



## TERMS AND CONDITIONS TO DISTRIBUTING CONTENT ON THE TABOOLA NETWORK

### 在 Taboola 网络分发内容的条款和条件

Pursuant to these Terms and Conditions to Distributing Content on the Taboola Network (the "Terms"): (a) Taboola shall distribute Advertiser's content (e.g., Advertiser's landing page URLs, headlines, thumbnail images, or videos) (the "Advertiser Content") via Taboola's content recommendation distribution platform (the "Platform") on Taboola owned or third party websites, digital properties, apps, utilities, platforms, operating systems, notifications or devices with or on which Taboola or its affiliates have a relationship or the right to serve advertisements (each, a "Taboola Property" collectively the "Taboola Network") in order to generate Impressions (as defined below) or drive traffic to Advertiser's designated landing page URLs (the "Service"), and (b) Advertiser shall compensate Taboola for the Service pursuant to the parameters agreed to by the parties. These Terms shall govern the relationship between Advertiser and Taboola for any orders to run Advertiser Content on the Taboola Network (each a "Campaign") as authorized by Advertiser, whether such authorization is granted via the attached insertion order (the "Insertion Order"), additional insertion orders, email, the Analytics Dashboard, or otherwise, and they represent the parties' common understanding for doing business (the "Agreement"). All references to "Agency" herein shall only be applicable to the extent that Advertiser is acting through an agent and all references to Advertiser shall include Agency, if applicable. All capitalized terms not otherwise defined herein are defined in the Insertion Order into which these Terms are incorporated by reference.

根据这些条款和条件以在 Taboola 网络分发内容 ("条款"): (a) Taboola 应通过 Taboola 自有的, 或与 Taboola 或其附属公司建立关系或有权利提供广告的第三方的网站、数字媒介、应用程序、系统工具、平台、操作系统、通知或设备 (各称"Taboola 专有媒介" 统称为"Taboola 网络") 上的 Taboola 内容推荐分发平台 ("平台") 发布广告主的内容 (例如广告主的登陆页 URL、标题、大图标或视频) ("广告主内容"), 以展示 (定义见下文) 或推高广告主指定登陆页 URL 的网络流量 ("服务"), 及(b) 广告主应根据双方协定的参数就服务向 Taboola 提供报酬。这些条款应管辖广告主与 Taboola 之间的关系, 并适用于按照广告主的授权在 Taboola 网络上运行广告主内容 (各称为"宣传") 的任何订单, 而无论此等授权是通过随附的广告订单 ("广告订单")、额外广告订单、电子邮件、Taboola 的"后台"分析平台 ("分析仪表盘") 或其它方式授予; 并且它们代表双方就业务经营达成的共同谅解 ("协议")。只有在广告主通过一名代理商行事时, 本文对"代理"的所有提及才适用, 并且对广告主的所有提及应包括代理 (若适用)。本文没有定义的词汇在广告订单中定义, 并且这些条款通过提及而纳入广告订单。

#### 1. Grant of Rights

- a. Advertiser grants Taboola a limited, revocable, non-exclusive, royalty-free right and license to (i) access, index, host, compress, crop (if applicable) or make adjustments to extent necessary to fit the desired inventory, and otherwise use the Advertiser Content and Campaign details (e.g., Advertiser Content description, Advertiser's landing page URLs, budget per Campaign period (the "Campaign Budget") Campaign dates, Campaign key performance indicators, pricing information, and targeting and tracking information) (the "Campaign Details") to recommend Advertiser Content on the Taboola Network until such time that the amount due to Taboola for the distribution of such Campaign reaches the Campaign Budget set forth by Advertiser in any insertion order or in the Analytics Dashboard and (ii) use Advertiser Content, Advertiser's name, logo, trademarks, and any other proprietary content provided by Advertiser (x) in connection with the recommendation of Advertiser Content and (y) for Taboola's own marketing purposes in referring to Advertiser as a client, and such use shall be subject to Advertiser's standard trademark and content usage guidelines and quality review, if any, as provided to Taboola. Advertiser further grants Taboola the right to write a case study regarding Advertiser's use of the Service.
- b. Taboola grants Advertiser a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free right during the Term to access and use the Analytics Dashboard solely for purposes of managing Advertiser's Campaigns and reviewing the analytics associated with Advertiser's Campaigns. Advertiser understands and agrees that Advertiser is solely responsible for its own actions in the Analytics Dashboard, if Advertiser chooses to use Taboola's Campaign Management feature, and Advertiser will keep its account passwords and login information confidential, and it will be responsible for all activity and payments owed under its account. Taboola will not review Advertiser's activity and Taboola is not responsible or liable for (and will not grant any credits for) any mistakes made by Advertiser in the managing of its own Campaign. Advertiser acknowledges that any analytics provided in the Analytics Dashboard are estimates and will only be finalized fourteen (14) days after the conclusion of any calendar month in which a Campaign has run (each a "Campaign Month"). In addition, Advertiser understands and agrees that Advertiser is responsible for: (i) its use of any artificial intelligence ("AI") software or technology made available to Advertiser through the Service (the "AI Tools"), and (ii) any images or content Advertiser generates using the AI Tools (the "AI Generated Content").

