

Terms and Conditions for the IAB Europe Transparency & Consent Framework (“Terms and Conditions”)

1) Introduction

- a) The Transparency & Consent Framework (the “**Framework**”) is a cross-industry effort to help publishers, technology vendors, agencies and advertisers meet the transparency and user choice requirements (including consent where necessary) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the “**GDPR**”).
- b) Version 1.1 of the Framework (“**Version 1.1**”) was launched on April 10, 2018 and version 2.0 of the Framework (“**Version 2.0**”) on August 21, 2019. Until further notice, both versions of the Framework (each, a “**Version**” and together, the “**Versions**”) will operate in parallel and it will be possible to register for one or both Versions in accordance with these Terms and Conditions. In these Terms and Conditions, references to the Framework will be construed as references to Version 1.1, Version 2.0 or both Versions as the context requires.
- c) The Framework is made up of:
 - i) the Global Vendor List (the “**GVL**”), which is maintained by Interactive Advertising Bureau Europe AISBL, an industry association for the online advertising ecosystem with registered seat at Rond-Point Robert Schuman 11, 1040 Brussels, Belgium (“**we**”, “**our**”, “**us**” or “**IAB Europe**”), registration for inclusion on which is made via the GVL Portal (as defined below); and
 - ii) the technical specifications of the Framework (the “**Technical Specifications**”), which are a non-commercial, open source initiative managed by IAB Technology Laboratory, an independent, international research and development consortium with offices at 116 East 27th Street, 7th Floor, New York, NY 10016 (“**IAB Tech Lab**”), the use of which in the context of the Framework is governed by these Terms and Conditions and the Open Source Licence (as defined below),and references in these Terms and Conditions to the Framework shall include the Technical Specifications, the GVL and the Portal (as the context requires).
- d) All use of the Framework, including use of the Technical Specifications in the context of the Framework and registration to participate in the Framework, and for GVs (as defined below) to be included on the GVL, is governed by a policy developed and managed by IAB Europe of which there are currently two versions:
 - (i) in respect of Version 1.1, the current version of the applicable policy can be found at <http://www.iabeurope.eu/tcfdocuments/documents/legal/currenttcfpolicyFINAL.pdf> and
 - (ii) in respect of Version 2.0, the current version of the applicable policy can be found at <http://www.iabeurope.eu/tcfdocuments/documents/legal/tcfpolicyFINALv2.pdf> In each case, the applicable policy may be updated by IAB Europe from time to time. In these Terms and Conditions, the “**Policy**” means: (i) for Version 1.1 the latest version of the applicable policy for the use of Version 1.1; and (ii) for Version 2.0, the latest version of the applicable policy for the use of Version 2.0.
- e) This is a contract between you and IAB Europe, and references to a “**party**” in these Terms and Conditions means you and/or IAB Europe, as required by the context. You acknowledge that any rights you need to use the Technical Specifications are granted by way of: (i) an open source licence from third party contributors to the Technical Specifications; or (ii) an open source licence from IAB Tech Lab, in each case as updated from time to time, together the “**Open Source Licence**”.

