BR Data. The Customer is a data controller, or acts as data processor on behalf of Advertiser or other applicable third-party controller, in respect of (a) "Customer Personal Data" (as defined in the DPA), (b) other BR Data collected or processed through a Pixel or Technology provided or made available to Customer or Advertiser by a Third-Party Ad Technology Provider, and (c) other BR Data processed by Customer, Advertiser, or such applicable third-party controller. Each independent controller will individually determine the purposes and means of its processing of the BR Data with respect to which it acts as independent data controller. Each of Customer and Advertiser agrees that it will (i) not process BR Data other than as expressly agreed under this Agreement and (ii) be solely responsible for taking all measures necessary to comply with applicable Laws relating to its BR Data processing activities, including with respect to processing of BR Data by any agents or contractors, such as a Third-Party Ad Technology

Provider. Customer and Advertiser further acknowledge and agree that Amazon Contracting Parties may act as data processors (or sub-processors) for Amazon Varejo (or its designee or successor in interest). Amazon Varejo is a third-party beneficiary of this Agreement. Nothing in this Agreement shall be construed to prevent the Amazon Contracting Parties, acting on behalf of Amazon Varejo, or Amazon Varejo, acting on its own behalf, from exercising any rights or remedies granted to the Amazon Contracting Parties under this Agreement or applicable Laws. The terms "controller", "process", "processing", and "processor" as used in this Section 13.12 have the meanings given to them in the LGPD.

13.13 TR Data. Amazon Turkey Perakende Hizmetleri Limited Şirketi ("ATRS") (or other duly designated Amazon Affiliate) is an independent data controller in respect of the Amazon TR Data as defined under the Turkish Data Protection Law No. 6698. The Customer is a data controller, or acts as data processor on behalf of Advertiser or other applicable third-party controller, in respect of (a) "Customer Personal Data" (as defined in the DPA), (b) other TR Data collected or processed through a Pixel or Technology provided or made available to Customer or Advertiser by a Third-Party Ad Technology Provider, and (c) other TR Data processed by Customer, Advertiser, or such applicable third-party controller. Each independent controller will individually determine the purposes and means of its processing of the TR Data with respect to which it acts as an independent data controller. Each of Customer and Advertiser agrees that it will (i) not process TR Data other than as expressly agreed under this Agreement and (ii) be solely responsible for taking all measures necessary to comply with applicable Laws relating to its TR Data processing activities, including with respect to processing of TR Data by any agents or contractors, such as a Third-Party Ad Technology Provider. Customer and Advertiser further acknowledge and agree that Amazon Contracting Parties may act as data processors (or sub-processors) for ATRS (or its designee or successor in interest). The terms "controller", "process", "processing", and "processor" as used in this Section 13.13 have the meanings given to them in the Turkish Data Protection Law No. 6098.

13.14 Managed Services. Amazon may from time to time make available to Customer campaign management and reporting services for Campaigns booked through the Amazon DSP and related products. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that (a) purchasing such Campaigns constitutes use of the Amazon DSP within the meaning of this Agreement and (b) Customer may have limited, or no, access to the Amazon DSP console for such Campaigns.

13.15 Advertiser Audience Agreement. Customer or Advertiser acknowledge and agree that use of the Amazon Advertiser Audience product is governed by the [Advertiser Audience Agreement](#). Customer's or Advertiser's use of or registration for the Amazon Advertiser Audience product will constitute acceptance of the [Advertiser Audience Agreement](#).

13.16 EU Third-Party Audiences Agreement. Customer or Advertiser acknowledges and agrees that use of the EU Third-Party Audiences product is governed by the [EU Third-Party Audiences Agreement](#). Customer's or Advertiser's use of or registration for the EU Third-Party Audiences product will constitute acceptance of the [EU Third-Party Audiences Agreement](#).

14. Definitions.

14.1 "**Ad**" means any text-based, graphical, interactive, mobile, video, or rich media advertisement, including banner advertisements, interstitials, buttons, towers, and/or skyscrapers, and all related Ad Content and Technology.

14.2 "**Ad Content**" means all copy and creative content and subject matter included in an Ad and any Trademarks contained therein, and any related Destination.

14.3 "**Ad Network**" has the meaning given in Section 2.3.

14.4 "**Ad Unit**" means the location of an Ad placement on any website, application, device or interactive property.