#### 1. 权利的授予

- a. 广告主向 Taboola 授予一项有限制、可撤销、非独家、免专利权费的权利和许可, 以 (i) 访问、编制索引、托管、压缩、裁剪 (若适用) 或进行必要的调整以适应预期的资源及以其它方式使用广告主内容和宣传详情 (例如广告主内容说明、广告主的登陆页 URL、每个宣传期的预算 ("宣传预算")、宣传日期、宣传关键绩效指标、定价信息及定位和追踪信息) ("宣传详情"), 以在 Taboola 网络上推荐广告主内容, 直至就分发此等宣传内容而应向 Taboola 支付的金额达到广告主在任何广告订单或分析仪表盘中所列明的宣传预算, 及(ii) 使用广告主内容、广告主名称、标识、商标及广告主提供的任何其它专有内容, 此等内容 (x) 与广告主内容推荐相关, 及 (y) 用于 Taboola 自身的营销目的, 在营销中提及作为客户的广告主, 并且此等使用应遵守广告主的标准商标和内容使用指引以及提供给 Taboola 的质量审核 (若有)。广告主进一步向 Taboola 授予以下权利编写有关广告主使用服务的案例研究。
- b. Taboola 向广告主授予仅出于管理广告主宣传以及审核与广告主宣传相关之分析的目的, 在期限内访问及使用分析仪表盘的一项有限的、非独占的、不可指派的、不可转让的、不可再授权的、免版权的权利。广告主理解及同意, 广告主独自负责其在分析仪表盘采取的行动, 如果广告主选择使用 Taboola 的宣传管理功能, 则广告主将对账户密码和登录信息保密, 并将对其账户下的所有活动及欠付的款项负责。Taboola 不会审核广告主的活动, 亦不就广告主在管理其自身宣传中所犯下的错误负责或负有法律责任 (并且不会就此授予任何信用额)。广告主承认, 分析仪表盘提供的任何分析仅属估计, 并将在进行宣传的日历月 (各称为"宣传月份") 结束之后十四 (14) 天才会最终确定。此外, 广告主理解并同意, 广告主对其以下行为负责: (i) 使用通过服务向广告主提供的任何人工智能 (以下简称 "AI") 软件或技术 (以下简称 "AI 工具"), 以及 (ii) 广告主使用 AI 工具生成的任何图像或内容 (以下简称 "AI 生成内容")。

- c. Except as otherwise specifically set forth herein, the grant of the foregoing licenses does not confer on either party any other proprietary rights, titles, and interests relating to patents, copyrights, trademarks, trade dresses, trade secrets, algorithms, know-how, mask works, droit moral (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including, without limitation, all applications and registrations therefore and all rights to apply for any of the foregoing (the "Intellectual Property Rights").