- f) If you are a third party that participates in the delivery of digital advertising within a publisher’s website, app or other digital content or a third party that a website operator is using in connection with surfacing content to its end users that either: (i) accesses an end user’s device or browser; and/or (ii) collects or receives personal data about the website operator’s end users, for example a technology vendor, agency or advertiser (a “**GV**”), then to participate in the Framework you must be listed as a global vendor on the GVL. You can apply for an annual GV membership with IAB Europe to be included as a global vendor on the GVL by completing the global vendor registration process at <http://register.consensu.org> (the “**GVL Portal**”).
- g) If you are a company that can read and update the “legal basis” status of vendors chosen by a website operator and acquire user consent or objection and provide this on a service specific or global basis (a “**CMP**”), then to participate in the Framework you must register as a consent management platform. You can do this by applying for an annual CMP membership with IAB Europe through completing the CMP application process at <http://register.consensu.org/CMP> (the “**CMP Portal**”).
- h) In these Terms and Conditions, unless the context otherwise requires: (i) a reference to “**Portal**” means the GVL Portal or the CMP Portal, as applicable; and (ii) a reference to “**you**” or “**your**” means you as a GV or CMP, as applicable. These Terms and Conditions apply to your application to participate in, and use, the Framework, which includes: (1) for GVs, your application to register, and be included on, the GVL and your use of the GVL Portal in order to apply to be included on the GVL; (2) for CMPs, your application to register to participate in the Framework and your use of the CMP Portal to do so; and (3) your access to, and use of, the Technical Specifications within the context of the Framework.
- i) We provide you with access to the Portal, access to the Technical Specifications for use in the context of the Framework and for GVs, publication on the GVL on the basis of these Terms and Conditions, including the applicable Policy. You acknowledge that you have read these Terms and Conditions and the applicable Policy and that you accept their terms. By using the Portal, applying to be included on the GVL or participate in the Framework as a consent management platform (as applicable) and using the Technical Specifications within the context of the Framework, you agree to be bound by these Terms and Conditions, including the applicable Policy.
- j) We may amend these Terms and Conditions or the applicable Policy from time to time. Any changes will be immediately effective upon the posting of the revised versions of the Terms and Conditions or the Policy on the Portal. We will inform all GVs and CMPs participating in the Framework at that time of these revisions by email. Your use of the Framework will be subject to the most current version of the Terms and Conditions and the applicable Policy posted on the Portal at the time of such use, and by continuing to use the Framework, you are consenting to the updated Terms and Conditions and applicable Policy. Please check these Terms and Conditions and the Policy regularly to ensure you understand the terms that apply to you in your use of the Framework.

2) **Registration Requirements for GVs**

- a) If you are a GV and you want to apply to be included as a global vendor on the GVL in connection with your use of Version 1.1, Version 2.0 or both Versions, you must complete the applicable registration process available at the GVL Portal, including providing all information required during the registration process. There are separate registration pages in respect of registration in relation to Version 1.1 and Version 2.0.
- b) You acknowledge that in order to pass our verification process and be included as a global vendor on the GVL, a GV must adhere to the following requirements:

- i) you must be a member in good standing with at least one of the following industry associations and you must provide evidence of such membership (e.g. by providing evidence of being featured on the member directory of the organisation):
 - (1) membership of a recognised Interactive Advertising Bureau, or one of IAB Europe's non-IAB trade association members;
 - (2) membership of the World Federation of Advertisers (WFA), or one of its trade association members;
 - (3) membership of the European Association of Communication Agencies (EACA), or one of its trade association members;
 - (4) membership of the Mobile Marketers Association (MMA);
 - (5) membership of the Network Advertising Initiative (NAI);
 - (6) participation in the Digital Advertising Alliance (DAA);
 - (7) participation in the European Digital Advertising Alliance (EDAA);
 - (8) participation in the Digital Advertising Alliance of Canada (DAAC); or
 - (9) membership of the Federation of European Direct Marketing Associations (FEDMA), or one of its trade association members.

We reserve the right to review membership of other trade bodies and determine eligibility for inclusion on the GVL. We may also consider it to be sufficient if you are a member of an association of your nomination or participate in a self-regulatory program of one of the above associations or an association of your nomination, provided we can verify the existence and legitimacy of the association or program and verify your participation therein;

- ii) you must have accepted these Terms and Conditions, including the obligations set out in paragraph 2 (*Your Obligations*) and the provisions of paragraph 10 (*Liability*);
- iii) you must have and maintain, and confirm to us that you have and maintain, a privacy policy; and
- iv) you must provide, and must keep up to date, all information required during the registration process.

3) **Registration Requirements for CMPs**

- a) If you are a CMP and you want to apply to participate in the Framework as a consent management platform, you must complete the registration process available at the CMP Portal, including providing all information required during the registration process.
- b) You acknowledge that in order to pass our verification process and be permitted to participate in the Framework as a consent management platform, a CMP must adhere to the following requirements:
 - i) you must have accepted these Terms and Conditions, including the obligations set out in paragraph 5 (*Your Obligations*) and the provisions of paragraph 10 (*Liability*); and
 - ii) you must provide, and must keep up to date, all information required during the registration process.

