

*If you have an active, duly executed contract for Quantcast services ("**Existing Contract**"), the Existing Contract will govern your use of the service(s) covered in the Existing Contract instead of these Quantcast Measure Terms of Service ("**Terms**"). In addition, these Terms only apply to the Quantcast Measure service (i.e., the "**Service**" as described below) and not to any other Quantcast product or service.*

## **Quantcast Measure Terms of Service**

This Quantcast Measure Terms of Service (this "**Agreement**") describes the terms and conditions on which Quantcast makes Quantcast Measure (the "**Services**") available to you.

BY CLICKING THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, USING THE SERVICES OR ENTERING INTO AN OFFLINE AGREEMENT THAT REFERENCES THIS AGREEMENT OR INCLUDES A LINK TO THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY (OR, IF SUCH ENTITY IS ACTING AS AN AUTHORIZED AFFILIATE, THEN THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY, THE AUTHORIZING PARTY(IES), OR BOTH, AS APPLICABLE). QUANTCAST MAY MODIFY THIS AGREEMENT FROM TIME TO TIME; CONTINUED USE 30 DAYS AFTER NOTIFICATION WILL CONSTITUTE ACCEPTANCE (SEE SECTION 10).

Capitalized terms not otherwise defined herein are defined in Section 14.

This Agreement incorporates the [US State Data Privacy Addendum](#) to the extent that the Services include processing personal information that is subject to U.S. State Privacy Laws (as defined in the foregoing Addendum) and the [Privacy Implementation for Quantcast Publisher Partners](#).

### **1. Introduction: Reachpoints, Tags, and Measurement Data.**

Quantcast Measure is a free digital audience measurement service that allows you to tag web pages, video, advertisements, apps, content, and paid search campaigns (what we call, "**Reachpoints**") for direct measurement.

You can also define and measure actions and events by customizing your Tags with labels. You have complete control over (and are solely responsible for) which Reachpoints are tagged, how segments are labelled (e.g., with meaningful or obfuscated names), and how the resulting Measurement Results are or are not disclosed publicly.

Each time a browser visits your tagged Reachpoints, Quantcast may, in accordance with Applicable Privacy Laws, collect traffic statistics like those in any web server log (what we call, "**Measurement Data**"). We then apply proprietary Quantcast algorithms and other data to the Measurement Data to generate the "**Measurement Results**", which we make available to you on the Quantcast website (see Section 3).

To measure Reachpoints that you do not own or control, you may provide your Tag to a third party who accepts this Agreement (any such third party, an "**Authorized Affiliate**"); you may also instruct us to give the Authorized Affiliate access to the Measurement Results.

### **2. Registration.**

In order to access the Services you must register for a Quantcast account on the Quantcast website. Each new app you Tag requires its own registration and then receives its own unique API key. In registering, you agree to provide accurate, current, and complete information, and to keep it up to date. Any processing of Personal Information when registering for a Quantcast account will be processed in accordance with the Quantcast Website and Corporate Privacy Policy which you can access [here](#).

You are responsible for keeping your password confidential. You hereby take responsibility for all actions taken—and instructions

provided to Quantcast—under your account or with the Measurement Results, by you or any third parties, whether or not authorized. You will notify Quantcast immediately of any unauthorized or non-compliant use of your account and will cooperate with us in stopping it.

### **3. Measurement Data and Results.**

Quantcast uses each piece of Measurement Data both to understand your audience (for your benefit only) and as one of trillions of data points for predictive analytics and in determining what content and advertising to show individuals across the internet and other digital applications. You acknowledge that Quantcast may use Personal Information it receives from you to provide services to other Quantcast clients or for Quantcast’s commercial interests that may be unrelated to providing the Services to you.

Quantcast will never sell your audience (whether identified as such or not) and you control the extent to which Quantcast displays the Measurement Results.