## 2. Advertiser's Content

Taboola reserves the right to (i) reject or remove any Advertiser Content, (ii) pause any Campaign, (iii) restrict Advertiser's access to the Analytics Dashboard, or (iv) cap Advertiser's Campaign Budget in any given Campaign Month, if Taboola determines, in its sole discretion, that Advertiser, Advertiser's Content, or the content on Advertiser's landing page does not comply with Taboola's Advertising Policies, with any applicable law, regulation, or other judicial or administrative order, or may bring disparagement, ridicule, pecuniary loss, or reputational harm upon Taboola. To the extent Taboola makes any optimization suggestions to the Advertiser with respect to Advertiser's Content, Taboola shall not own, or be liable to the Advertiser or any third party for such suggestions and related material, the Advertiser will remain solely liable for the Advertiser's Content, as specified hereunder. Upon receipt of written notice from Advertiser, Taboola agrees to use commercially reasonable efforts to ensure that Advertiser Content is not recommended on any specified Taboola Publisher Website that Advertiser deems objectionable. Advertiser shall not attempt to gain access to the accounts of other Taboola customers or to extract data from the Analytics Dashboard for commercial purposes. Advertiser acknowledges and agrees that the AI Generated Content shall constitute Advertiser Content for the purposes of this Agreement.

## 3. Campaign Details

- a. **Payment Models**: Pursuant to a signed insertion order, the parties will agree to one of the following payment models for each Campaign, except that only video Advertiser Content will be eligible to be paid on a CPM, vCPM, or CPCV model (each as hereinafter defined): (i) *Cost per Click* ("CPC"): Advertiser pays Taboola each time a visitor to a Taboola Property (a "Visitor") clicks on Advertiser Content. A click will be counted each time a Visitor clicks on Advertiser Content as measured and reported in Taboola's tracking logs (the "Click"), which are available to Advertiser anytime on the Analytics Dashboard; (ii) *Cost per Thousand Impressions* ("CPM"): Advertiser pays Taboola for each Advertiser Content impression and, in the case of video Advertiser Content, once a video ad has started to play (i.e., the first frame). An impression will be counted each time Advertiser Content is displayed on a Taboola Property (the "Impression"); (iii) *Cost per Thousand Viewable Impressions* ("vCPM"): Advertiser pays Taboola only for viewable Impressions and, in the case of video Advertiser Content, a video ad is deemed viewable when at least fifty percent (50%) of its pixels appear on-screen for at least two (2) consecutive seconds; (iv) *Costs per Completed View* ("CPCV"): Advertiser pays Taboola only for Advertiser Content that is completed. Completion occurs when: (1) a Visitor views video Advertiser Content until the end of the video; (2) the video Advertiser Content runs for at least thirty (30) seconds; or (3) the Visitor clicks on the video Advertiser Content. CPCs, CPMs, CPCVs, vCPMs are dynamic (i.e. they might be adjusted in order to effectively compete for a particular ad placement). Except as otherwise set forth herein, all of the foregoing payment models are inclusive of all costs associated with running a Campaign on the Taboola Network, including, without limitation, all data, tech, ad serving, brand safety, Agency discounts and rebates, auction costs and demand side platform fees.
- b. **Video Bandwidth Fees**: For Impressions of any video Advertiser Content that is 6MB or larger, invoices shall reflect a "Video Bandwidth Fee", at a rate equal to five cents per gigabyte served (\$0.00005/MB) (or its equivalent in RMB). For example, if 1000 Impressions of an 8MB video Advertiser Content file were served hereunder, the Video Bandwidth Fee with respect that file would be \$0.40 (i.e. 1000 Impressions \* 8MB \* \$.00005).
- c. **Data Fees**: For any audience data segments based on inferred user interests or demographics ("Data Segments") that Advertiser uses to target its Advertiser Content, invoices shall be inclusive of a "Data Fee". Where Advertiser employs such Data Segments, the following restrictions shall apply:

- c. 除非本协议另有明确规定，授予上述许可并不向任何一方授予与专利、版权、商标、产品包装、商业秘密、算法、诀窍、掩膜作品、精神权利相关的其它专有权利、所有权和权益，以及在任何司法管辖区现存或将来可能出现的任何类型的所有类似权利，包括但不限于所有相关申请和登记以及申请前述任何一项的全部权利（“知识产权”）。