4) Registration Process

- a) You represent and warrant that all data and information that you provide during the registration process on the Portal is up to date, complete, accurate and true. You undertake to communicate to us any changes of your data and information in a timely manner.
- b) You hereby authorise us to verify the accuracy of the data and information that you provide to us during the registration process, and you undertake to co-operate with us during such verification process.
- c) You acknowledge that we will use external resources in the course of carrying out our verification process. We do not exercise control over the contents, information, services and/or products offered by such external resources. We have assumed that the information revealed by these external resources is complete, accurate and not misleading. Inevitably errors and inaccuracies sometimes occur. Recent changes in membership or participation status may not yet have been included. We can accept no responsibility for any possible errors and/or omissions that may occur in these external resources.
- d) If we, in our sole discretion, determine that you have not passed our verification process, we will contact you by email indicating that you did not pass the verification process and give you the opportunity to re-register, if appropriate.
- e) If we, in our sole discretion, determine that you have passed our verification process, we will contact you by email and request that you make payment of the non-refundable Membership Fee (as defined in paragraph 6)a)). The terms applicable to your payment of the Membership Fee are set out in paragraph 6) (*Payment*) of these Terms and Conditions.
- f) Once we have received your payment of the Membership Fee, we will contact you by email:
 - i) in relation to GVs:
 - (1) to indicate to you when you will be included as a global vendor on the GVL. We will publish the GVL on a website that will be visible to the public, including CMPs approved to participate in the Framework, and you hereby consent to such publication. Your inclusion as a global vendor on the GVL will continue for one (1) year from the date we notify you of publication;
 - (2) to provide you with your authentication credentials, consisting of an ID. Your ID will operate as a key to allow you to identify and understand signals sent to you by CMPs and a designation by which disclosures can be made about you by CMPs and/or content providers;
 - (3) you will be included as a global vendor on the GVL from the date notified to you pursuant to paragraph 4)f)i)(1) and you will automatically be able to participate in the Framework from that date and for as long as you continue to be an active global vendor on the GVL in accordance with these Terms and Conditions, subject to your acceptance of these Terms and Conditions; and
 - (4) we do not guarantee that being on the GVL means that you will receive signals from CMPs (or CMPs on behalf of content providers), as content providers are entitled in their sole discretion to choose which GVs they want to collaborate with using the Framework;
 - ii) in relation to CMPs:
 - (1) to indicate to you when you will be able to participate in the Framework as a consent management platform. We will publish your name and logo on a website that will be visible to the public and you hereby consent to such publication. Your ability to

participate in the Framework as a consent management platform will continue for one (1) year from the date we notify you of publication;

(2) to provide you with your authentication credentials, consisting of an ID and a sub-domain. Your ID will operate as a key to allow you to send signals in the context of the Framework; and

(3) you will be able to participate in the Framework as a consent management platform from the date notified to you pursuant to paragraph 4)f)ii)(1) and you will automatically be able to participate in the Framework from that date and for as long as you continue to operate in accordance with these Terms and Conditions, subject to your acceptance of these Terms and Conditions.

g) For GVs, your inclusion on, or access to, the GVL will be subject to auto-renew at the expiry of your annual GV membership subscription. For CMPs, your ability to participate in the Framework as a consent management platform will be subject to auto-renew at the expiry of your annual CMP membership subscription. We will contact you by email to advise you of the opportunity to auto-renew and refer you to the payment process. On prompt payment you will retain, in the case of GVs, your ID, or, in the case of CMPs, your ID and sub-domain.

5) Your Obligations

a) You shall at all times:

i) comply with these Terms and Conditions;

ii) comply with the applicable Policy, including, in the case of CMPs, in your interactions with any content provider with which you interact (for example publishers), and you will not accept any instruction from any such content provider which is not in compliance with the applicable Policy;

iii) when using the Technical Specifications, comply with the terms of the Open Source Licence;

iv) comply with the GDPR and all other applicable laws; and

v) only use the Framework (including, in the case of CMPs, your sub-domain):

(1) for the purposes of providing transparency and managing legal grounds for processing (including consent where necessary) in compliance with the applicable Policy, the Technical Specifications and the requirements of the GDPR, provided that this shall not operate to prevent you from using the Technical Specifications as permitted by, and in accordance with, the terms of the Open Source Licence; and

(2) otherwise in accordance with these Terms and Conditions.