14.5 "**Advertiser**" means each approved Ad Network or advertiser on whose behalf Customer purchases Impressions or uses the Amazon DSP (which may include Customer).

14.6 "**Advertiser NDA**" has the meaning given in Section 6.1.

14.7 "**AEC**" has the meaning given in Section 13.11.

14.8 "**Affiliate**" means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity.

14.9 "**Amazon BR Data**" means BR Data that Amazon collects, uses, or otherwise "processes" (as defined in the LGPD) pursuant to this Agreement; provided that Amazon BR Data does not include Customer Personal Data (as defined in the applicable DPA) or BR Data collected or processed through a Pixel or Technology provided or made available to Customer or Advertiser by a Third-Party Ad Technology Provider.

14.10 "**Amazon DSP**" (formerly known as the "Amazon Ad Platform" or the "Ad Platform") means our system and related services and tools that enable Customer to purchase Ad Units made available by Publishers, deliver Impressions, and to manage, administer, and receive Reports on the foregoing.

14.11 "**Amazon DSP Agreement**" or "**DSP Agreement**" (formerly known as the "as the "Amazon Ad Platform Agreement") means this Agreement. For the avoidance of doubt, this Agreement includes any insertion orders between Customer, Advertiser, and Amazon that incorporate this Agreement by reference (each, an "IO").

14.12 "**Amazon Site**" means the website that has its primary home page identified by the domain www.amazon.* (e.g., www.amazon.com, www.amazon.ca, www.amazon.br etc.) including the tools and information made available by Amazon to Customer for registering for or using the Amazon DSP through such website or a subdomain of such website.

14.13 "**Amazon Contracting Party**" means (a) Amazon Advertising LLC, to the extent the Customer registers for the Amazon DSP for the United States, (b) one of Amazon Online France SAS, Amazon Online Germany GmbH, Amazon Online Italy S.r.l., Amazon Online Spain S.L.U., Amazon Online Netherlands B.V., Amazon Online Sweden AB, or Amazon Online UK Limited (as determined by Amazon), to the extent the Customer registers for the Amazon DSP for a country

in Europe, (c) Amazon Japan G.K., to the extent the Customer registers for the Amazon DSP for Japan, (d) Amazon Advertising Canada, Inc. to the extent the Customer registers for the Amazon DSP for Canada, (e) Servicios Comerciales Amazon Mexico S. de R.L. de C.V., to the extent the Customer registers for the Amazon DSP for Mexico, (f) Amazon Commercial Services Pty Limited (ABN 30 616 935 623), to the extent the Customer registers for the Amazon DSP for Australia, (g) Amazon Seller Services Private Limited, to the extent the Customer registers for the Amazon DSP for India, (h) Souq.com FZ LLC, to the extent the Customer registers for the Amazon DSP for the United Arab Emirates,(i) Amazon Serviços de Varejo do Brasil Ltda., to the extent the Customer registers for the Amazon DSP for Brazil, (j) Afaq Q Tech General Trading Co., with limited liability and commercial license number 1010434700, to the extent the Customer registers for the Amazon DSP for the Kingdom of Saudi Arabia, and (k) Amazon Turkey Perakende Hizmetleri Limited Sirketi to the extent Customer registers for the Amazon DSP for Turkey.

14.14"**Amazon EU Data**" means EU Data that Amazon collects, uses, or otherwise "processes" (as defined in the GDPR) pursuant to this Agreement; provided that Amazon EU Data does not include Customer Personal Data (as defined in the applicable DPA) or EU Data collected or processed through a Pixel or Technology provided or made available to Customer or Advertiser by a Third-Party Ad Technology Provider.

14.15 "**Amazon Network Property**" means (a) the Amazon Site; (b) any other website or other online point of presence operated by Amazon or our Affiliates, and/or (c) any other website, device, service, application, feature or online point of presence through which the Amazon Site or any other website or other online point of presence operated by Amazon or our Affiliates and/or products or services (including the Amazon DSP) available thereon are syndicated, offered, merchandised, advertised or described.

14.16 "**Amazon U.S. Data**" means U.S. Data that Amazon collects, uses, or otherwise processes pursuant to this Agreement; provided that Amazon U.S. Data does not include Customer Personal Data or U.S. Data collected or processed through a Pixel or Technology provided or made available to Customer or Advertiser by a Third-Party Ad Technology Provider.

14.17 "**Amazon Varejo**" has the meaning given in Section 13.12.