## 2. 广告主的内容

Taboola 保留权利以 (i) 拒绝或删除任何广告主内容, (ii) 暂停任何宣传, (iii) 限制广告主对分析仪面板的访问, 或 (iv) 限制任何特定宣传月份的广告主宣传预算, 前提是 Taboola 独自酌情确定, 广告主、广告主内容或广告主登陆页的内容不符合 Taboola 的广告政策、任何适用法律、法规或其它司法或行政命令, 或可能对 Taboola 造成贬低、嘲笑、金钱损失或声誉伤害。在 Taboola 就广告主内容向广告主提出任何优化建议的情况下, Taboola 不拥有该等建议或相关材料, 不对广告主或任何第三方就该等建议或相关材料承担任何责任。广告主对本协议项下所列明的广告主内容单独承担全部责任。在收到广告主的书面通知后, Taboola 同意做出商业合理的努力, 以确保不在任何 Taboola 媒体网站上推荐广告主认为有异议的任何广告主的内容。广告主不得试图访问其他 Taboola 客户的账户, 也不得出于商业目的提取分析仪面板中的数据。广告主确认并同意, 就本协议而言, AI 生成内容应当构成广告主内容。

## 3. 宣传详情

- a. **支付模式**: 根据已签署的广告订单, 双方将为每次宣传议定以下支付模式之一, 但只有属于视频的广告主内容可以采用 CPM、vCPM 或 CPCV (各术语的定义见下文) 付费模式: (i) *点击付费* ("CPC"): 广告主在 Taboola 专有媒介的访客 ("访客") 每次点击广告主内容时付费。点击将在访客每次点击广告主内容时计算, 并在 Taboola 的追踪日志中计量和报告 ("点击"), 追踪日志可随时在 Taboola 的后台上向广告主提供; (ii) *千次展示付费* ("CPM"): 广告主就每个广告主内容展示向 Taboola 付费, 如果是视频广告主内容, 则在一个视频广告开始播放 (即首个画面) 时向 Taboola 付费。展示将在广告主内容每次在 Taboola 专有媒介上显示时计算 ("展示"); (iii) *可见千次展示付费* ("vCPM"): 广告主仅就可见展示向 Taboola 付费, 若为视频广告主内容, 当至少百分之五十 (50%) 的像素在屏幕上至少连续两 (2) 秒显示时, 则视频广告被视为可见; (iv) *按完整观看付费* ("CPCV"): 广告主仅就已经完成的广告主内容向 Taboola 付费, 若为视频广告主内容。完整观看视频的情况如下即可算数 (1): 用户观看完毕视频 (2): 视频播放至少 30 秒 (3): 用户点击了广告视频。CPCs, CPMs, CPCVs, vCPMs 均为动态计算 (即, 其有可能为有效竞争特定的广告投放而被调整)。除非本协议另有约定, 前述所有支付模式均已包含与在 Taboola 网络上开展宣传相关的所有费用, 包括但不限于所有数据、技术、广告服务、品牌安全、代理折扣和回扣、拍卖费用和需求方平台费。
- b. **视频带宽费**: 对于 6MB 或更大的视频广告主内容的展示, 发票应反映一项"视频带宽费", 费率为每 G 字节五美分 (0.00005 美元/MB) (或其人民币等值金额)。例如, 如果据此完成了一个 8MB 广告主视频文件的 1000 次展示, 与该文件相关的视频带宽费将是 0.40 美元 (即 1000 次展示 \* 8MB \* 0.00005 美元)。
- c. **数据费**: 对于广告主用于定位其广告主内容的基于推断用户兴趣或人口统计特征的音频数据片段 ("数据片段"), 发票应在载 "数据费"。当广告主采用此等数据片段时, 以下限制应适用:

- i. Advertiser shall not cache the Data Segments in a manner that would permit Advertiser to re-use them (or any functional equivalent or model of them);
  - ii. Advertiser shall not resell the Data Segments; and
  - iii. Advertiser shall not associate the Data Segments with any personal information, such as a first or last name, street address, email address, phone number, or other identifier of a natural person.
  - iv. Advertiser shall not utilize the Data Segments in violation of any applicable law (including, if applicable, the Fair Lending Act).
- d. **Campaign Information:** Advertiser may change the Campaign Details for a particular month, a portion of a month, or on a going-forward basis at any time on 48 hours' written notice, by either (i) sending an email to the Taboola representative who has been designated as the Campaign manager for Advertiser's account (the "Taboola Account Manager") or replying to an email from the Taboola Account Manager to confirm the change and the period during which it shall be in effect, or (ii) using the Campaign Management dashboard in the Analytics Dashboard. Advertiser acknowledges and agrees that Taboola does not guarantee how often it will recommend any Advertiser Content or that the number of Clicks during any period will fully exhaust Advertiser's Campaign Budget. Notwithstanding anything to the contrary, Taboola has the right to set price floors or require a minimum CPC for bidding on the Taboola Network. For purposes of clarity, the Campaign Budget shall be in RMB, unless otherwise agreed to in a separate writing between the parties.
- e. **Third-Party Trackers:** Advertiser, with Taboola's prior written consent (email shall be sufficient) may, either on its own or by asking a Taboola Account Manager, implement third party trackers (i.e. pixel or tags) to track impressions of or Clicks on the Advertiser Content. Advertiser agrees that Taboola will not cover, credit or reimburse any data collection management ("DCM") fees incurred by Advertiser for the use of third-party trackers. Further, If Advertiser elects to have a Taboola Account Manager implement the third-party trackers on its behalf, Advertiser remains solely responsible for the Taboola Account Manager's actions. Any issues resulting from the third-party trackers, including the resulting DCM fees, must be handled by the Advertiser and the third-party.
- f. **Reporting:** Taboola's measurements regarding Clicks, Impressions, and Video Completions are the definitive measurements under this Agreement and will be used to calculate the amounts due to Taboola hereunder.

#### 4. Invoices

Advertiser acknowledges that any analytics provided in the Analytics Dashboard or over email are estimates, and will only be finalized within fourteen (14) days of the conclusion of each Campaign Month, at which time, Taboola shall send Advertiser an invoice setting out the charges for such Campaign Month and the balance due. Any objection to any invoice shall be stated in writing to Taboola within ten (10) days of receipt of the invoice, otherwise Advertiser waives such objections and such invoice will be deemed final, not subject to dispute, and accepted by Advertiser. Payments may be made via wire, ACH or credit card, as mutually agreed between parties. Taboola, in its sole discretion, may require a prepayment of the Campaign Budget for any Campaign Month (the "Campaign Prepayment") from Advertiser before distributing the Advertiser's Content until such time as Advertiser has established a credit history with Taboola. Advertiser shall pay each invoice within thirty (30) days of the conclusion of each Campaign Month. Any late payments will accrue interest equal to one-and-one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. In addition to any other rights or remedies that Taboola may have, Advertiser's failure to pay any invoices as set forth herein may result in Taboola cancelling or pausing Advertiser's Campaigns. Further, if Advertiser fails to make any payment as set forth herein, Advertiser shall pay all reasonable expenses (including attorneys' fees) incurred by Taboola in collecting such payments. If Taboola agrees to a written request by an Advertiser to send an invoice to a third party on Advertiser's behalf, Advertiser agrees to remain responsible and liable for payment, and if such third party does not pay the invoice within the thirty (30) day payment period, Advertiser shall immediately pay all such amounts to Taboola. In addition, Taboola reserves the right to require immediate payment of any outstanding amounts due if the amount due to Taboola exceeds ¥50,000 in any given Campaign Month or to impose a credit limit on Advertiser based on Advertiser's credit history, application or any other factors that Taboola deems relevant. For purposes of clarity, all payments shall be made in RMB, unless otherwise agreed to in a separate writing between the parties. RMB conversion rates shall be determined on the last

- i. 广告主不得缓存数据片段, 以使广告主能够重新使用这些数据片段 (或任何同等功能或其模型);
  - ii. 广告主不得转售数据片段; 及
  - iii. 广告主不得将数据片段与任何个人信息相关联, 例如一名自然人的名字或姓氏、街道地址、电子邮件地址、电话号码或其它身份特征。
  - iv. 广告主不得违反任何适用的法律 (包括公平贷款法, 如适用) 使用数据片段。
- d. **宣传信息:** 广告主可提前 48 小时发送书面通知以随时更改特定月份、某个月的部分时间或未来期间的宣传详情, 方法如下 (i) 向已经被指定为广告主账户之宣传经理 ("Taboola 账户经理") 的 Taboola 代表发送一封电子邮件, 或回复由 Taboola 账户经理发送的电子邮件, 以确认相关变更及其生效的期间, 或(ii) 使用分析仪面板中的宣传管理仪表盘。广告主承认及同意, 对于 Taboola 推荐广告主内容的频率或在任何期间的点击数将完全耗尽广告主的宣传预算, Taboola 不作任何保证。尽管有任何相反的规定, Taboola 有权设定价格底线或要求 Taboola 网络投标的最低 CPC。为明确说明, 除非双方另有书面约定, 否则宣传预算以人民币计。
- e. **第三方追踪代码:** 广告主在 Taboola 事先书面同意 (电子邮件应足够) 的情况下, 可以自行或通过 Taboola 账户经理添加第三方追踪代码 (例如像素或标签) 来追踪展示或广告主内容的点击次数。广告主同意 Taboola 不会承担, 退还或补偿因使用第三方追踪代码而产生的任何数据收集管理 ("DCM") 费用。此外, 如果广告主选择让 Taboola 账户经理添加代表其的第三方追踪代码, 广告主仍然对 Taboola 账户经理的行为负全部责任。第三方追踪代码产生的任何问题, 包括产生的 DCM 费用, 都必须由广告主和第三方处理。
- f. **报告:** Taboola 关于点击、展示和视频完成的测量数据乃是本协议下的最终测量数据, 将被用于计算在本协议下应付给 Taboola 的金额。