In particular, you undertake neither to send or spread through the Framework illicit, infringing, defamatory, vulgar, obscene, abusive or disturbing content, nor to use the Framework to perform any acts which could cause damage to our image and reputation (or that of IAB Tech Lab) or any other loss or damage to us or to IAB Tech Lab.

b) You are responsible for configuring your information technology, computer programs and platform to access and use the Framework. We make no representations that the Framework is compatible with, or will function or operate with, your devices or equipment.

c) To be able to use and access the Framework you must have an internet connection, which you must procure at your own expense from a reliable provider. We are not liable for any damages to your hardware that may be caused, directly or indirectly, by the internet connection.

- d) You must not misuse the Framework by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful (together, “**Viruses**”) into the Framework, and you must use your best efforts to: (i) detect and prevent the introduction by third parties of Viruses into the Framework (including using virus protection software and putting in place other appropriate security measures); and (ii) remove any Viruses that are identified from the Framework. You must not attempt to gain unauthorised access to the Portal, the GVL or the Technical Specifications, or the server(s) on which the Portal, the GVL or the Technical Specifications are stored or any server, computer or database connected to the Portal, the GVL or the Technical Specifications. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Framework will cease immediately and, if you are a GV, you will be marked as deleted on the GVL and, if you are a CMP, we will remove your name and logo from our website.
- e) You are responsible for ensuring that all persons who access the Framework on your behalf are aware of these Terms and Conditions and the applicable Policy and that they comply with them.

6) Payment

- a) The membership fee for GVs is an annual fee of Euro 1200 and the administrative fee for CMPs is an annual fee of Euro 1200 (each, the “**Membership Fee**”). The Membership Fee is the same regardless of whether you wish to use Version 1.1, Version 2.0 or both Versions at the same time. In addition, if you are already registered for Version 1.1 and wish to also register for Version 2.0, you can do so within your membership year without paying any additional Membership Fee (i.e. the Membership Fee you have already paid will apply to your use of Version 2.0 for the remainder of the applicable membership year). We are entitled to change the Membership Fee at any time in our sole discretion, so if you wish to renew your participation in the Framework, then please be aware that the Membership Fee for any renewal may be higher than the Membership Fee that you paid in the previous year.
- b) Payment of the Membership Fee can be made by credit card or by bank transfer. An invoice for payment will be issued in each instance.
- c) The Membership Fee is expressed exclusive of any value added tax or any other tax of a similar nature (“**VAT**”). If any VAT is chargeable on any supply made by us to you, and we are required to account to the relevant tax authority for that VAT, then you shall pay to us (in addition to and at the same time as paying the Membership Fee) an amount equal to the amount of VAT, subject to the provision by us to you of a valid VAT invoice. Where you are required to reimburse or indemnify us for any cost or expense, you shall reimburse or indemnify (as the case may be) us for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that we are entitled to recover such VAT (whether by way of repayment or credit).
- d) If a deduction or withholding for or on account of tax is required by law to be made by you from the Membership Fee, then you shall increase the amount of the Membership Fee to an amount which ensures that, after the making of such tax deduction, we receive a net sum equal to the amount of the Membership Fee which we would have received had no such tax deduction been required. You will deduct the full amount required to be withheld or deducted, and will make any payments required by law to be made to the competent tax authorities in connection with that deduction within the time allowed by law. You will promptly after the making of any such payment to the competent tax authority forward to us an official receipt or other documentation reasonably satisfactory to us evidencing such payment to that tax authority. If you make an increased payment under this paragraph 6)d) and we obtain and

utilise a credit or other relief from or against tax in respect of the deduction or withholding that gave rise to that increased payment, then we will reimburse you with such sum as we (acting reasonably) certify to you will leave us (after such reimbursement) in no better and no worse position than it would have been in had that deduction or withholding not been required.

7) Our Obligations

- a) We will use reasonable endeavours to process your application to be included on the GVL or to participate in the Framework as a consent management platform (as applicable) in a timely manner.
- b) You agree that we and IAB Tech Lab may access, store and use any information that you provide in connection with your participation in the Framework in accordance with the terms of our Privacy Policy at <https://www.iabeurope.eu/privacy-policy/>, as updated from time to time.
- c) The Technical Specifications will be maintained by IAB Tech Lab in IAB Tech Lab's sole discretion. Your use of the Technical Specifications in the context of the Framework will be governed by these Terms and Conditions and the terms of the Open Source Licence.
- d) We do not guarantee that the Portal, the Technical Specifications or the infrastructure that we use to maintain the GVL will always be available or be uninterrupted.