14.18 "**Beta Features**" has the meaning given in Section 12.

14.19 "**BR Data**" means "personal data" within the meaning of applicable Laws of Brazil, including the LGPD.

14.20 "**Campaign**" means any Advertiser's Ad campaign that is purchased or managed through the Amazon DSP.

14.21 "**Campaign Details**" means details entered into or provided by Customer through the Amazon DSP regarding a Campaign, including, but not limited to, the types and amounts of Deliverables, Campaign date information, Campaign budget information, Ad description, Ad placement information, Ad targeting information, and any other Ad trafficking or bidding information.

14.22 "**Claim**" has the meaning given in Section 7.1.

14.23 "**COPPA**" means the Children's Online Privacy Protection Act (15 U.S.C. §§ 6501-6506), as amended, and any rules and regulations promulgated thereunder.

14.24 "**Customer NDA**" has the meaning given in Section 6.1.

14.25 "**Destination**" means the content or properties to which an Ad links or directs a viewer (e.g., landing pages).

14.26 "**Deliverables**" means the Ad inventory delivered by Publisher (e.g., Impressions, clicks, or other desired actions) through the Amazon DSP.

14.27 "**DPA**" means (i) with respect to EU Data, the Data Processing Addendum made available at https://m.media-amazon.com/images/G/02/ADX/erm/OnlineAdSales/V2/Amazon_Advertising_Data_Processing_Addendum.pdf (or such other location as may be updated by Amazon from time to time) and incorporated by reference into this Agreement and (ii) with respect to BR Data, the Data Processing Addendum at https://m.media-amazon.com/images/G/01/AdProductsWebsite/images/Amazon_Advertising_Brazil_Data_Processing_Addendum.pdf (or such other location as may be updated by Amazon from time to time) and incorporated by reference into this Agreement.

14.28 "**EU Data**" means "personal data" within the meaning of applicable Laws of the European Economic Area and the UK, including the GDPR.

14.29 "**Fee Data**" means any data regarding (a) the fees Customer may charge Advertisers and (b) the third-party fees and expenses Customer incurs in connection with the delivering or serving of Ads and Customer's use of the Amazon DSP.

14.30 "**Fees**" has the meaning given in Section 3.1.

14.31 "**GDPR**" means the European General Data Protection Regulation (Regulation (EU) 2016/679) and any implementation or successor thereof. Any reference to the applicable law of the European Economic Area, including the GDPR, that is directly applicable or directly effective in the United Kingdom at any time is a reference to such law as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on the 31 of January 2020.

14.32 "**Impression**" means the display of an Ad to a User through an Ad Unit.

14.33 "**Information Request**" has the meaning given in Section 4.4.

14.34 "**Intellectual Property Rights**" means trade secret rights, rights in know-how, moral rights, copyrights, patents, Trademarks (and the goodwill represented thereby), other similar intellectual property rights or rights of any type under the Laws of any governmental authority, domestic or foreign, and all ancillary and related rights, including all applications for, rights of

registration and renewal of, and causes of action for violation, misappropriation or infringement of any of the foregoing.

14.35 "**Laws**" means any applicable laws, rules, regulations, ordinances or judicial decisions enacted or issued by a court or other governmental authority of any jurisdiction, including those relating to advertising, the Internet, privacy, and unfair business practices.

14.36 "**LGPD**" means the Brazilian Federal Law no. 13,709/2018 (Brazilian General Data Protection Law) and its regulations.

14.37 "**Losses**" has the meaning given in Section 7.1.

14.38 "**Malware**" means any malicious code (including JavaScript), whether originating from a party to this Agreement or a third party, that contains or executes any viruses, Trojan horses, worms, spyware, adware, or could otherwise delay, alter, disrupt or damage any software, computers or websites (including but not limited to our ad systems), or enable unauthorized third parties to access our systems or personal information.

14.39 "**Personal Data**" means data about any natural person (which may be referred to as "Personal Data," "personally identifiable information" or "Personal Information" or similar term in the Privacy Rules of some countries).

14.40 "**Performance Data**" means any data regarding the performance of an Ad or Ad campaigns on, gathered during delivery of such Ad or Campaign or provided by Amazon in connection with delivery of an Ad or Campaign (including the total number of Impressions served, the total number of clicks on such Impressions, and whether a User viewed or clicked on an Ad (i.e., User-level data)), but excluding Site Data and Campaign Details.