#### 4. 发票

广告主承认, 在分析仪面板或通过电子邮件提供的任何分析仅属估计, 将会在每个宣传月份结束之后十四 (14) 天内最终确定, 届时, Taboola 应向广告主发送载列该宣传月份收费和余额的发票。如对发票有任何异议, 须在收到发票之日起的十 (10) 天内向 Taboola 书面提出, 否则视为广告主放弃异议, 相关发票将被视为没有争议并由广告主接受的最终发票。Taboola 可绝对酌情要求广告主在分发广告主内容之前预付任何宣传月份的宣传预算 ("宣传预付款"), 直至广告主和 Taboola 之间建立了信用记录为止。广告主须在各个宣传月份结束后的三十 (30) 天内支付该发票款项。所有延期付款将累算利息 (月复利), 利率为每个月百分之一点五 (1.5%) 或法律允许的最大金额 (以较低者为准)。除了 Taboola 享有的任何其他权利或补救外, 广告主未能支付本协议所载的任何发票均可能导致 Taboola 取消或暂停广告主的宣传。此外, 若广告主未能支付上述款项, 广告主还应支付 Taboola 因收取这些款项而引致的所有合理开支 (含律师费)。若 Taboola 同意广告主提出的代表广告主向第三方发送发票的书面请求, 广告主同意对付款负责及负有法律责任, 若该第三方并未在三十 (30) 天的付款期内支付发票款项, 广告主应立即向 Taboola 支付所有相关金额。此外, 若在任何给定的宣传月份内, 应付予 Taboola 的金额超过人民币 50,000 元, 则 Taboola 保留要求立即支付尚欠款项的权利, 亦保留根据广告主的信用记录、申请或 Taboola 认为相关的其他因素对广告主设置信用额度的权利。为明确说明, 除非双方另有书面约定, 否则所有付款均以人民币计。人民币汇率应在每月最后一日确定, 并以 [www.morningstar.com](http://www.morningstar.com) 上的报价为准。如果 Taboola 向代理授予发票信用或折扣额, 以供特定广告主使用, 则代理同意 (i) 将此等信用或折扣额转给相关广告主, 或 (ii) 倘若代理保留上述信用或折扣额, 而没有将其转给相关广告主, 则代理应向广告

day of each month, as quoted at www.morningstar.com. To the extent that Taboola grants Agency an invoice credit or discount, for use in connection with a specific Advertiser, Agency agrees to either (i) pass along such credit or discount to the Advertiser, or (ii) where Agency retains the above credit or discount rather than passing it to the respective Advertiser, Agency shall provide the Advertiser with legally sufficient notice and obtain legally sufficient consent to collect and retain the credit(s) or discount(s). Notwithstanding anything to the contrary herein, Advertiser agrees that Taboola may, without prejudice to any other rights it may have, offset any liability owed by Advertiser to Taboola under this Agreement, or any other agreement, with any liability owed by Taboola to Advertiser.