8) Rights in the Framework

- a) So long as you comply with these Terms and Conditions, you have the right to use the Portal solely for the purposes of applying: (i) if you are a GV, to be included on the GVL; and (ii) if you are a CMP, to participate in the Framework as a consent management platform. All rights, title and interest in and to the Framework, including all intellectual property and other proprietary rights therein are hereby reserved to IAB Europe and IAB Tech Lab (as applicable). Using the Framework does not give you any ownership or other proprietary right or interest in the Framework or the content or information made available through the Framework.
- b) Except to the extent required to comply with the applicable Policy, you are not granted any licence to use or display, nor may you authorise any third party to use or display, any of our or IAB Tech Lab's names, logos, trademarks or other means of attribution or identification.

9) Term and Termination

- a) If you are a GV, any inclusion of your details on the GVL will continue for one (1) year from the date you are notified of their publication on the GVL and if you are a CMP, your ability to participate in the Framework as a consent management platform will continue for one (1) year from the date you are notified of the publication of your name and logo on our website (in each case, the "Term"). On expiry of the Term (unless you have renewed your annual membership subscription as a GV or a CMP in accordance with paragraph 4)g) of these Terms and Conditions), or in the circumstances otherwise described in this paragraph 9), we will remove your ability to participate in the Framework, including (for GVs) marking you as deleted on the GVL.
- b) If you are a GV, you may ask us to delete you from the GVL and terminate your participation in the Framework for any reason and without the intervention of the court by notifying us at framework@iabeurope.eu Within thirty (30) days of our receipt of such notice, we will mark you as deleted on the GVL and revoke your access to the Framework. In such circumstances, the Membership Fee you have paid for that year will not be refunded. GVs should note that there may be some delay between when we mark you as deleted on the GVL and when the information available to CMPs is updated to show this. Such delay is outside of our control

and (to the fullest extent permitted by applicable law) we accept no liability in connection with any such delay.

- c) If you are a CMP, you may ask to terminate your participation in the Framework for any reason and without the intervention of the court by notifying us at framework@iabeurope.eu Within thirty (30) days of our receipt of such notice, we will revoke your access to the Framework. In such circumstances, the Membership Fee you have paid for that year will not be refunded.
- d) We may suspend your access to the Framework and, if you are a GV, your inclusion on the GVL or revoke your access to the Framework and terminate our agreement and, if you are a GV, mark you as deleted on the GVL, in each case without intervention of the court by notifying you by email if:
 - i) you are in material breach of these Terms and Conditions or the applicable Policy and, if the breach is capable of remedy, you fail to remedy it within fourteen (14) days of written notice from us informing you of the breach;
 - ii) you are in breach of the Open Source Licence;
 - iii) you act, or we have reasonable grounds to believe that you are acting or have acted, in a fraudulent manner in connection with the Framework or have intentionally breached these Terms and Conditions or the applicable Policy;
 - iv) you misrepresent or miscommunicate, or we have reasonable grounds for believing that you have misrepresented or miscommunicated, (including by omission, substitution or modification) user choices (including user consents) and/or a vendor's transparency status and/or permissions, that you have transmitted, or you have allowed to be transmitted, using the Framework;
 - v) you are subject to an investigation by, or enforcement action of, any data protection authority which is related to your activities that are connected to use of the Framework and in our reasonable opinion, this subjects, or is likely to subject, us to reputational or other risk or damage;
 - vi) in our reasonable opinion, you, your acts, omissions or your business activities, or your use of the Framework, harm or damage, or are likely to harm or damage:
 - (1) our reputation or the reputation of IAB Tech Lab; or
 - (2) the Framework; or
 - vii) we cease to provide or maintain the GVL, or the Framework is discontinued, for any reason.
- e) If you are a GV, following your removal from the GVL CMPs will no longer be able to make disclosures and obtain consents on your behalf.