Quantcast grants you perpetual rights to use, copy, and distribute the Measurement Results, including with our sharable widgets, only as long as you:

1. Credit Us. Conspicuously include: “Source: Quantcast [www.quantcast.com](http://www.quantcast.com)”;
2. Present the Measurement Results Exactly as We Provided It. Do not: (i) manipulate or modify the Measurement Results to state or suggest different results from those specifically presented by Quantcast; (ii) combine information related to different Quantcast profiles (for example, by adding together the reach from two different sites instead of presenting the cross-site unduplicated reach measurement provided by Quantcast); (iii) quantitatively aggregate or combine information in the Measurement Results with information derived from other sources (but offering a comparison with information derived from other sources is permissible);
3. Don’t Use Our Work to Compete with Us. Do not use the information in the Measurement Results in any way that competes with Quantcast; and
4. Bind Third Parties. If you provide the information in the Measurement Results directly to any third party (rather than by having them access the information through the Quantcast website), you must ensure that they agree to be bound by and comply with the terms of this Agreement including the foregoing requirements.

### **4. Tagging Rules and Privacy.**

You agree not to misrepresent your digital traffic, audience, or user activity in connection with Quantcast, the Services, or any Tags. You agree not to tag any adware or spyware inventory, or any Reachpoint revealing precise geographic location (i.e., information that describes the precise location of a device derived through any technology that is capable of determining with reasonable specificity the actual physical location of an individual or device), specific health / medical /sex-life information, credit card or financial data, or criminal convictions or charges. In addition, you agree not to tag any Reachpoint revealing data regarded as “sensitive” or “special category” Personal Information under Applicable Privacy Laws, including data revealing racial or ethnic origin, political opinions or parties, religious or philosophical beliefs, trade union membership, or health. You further agree not to tag any website that contains information about health conditions or treatments or that might otherwise reveal or suggest an individual’s health status or treatment. If you represent to Quantcast (e.g., during the signup process) that your Reachpoints are directed to users under the age of 16, Quantcast will not collect any Personal Information from such Reachpoints and you will not receive those of our services that require collection of data across different websites. You will not modify the Tag other than as described in a [Quantcast Learning Center Guide](#). You agree to update your Tag (which may require retagging your Reachpoints) when we notify you of any Tag fixes, updates or upgrades. You will use the Tag in the top most frame possible. You will retain the Tag’s origin address that we provided, in full.

You agree to comply with Applicable Privacy Laws and also industry self-regulation Principles and Codes of Conduct for interest-based advertising in connection with your use of the Tag and the Services. You agree not to use the Services to track or collect personally identifiable information (i.e., information that can be used to contact or identify a particular individual, including name, address,

telephone number, email address, financial account number or government-issued identifier) of end users. To the extent that the web pages or apps in which you place the Technology are accessed by end users located in Europe, you agree to implement a transparency and consent solution compatible with the [IAB Europe Transparency and Consent Framework](#) or another solution mutually agreed by both parties in writing. While you are implementing such consent solution, you agree to (i) obtain consent for Quantcast to use cookies and similar technologies in compliance with Applicable Privacy Laws, (ii) provide proof of such consent if requested by Quantcast, and (iii) not permit calls from your web pages or apps to Quantcast servers if such consent has not been obtained. You agree to name Quantcast as a party for or by whom cookies or similar technologies are used to access the device and Personal Information is collected through your webpages or apps.

You further agree to prominently display to end users a user friendly, easily accessible, clear and comprehensive privacy policy (and, if necessitated by Applicable Privacy Laws, a separate cookie policy) that, where required, complies with Applicable Privacy Laws and contains the following (a) a statement that your site or app permits data collection for interest-based advertising, (ii) a description of the types of data collected for such advertising, (iii) an explanation of the purposes for which data is collected by, or transferred to, third parties, and (iv) a conspicuous link to either an opt-out mechanism, such as the NAI or DAA opt-outs for companies established outside of Europe or a consent revocation page for companies established in Europe. If you use the Services to collect data from a network of domains or subdomains, you will inform each in advance of such disclosures.