## 5. Taxes

Taboola may charge any applicable national, state, or local sales or use taxes or value added taxes that Taboola is legally obligated to charge (the "Taxes"). If applicable, Advertiser may provide Taboola with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case Taboola will not charge or collect the Taxes covered by such certificate. In the event that any amount payable by Advertiser hereunder is subject to deduction or withholding for taxes, the amount payable by Advertiser hereunder shall be increased such that the amount received by Taboola equals the amount stated on the applicable invoice. Upon written request, Taboola will provide Advertiser with any forms, documents, or certifications as may be required for Advertiser to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

## 6. Representations and Warranties

- a. Each party hereto represents and warrants that it has the full power and authority to enter into this Agreement and to consummate the transaction contemplated herein and that the persons executing this Agreement on each party's behalf have the authority to do so. The parties hereto agree to perform any and all lawful additional acts, including without limitation, execution of additional stipulations, agreements, documents, and instruments, as are reasonably necessary or as reasonably requested by any party hereto at any time to effectuate the intent of this Agreement, to satisfy the Terms contained herein, or to give full force and effect to this Agreement.
- b. Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to this Agreement, and that all of Agency's actions related to this Agreement are within the scope of such agency.
- c. Advertiser represents and warrants that (i) it has all necessary rights, licenses, and clearances to enter into this Agreement, to grant the rights granted herein, and to use the Advertiser Content as specified herein, including, without limitation, the Intellectual Property Rights therein; (ii) its Advertiser Content and the content on Advertiser's landing pages will not infringe upon the rights of any third party; (iii) it will comply with and ensure that its Advertiser Content complies with relevant laws and regulations of People's Republic of China, including but not limited to the Law on Advertisement of People's Republic of China; (iv) its Advertiser Content and the content on Advertiser's landing pages will comply with Taboola's Advertising Policies, which may be updated from time to time; (v) it will comply with all applicable laws and regulations in its use of the Service, and including but not limited to economic sanctions and export control laws and regulations of the United States and, as applicable, other jurisdictions; (vi) to the extent that Advertiser utilizes Data Segments, Advertiser will comply with Taboola's Advertiser Data Use Policy; (vii) to the extent that Advertiser sends data to Taboola for audience suppression or targeting purposes or to build custom look-a-like audiences for Advertiser, Advertiser's collection of and instructions on how to use such data will comply with all applicable laws (including, if applicable, the Fair Lending Act), Taboola's Advertiser Data Use Policy, and disclosures made to Visitors; (viii) it is not subject to nor owned or controlled by any person that is subject to sanctions or export control restrictions imposed pursuant to U.S. law or the laws of any other jurisdiction applicable to the performance of this Agreement; and (ix) it will not take any action that could result in economic sanctions or other trade control restrictions or penalties being imposed on Taboola. In addition, Advertiser represents that all of the business and payment information provided by it to Taboola is true, correct, and accurate and that Advertiser is a valid business entity or individual and not a fictitious or nonexistent entity or individual. If Advertiser is a "doing business as" entity, Advertiser agrees that the business entity doing business as Advertiser under this Agreement shall be liable for all of Advertiser's obligations hereunder and that the person executing this Agreement on behalf of Advertiser agrees to

主提供在法律上足够的通知及取得在法律上足够的同意，以收取及保留此等信用或折扣额。即使本协议有任何相关约定，广告主同意 Taboola 可以在不损害其可能拥有的任何其他权利的情况下，以其向广告主所欠的任何责任抵消广告主根据本协议或任何其他协议对 Taboola 所欠的任何责任。

## 5. 税务

Taboola 可能会收取 Taboola 在法律上有义务收取的任何适用国家、州或当地销售税、使用税或增值税 ("税项")。在适用情况下，广告主可向 Taboola 提供一份免税证书或获相关税务局接受的同等信息，在此情况下，Taboola 将不会收取或征收此等证书涵盖的税项。倘若广告主据此应付的任何金额会被扣减或预扣税项，则广告主据此应付的金额应增加，以使 Taboola 收到的金额等于适用发票列明的金额。在收到书面请求后，Taboola 将向广告主提供广告主为了就根据本协议支付的任何款项履行信息报告或预扣税义务而可能需要的任何表格、文件或证书。