10) Liability

- a) The Framework and all information and other materials provided in connection with the Framework, are provided "as is" and on an "as available" basis without any representation, covenant, warranty or endorsement, express or implied (except as expressly set out in these Terms and Conditions) and we hereby disclaim to the fullest extent permitted by applicable law any such representation, covenant, warranty or endorsement. In particular and without limiting the foregoing, we do not represent or warrant that:
 - i) the Framework or its use does not and will not infringe the rights of any third party or be subject to any intellectual property claims;

- ii) the Framework will be uninterrupted, functional, secure, reliable, accurate, complete, current, fit for purpose or error-free or will meet your requirements and expectations in any way;
 - iii) any defects in the Framework or its operation will be corrected;
 - iv) we have verified or endorsed any third party content;
 - v) any consent obtained by any CMP or content provider and communicated to GVs will comply with any relevant law or regulation, including the GDPR; or
 - vi) any data processing activity carried out by you in connection with, or in reliance on, the Framework will comply with any relevant law or regulation, including the GDPR.
- b) IAB Europe’s administration of the GVL and involvement in the Framework is provided on a not for profit basis and you agree that you are responsible for deciding if you want to participate in the Framework and that your subscription to the Framework and your use of the Framework is entirely at your own risk. To the fullest extent permitted by applicable law and except as provided in paragraph 10)d), we shall have no, and we hereby disclaim any, liability to you or any of your affiliated entities for any losses, damages, claims, liabilities, costs or expenses (including attorneys’, and other legal and professional, fees and expenses) that are suffered or incurred in connection with the Framework or your use of it or any aspect of it and whether:
- i) arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or otherwise; or
 - ii) direct, indirect or consequential in nature (including any loss of revenue, profits, business, data, opportunity or contract or any loss of, or damage to, goodwill or reputation and all interest, penalties and legal costs) even if you had been advised of the possibility of such losses, damages, claims, liabilities, costs or expenses,
- (collectively “**Losses**”). In particular and without limiting the generality of the foregoing, to the fullest extent permitted by applicable law we shall have no, and we hereby disclaim any, liability to you or any of your affiliated entities for any Losses arising out of or in connection with:
- (1) your use of the Technical Specifications;
 - (2) the functionality or availability of the Framework (or lack or deficiency thereof);
 - (3) your, or any third party’s, use or misuse of your ID; or
 - (4) any failure to properly obtain consent from any individual whose personal data is subsequently processed in breach of any applicable law or regulation, including the GDPR.
- c) To the extent permitted by applicable law and except as provided in paragraph 10)d), our liability to you:
- i) to the extent that applicable law operates to prevent us from excluding our liability in any way pursuant to paragraph 10)b), for any and all Losses that cannot be so excluded;
 - ii) otherwise under or in connection with these Terms and Conditions,
- will be limited in the aggregate to an amount equal to the Membership Fee paid by you in the twelve (12) months immediately preceding the date of the claim.
- d) Nothing in this paragraph 10) shall operate to exclude or limit our liability for Losses arising from our fraud.

- e) You shall indemnify us at first demand and keep us indemnified from and against all Losses that we suffer or incur and that arise out of or in connection with:
 - i) your use of the Framework;
 - ii) a failure by you to comply with relevant laws or regulations relating to the processing of personal data, including the GDPR (including any failure to obtain any necessary consent to processing);
 - iii) any misrepresentation or miscommunication by you (including by omission, substitution or modification) with respect to user choices (including user consents) and/or a vendor's transparency status and/or permissions, that you have transmitted, or you have allowed to be transmitted, using the Framework; and
 - iv) in the case of CMPs, any damage caused to us or third parties as a result of the use or misuse of your sub-domain.
- f) We must notify you of any allegations that we receive that could reasonably be expected to give rise to a claim under the indemnity in paragraph 10)e) and cooperate reasonably with you to resolve such allegations.
- g) We will have sole control of claims or investigations that arise in connection with any of the matters for which we are indemnified by you pursuant to paragraph 10)e). We will keep you advised of the status of such claim or investigation and we will not settle any claim or investigation requiring the admission of liability, the payment of money, or taking (or refraining from taking) any action, without your prior written consent, not to be unreasonably withheld, conditioned, or delayed.
- h) We will use reasonable endeavours to mitigate any Losses that we suffer or incur that arise out of or in connection with any of the matters for which we are indemnified by you pursuant to paragraph 10)e).