In the case of app measurement, operating system platforms provide device-level setting options that allow end users to indicate their preference with respect to third party data collection and targeted advertising (the "**Ad Preference Setting**"). Quantcast treats these device level Ad Preference Settings as consumer opt-outs and you will accurately pass the Ad Preference Setting to Quantcast. You will not send any identifier associated with a device to the extent that such device has otherwise indicated that the end user wishes to be opted out of advertisement tracking.

Unless agreed otherwise, you and Quantcast are each separate and independent Businesses or Controllers of any Personal Information which you and we may disclose or receive under this Agreement. You and Quantcast, pursuant to this Agreement, do not and will not jointly determine the purposes or the means of Processing of any Personal Information disclosed or received under this Agreement.

Each party shall comply with the obligations that apply to it under Applicable Privacy Laws and provide Personal Information Processed pursuant to this Agreement the level of privacy protection required by such laws. In the event that either party determines that it can no longer meet its privacy obligations under this Agreement or the Privacy Laws, it shall inform the other party without undue delay.

If you are a Business subject to CCPA, you agree to prominently post a "Do Not Sell or Share My Personal Information" link on all of your Reachpoints, and to provide consumers with the disclosures required of Businesses by CCPA.

You represent and warrant that you are not a covered entity under the Health Insurance Portability and Accountability Act ("HIPAA"), and you do not have equivalent status under comparable local or international laws and regulations.

## **5. Restrictions.**

You agree to use the Services only in accordance with the terms and conditions of this Agreement. You will not use the Services to engage in any illegal or offensive acts or serve any illegal content via any Reachpoint. You will not:

1. Interfere or attempt to interfere with the operation or security-related features of the Services or the Technology;
2. Delete, or in any manner alter, the copyright, trademark, or other proprietary rights notices appearing on any Quantcast Content;
3. Represent that Quantcast endorses or supports your services; make any representations and warranties concerning any aspect of the Services, the Technology, or Measurement Results to any Authorized Third Parties or other third parties; or
4. Attempt to index, scrape, search, or crawl the Services or the Quantcast website with any automated process; or attempt to access any information or technology relating to the Services, the Quantcast website, or our proprietary algorithms through any means not intentionally made available by Quantcast to you.

## 6. Quantcast Rights.

All right, title, and interest, including intellectual property rights, in and to the Quantcast website, the Services, the Technology, and the Quantcast Content are and will remain the exclusive property of Quantcast ("**Quantcast Property**"). Except as expressly permitted in this Agreement, you will not reproduce, modify, or prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, or use such Quantcast Property. In the event that your Quantcast account is suspended or terminated, Quantcast will continue to respect this Agreement's limits on our use of the Measurement Data and will cease all public display of the Measurement Results.

Quantcast servers may choose to occasionally respond to any publisher's Tag by redirecting the browser to a third-party anonymous beacon to support the provision of Quantcast services in market. The decision to beacon is not related to you, your traffic, or your user base.

## 7. Indemnity.

Quantcast agrees to defend, indemnify, and hold you harmless from any judgments, damages, loss, liability, or costs (including reasonable attorneys' fees) resulting from a third-party claim that the Technology or the Services infringe any U.S. or European intellectual property rights, provided that you (i) promptly inform and furnish Quantcast with a copy of each related communication and action, (ii) allow Quantcast to assume full control of the defense and settlement, and (iii) assist and cooperate with Quantcast, at Quantcast's expense. Quantcast will have no obligation or liability hereunder where the claim results from any combination with, addition to, or modification of the Services or the Technology, from your failure to update your Tag, from your or any Authorized Affiliate breach of this Agreement, or from failure to obtain consent for your and our use of cookies or other tracking technology in accordance with Applicable Privacy Laws. If the Services or Technology become, or, in Quantcast's opinion are likely to become, the subject of a third-party claim against you, Quantcast may, at its option and expense, procure rights for you to continue using the Services or the Technology, replace or modify the same so that it performs substantially similar functions but does not infringe, or terminate this Agreement. **The foregoing states the sole and exclusive liability of Quantcast and your sole remedy with respect to third party claims of any kind.**

You agree to indemnify and hold Quantcast harmless from any judgments, damages, loss, liability, or costs (including reasonable attorneys' fees) resulting from a third-party claim resulting from your failure to update your Tag when we notify you of any Tag fixes, updates or upgrades.