14.41 "**Personal Information**" means data which, alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, can be used to identify, contact, or precisely locate a person, including the person's name, initials, date of birth, address, telephone number, e-mail address, financial account number, or government-issued identifier. In the context of the sale of Ad Units directed to Users located in Japan, "Personal Information" also includes personal information within the meaning of Articles 2.1 and 2.2 of the Personal Information Protection Law of Japan, as amended, and any implementation of such laws in guidelines, orders or directives issued by applicable competent authority including the Personal Information Protection Committee. In the context of the sale of Ad Units directed to Users located in Canada, "Personal Information" means "personal information" as defined under the Personal Information Protection and Electronic Documents Act and substantially similar provincial legislation. In the context of the sale of Ad Units directed to Users located in Brazil, "Personal Information" means "personal data" as defined under the LGPD. For the avoidance of doubt, the defined term "Personal Information" does not include advertising-specific online identifiers (such as cookie identifiers or mobile advertising identifiers) or full IP addresses.

14.42 "**Pixel**" means a pixel, web beacon, tag or other technical means that enable the creation of a targeting segment or conversion or other reporting through or in connection with the

Amazon DSP (e.g., the Amazon remarketing and conversion pixels or third-party data management provider pixels).

14.43 "**Platform Data**" means Performance Data, Site Data, and all other data provided, made available or collected in connection with the Amazon DSP, excluding Campaign Details and Fee Data.

14.44 "**Platform Materials**" means all Ads, Ad Content, Campaign Details, Fee Data, Technology, any Trademarks, copyrightable works under applicable Law, information, data, photographs, images, videos and other materials and items provided or made available by Customer or Customer's Advertisers and their respective Affiliates to Amazon or its Affiliates under this Agreement or through the Amazon DSP.

14.45 "**Platform Policies**" means the terms, conditions, policies, guidelines, rules, requirements, criteria, specifications, and other information regarding use of the Amazon DSP and made available (including creative acceptance policies, technical specifications, and policies regarding Third-Party Ad Technology Providers), which may be updated from time to time by Amazon in its sole discretion. Applicable Platform Policies include those technical specifications and policies made available at https://advertising.amazon.com/resources/ad-specs/en/ (as may be updated from time to time).

14.46 "**Prohibited Advertisers**" has the meaning given in Section 2.5.

14.47 "**Publisher**" means an entity or person that has Ad Units available for purchase through the Amazon DSP, which may include Amazon or its Affiliates.

14.48 "**Publisher Property**" means a website, application, device or other interactive property containing Ad Units made available by a Publisher for purchase or delivery through the Amazon DSP. Publisher Properties may include Amazon Network Properties.

14.49 "**Reports**" means any reports provided or made available to Customer or any Advertiser regarding (a) use of the Amazon DSP and (b) the performance of Ad campaigns delivered through the Amazon DSP, in each case regardless of the form such data is provided (including in log files).

14.50 "**Repurposing**" means (a) retargeting a User or device, (b) creating, supplementing, or appending to a profile of a User or device, or (c) targeting or identifying any User or device on the basis of such User or device being a customer of Amazon or visiting or accessing the Amazon Network Properties, except in each case for purposes of frequency capping or geo-targeting.

14.51 "**Site Data**" means any data that is (a) our preexisting data used by us or our Affiliates through the Amazon DSP, including our Ad pricing information, Ad Unit supply cost and inventory data, and targeting data; (b) gathered during delivery of an Ad that identifies or allows identification of us, our Affiliates, any Publisher Property, or a Publisher Property's brand, content, context, or Users as such; or (c) entered by or collected regarding Users on any

Publisher Property other than Performance Data; but in each case excluding any data that Customer would have had without its participation on the Amazon DSP.

14.52 "**Suggestions**" has the meaning given in Section 11.

14.53 "**Technology**" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology or other functional item.

14.54 "**Term**" has the meaning given in Section 10.1.

14.55 "**Third-Party Ad Technology Provider**" has the meaning given in Section 2.2.

14.56 "**Trademark**" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia or any other source or business identifier, protected or protectable under any Laws.

14.57 "**User**" means a user of any website, portal, device, application or other online service.

14.58 "**U.S. Data**" means "personal data" or "personal information" within the meaning of the CCPA, CPA, CTDPA, UCPA, or VCDPA, to the extent applicable.