11) Confidentiality

- a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or its affiliated entities, except as permitted by paragraph 11)b).
- b) Each party may disclose the other party's confidential information or that of its affiliated entities:
 - i) to: (A) its employees, officers, representatives or advisers; and (B) its affiliated entities and their employees, officers, representatives or advisers, in each case who need to know such information for the purposes of exercising that party's rights or carrying out its obligations under these Terms and Conditions or in relation to any dispute relating to these Terms and Conditions. Each party shall ensure that its affiliated entities, employees, officers, representatives or advisers (and those of its affiliated entities) to whom it discloses the other party's confidential information comply with this paragraph 11); and
 - ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights or perform its obligations under these Terms and Conditions or in relation to any dispute relating to these Terms and Conditions.
- d) This paragraph 11) shall survive the termination or expiry of these Terms and Conditions or your participation in the Framework without limit in time.

12) General

- a) These Terms and Conditions, and any documents incorporated into these Terms and Conditions by reference, constitute the entire agreement between you and IAB Europe relating to the Framework (including the Portal, the GVL and the Technical Specifications) and supersede any previous written or oral agreement between you and IAB Europe relating to such subject matter.
- b) The headings in these Terms and Conditions shall not affect the interpretation of these Terms and Conditions. In these Terms and Conditions: (i) the words “include”, “including”, “in particular” or similar shall be construed without limitation; (ii) unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders; and (iii) references to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time and include any subordinate legislation made under the relevant statute or statutory provision.
- c) If any provision of these Terms and Conditions is held to be illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect that provision in other jurisdictions or the other provisions of these Terms and Conditions which shall remain in full force and effect. The provision that is held to be illegal, invalid or unenforceable will be replaced by a valid replacement provision that is as close as possible to the original intention of that provision with the same or as similar as possible economic effect.
- d) A failure to exercise or delay in exercising a right or remedy provided by these Terms and Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms and Conditions or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. No waiver of any right under these shall be effective unless in writing, signed by the party that is giving the waiver. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.
- e) Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control, including any act of God, flood, earthquake or other natural disaster, terrorist acts, riots, war, sanction or embargo, fire, explosion or accident, industrial action of any kind (other than induced by the affected party), interruption or failure of any utility service or act taken by any government authority.
- f) The rights and remedies provided by these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law. You acknowledge that damages may not be an adequate remedy for breach by you of these Terms and Conditions, and that we are entitled to seek the remedy of injunction, specific performance or other equitable relief for a threatened or actual breach by you of these Terms and Conditions.
- g) Nothing contained or implied in these Terms and Conditions creates a joint venture or partnership between you and IAB Europe or makes either party the agent or legal representative of the other party for any purpose.
- h) We may assign, charge or otherwise deal with any or all of our rights and obligations, or sub-contract any of our obligations under these Terms and Conditions without your prior written consent. These Terms and Conditions are personal to you, and you may not assign, charge or otherwise deal with any of your rights or obligations, or sub-contract your obligations under these Terms and Conditions without our prior written consent, which shall not be unreasonably conditioned, delayed or withheld.

- i) A person who is not a party to these Terms and Conditions has no right to enforce any term of these Terms and Conditions as specified under Article 1165 of the Civil Code. No stipulation as provided in Article 1121 of the Civil Code is made in these Terms and Conditions.
- j) Any notices in any form to be given or made by a party in connection with these Terms and Conditions must be delivered by email transmission and addressed as follows:
 - i) if to you, to the email address that you submitted during the registration process, which you may update by notifying us at framework@iab europe.eu; and
 - ii) if to us, to framework@iab europe.eu, which we may update by notifying you at the email address that you submitted during the registration process (or as updated pursuant to paragraph 12)j)).

Such notice shall take effect, if sent during normal business hours, at the time of transmission or, if sent outside normal business hours, then on the next following business day.

- k) These Terms and Conditions and any non-contractual obligations arising out of or in connection with these Terms and Conditions shall be governed and construed in accordance with the laws of Belgium (without application of the conflict of law rules thereunder) and each of you and IAB Europe submits to the exclusive jurisdiction of the Courts of Brussels, Belgium over any claim arising out of or in connection with these Terms and Conditions (including a dispute relating to any non-contractual obligations arising out of or in connection with these Terms and Conditions).