## 8. Warranty Disclaimer.

**The services and related information are provided "as is," without warranty or condition of any kind, either express or implied. Without limiting the foregoing, Quantcast explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement. Quantcast makes no warranty that the Services, the Quantcast website, or the Quantcast content will (1) meet your requirements, (2) be available on an uninterrupted, secure, or error-free basis, or (3) not cause any latency or processing delays. Quantcast is under no obligation to retain any Measurement Data or to keep the site up and running for any period of time. Quantcast makes no warranty regarding the accuracy, timeliness, truthfulness, completeness, or reliability of any information obtained through the Services, the Quantcast website, or the Quantcast content. No information, whether oral or written, will create any warranty or representation not expressly made herein. The foregoing exclusions and disclaimers are an essential part of this Agreement and formed a basis for enabling Quantcast to offer the Services to you. Some jurisdictions do not allow exclusion of certain warranties so this disclaimer may not apply to you in full.**

## 9. Suspension and Termination.

Unless otherwise terminated as set forth herein, this Agreement will remain in full force and effect while you use the Services. You may terminate your Quantcast account and this Agreement at any time by both (i) "dequantifying" by deleting all Reachpoints from your profile on the Quantcast website (or, alternatively, by emailing [contact@quantcast.com](mailto:contact@quantcast.com) (if you are resident in the US) or [contact.dublin@quantcast.com](mailto:contact.dublin@quantcast.com) (if you are resident outside the US) with your complete account information and explicit request to terminate) and (ii) removing the Tags from all of your Reachpoints. Quantcast may terminate or suspend your access to the Services or terminate this Agreement at any time, for any reason or no reason and without any liability to you. Upon termination, all licenses and other rights granted to you under this Agreement will immediately cease. Quantcast will not be liable to you or any third party for termination of this Agreement (whether by Quantcast or by you) or any termination or suspension of your use of the Services. Upon any termination or suspension, information in connection with your account may no longer be accessed by you. Notwithstanding the above, Sections 4 through 9, Sections 11 through 13, and the second paragraph of Section 3 will survive termination.

#### **10. Modification of the Service and of the Terms.**

Quantcast reserves the right, in its sole discretion, to modify or discontinue the Quantcast website and Services without notice. Quantcast may also modify this Agreement from time to time. If the modified Agreement is not acceptable to you, you may terminate your account within 30 days by following the two-step procedure described in Section 9. Use of the Quantcast website, use of any Tag to contact Quantcast's servers, or use of the Services will constitute your acceptance thereof.

#### **11. Limitation of Liability.**

**In no event will Quantcast be liable to you or any third party for any consequential loss, exemplary damages, incidental loss, special damages or loss, lost profit, loss or deletion of Measurement Data or Measurement Results, or punitive damages arising from your use of the Services, even if Quantcast has been advised of the possibility of such damages. These limitations formed a basis for enabling Quantcast to offer these Services to you. This paragraph will apply regardless of any failure of the exclusive remedy provided in the following paragraph.**

Except with regard to Quantcast's obligations under Section 7, liability stemming from death or personal injury resulting from Quantcast's negligence, or Quantcast's fraud, notwithstanding anything to the contrary contained herein, Quantcast's liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to two hundred fifty U.S. dollars (US\$250.00).

#### **12. Miscellaneous.**

This Agreement constitutes the entire Agreement between the parties with respect to the Services and supersedes all previous and contemporaneous agreements, proposals, and communications, written or oral between Quantcast and you with respect thereto. Any agreements regarding the delivery or use of advertising segments will govern the parties' relationship in connection with the applicable segments but will not affect the parties' rights, restrictions, or obligations under this Agreement, which the parties acknowledge as separate subject matter. Any waiver by either party of any violation of this Agreement will not be deemed to waive any further or future violation of the same or any other provision. If any parts or provisions of this Agreement are held to be unenforceable, then you and Quantcast agree that such parts or provisions will be given maximum permissible force and effect and the remainder of the Agreement will be fully enforceable. You and Quantcast agree that there are no third party beneficiaries of any promises, obligations or representations made by Quantcast. Either Party may assign its rights, data, and duties, under this Agreement in their entirety in connection with a sale of all (or substantially all) of its assets relating to this Agreement, a merger, or a reorganization. Nothing in this Agreement will constitute a partnership or joint venture or joint controllership between you and Quantcast. **This Agreement and any dispute relating to this Agreement will be governed by the laws of the United States and the laws of the State of California, without regard to U.S. or California choice of law rules. You and Quantcast agree and consent that jurisdiction, proper venue, and the most convenient forums for all claims, actions, and proceedings of any kind relating to Quantcast or the matters in this Agreement will be exclusively in courts located in San Francisco, California.** This Agreement is drafted in the English language. Any translation into another language is provided for convenience only. In the event of any inconsistency between the English language version and any

translation, the English language version shall prevail.

### 13. Notice.

All notices or other communications to Quantcast from you will be deemed given only when received by hand delivery, electronic mail, or prepaid first class mail, at the address below or any other address provided by Quantcast to you for these purposes:

Persons in the United States, please contact:

Quantcast Corp. 795 Folsom Street

San Francisco, CA 94107 Attn: Legal Department

Email: [contact@quantcast.com](mailto:contact@quantcast.com)

Persons outside of the United States, please contact:

Quantcast International Limited Beaux Lane House

Lower Mercer Street, 1st Floor Dublin 2, Ireland

Attn: Legal Department

Email: [contact.dublin@quantcast.com](mailto:contact.dublin@quantcast.com)

### 14. Definitions.

**"Applicable Privacy Laws"** means any applicable international, federal, state, or local privacy or data protection laws, statutes or regulations as may be amended, extended or re-enacted from time to time, including but not limited to (a) the EU General Data Protection Regulation 2016/679 ("**GDPR**") and any EU Member State laws implementing GDPR; (b) the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* as amended, including by the California Privacy Rights Act and implementing regulations ("**CCPA**"); (c) the e-Privacy Directive 2002/58/EC, as amended and as transposed into EU Member State law and any legislation replacing the e-Privacy Directive; (d) The Brazilian General Data Protection Law, Law No. 13.709, of August 14, 2018 ("**LGPD**").

**"Authorized Affiliate"** means a third party that you allow to use your Tag, your account, or the Measurement Results.

**"Business"** has the same meaning as in CCPA. **"Measurement Data"** has the meaning given to it in Section 1. **"Measurement Results"** has the meaning defined in Section 1.

**"Personal Information"** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household and any other information that may otherwise be considered "personal information" or "personal data" under Applicable Privacy Law.

**"Quantcast Content"** means the content of the Quantcast website and the Services, including the Measurement Data and Measurement Results.

**"Quantcast Property"** has the meaning given to it in Section 6.

**"Reachpoint"** has the meaning given to it in Section 1.

**"Services"** means Quantcast Measurement: the digital audience ratings service that allows you (or an Authorized Affiliate) to define and measure specific online events by tagging Reachpoints, as described herein and as governed by these terms and conditions.

**"Tag"** means the particular javascript or other audience measurement code or software development kit provided to you by Quantcast, which allows Quantcast to set a cookie and embeddable on web pages, media files, and other Reachpoints, together with any labels and any fixes, updates, and upgrades provided to you.

***“Technology”*** means, separately and collectively, the Tags, and Quantcast’s proprietary technology that generates the Measurement Results.

**15. Contracting Party.**

If you reside in the US this Agreement is between you and Quantcast Corporation. If you reside outside of the US, this Agreement is between you and Quantcast International Limited, an Irish limited liability company. References to “Quantcast”, “us”, “we” and “our” mean either Quantcast Corporation or Quantcast International Limited as appropriate.