## 6. 陈述和保证

- a. 本协议各方陈述及保证，其拥有订立本协议及完成本协议预期交易的全部权力和授权，并且代表各方签署本协议的人士拥有如此行事的授权。本协议双方同意履行任何和所有合法的额外行为，包括但不限于签署本协议任何一方为了实现本协议的意图、履行本协议载列的条款及使本协议具备全部效力而可能需要或合理请求的额外契约、协议、文件和文书。
- b. 代理陈述及保证，作为广告主的代理商，其拥有约束广告主遵守本协议的授权，并且代理与本协议相关的所有行动均在该代理的职权范围内。
- c. 广告主陈述及保证 (i)其拥有订立本协议、根据本协议授予权利及按本协议指定方式使用广告主内容 (包括但不限于其中的知识产权) 的所有必要权利、许可和批准; (ii)广告主内容及广告主登陆页面上的内容不会侵犯任何第三方的权利; (iii) 其将遵守及确保广告主内容遵守中华人民共和国的相关法律法规，包括但不限于《中华人民共和国广告法》; (iv) 广告主内容及广告主登陆页面上的内容将遵守可能会不时更新的 Taboola 的广告政策; (v) 其在使用服务过程中将遵守所有适用的法律法规，包括但不限于美国以及其他适用的司法管辖地区的经济制裁和出口管制的法律法规; (vi) 就广告主使用数据片段而言，广告主应遵守 Taboola 的广告主数据使用政策; (vii) 在广告主为受众抑制或受众定位之目的或为广告主建立自定义的看似受众而将数据发送给 Taboola 的范围内，广告主对该等数据的收集以及就如何使用该等数据的指示将遵守所有的适用法律 (包括公平贷款法，如适用)、Taboola 广告主数据使用政策以及向访客的披露相一致; (viii) 其不受根据美国法律或适用于本协议履行的任何其他司法管辖地区的法律实施的制裁或出口管制限制的任何人的约束、所有或控制; 及 (ix) 其不会采取任何可能导致 Taboola 被实施经济制裁或其他贸易控制限制或惩罚的行动。如果广告主是一个 "注册经营别称的" 实体，广告主同意，根据本协议以广告主名义经营业务的商业实体应对广告主在本协议项下的所有义务负责，并且代表广告主签署本协议的人士受本段的条款约束及对违反本段规定的行为承担个人责任。

be personally bound to the terms of this paragraph and personally liable for any breach thereof.

- d. Taboola represents and warrants that it possesses all of the rights and authority necessary for it to enter into this Agreement and to grant the rights granted herein. THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY TABOOLA. TABOOLA PROVIDES THE SERVICE "AS IS" INCLUDING ANY DATA SEGMENTS OR AD PLACEMENT THAT COMPRISES THE SERVICE. TABOOLA EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, OR, AS TO ANY DATA SEGMENTS PROVIDED, ACCURACY (INCLUDING GEO-LOCATION TARGETING), COMPLETENESS, OR CORRECTNESS.

## 7. Content and Data Ownership

- a. **Ownership of Content:** As between the parties, Taboola owns all Intellectual Property Rights in the Platform as well as the data that it collects, along with all technology, data, designs and know-how used to deploy it, and Advertiser owns all Intellectual Property Rights in the Advertiser Content and the content displayed on Advertiser's landing pages. Advertiser is not required to provide any feedback or suggestions to Taboola regarding the Service. To the extent Advertiser does provide any such feedback or suggestions for improvement, Advertiser hereby grants to Taboola and its affiliates a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit all such feedback and suggestions in connection with the Service without restriction.
- b. **Ownership of Data:** Each party shall own all right, title and interest in and to all data (including all passively-collected or machine-readable data, such as data based on browser type and device identifiers) that is collected on or through such party's servers or networks (as to each, "Collected Data"), and such ownership rights include (as to each party) the right to sublicense its respective Collected Data and to create derivative works or modeled data sets and analytics from such Collected Data. In the case of Taboola, Taboola's Collected Data shall include, without limitation: information collected from Visitors when interacting with Advertiser Content or Advertiser's websites (such as landing page or subsequent page visits, Clicks, hashed email addresses, or conversion data). The foregoing shall further include any reports created, compiled, analyzed, or derived by a party with respect to such data. Taboola's data collection practices are reflected in its privacy policy, which Taboola recommends that Advertiser review from time to time.
- c. **Data Restrictions:** Notwithstanding the foregoing ownership provisions, Taboola agrees to not disclose any Campaign-related data to any third party (except for the owners of the Taboola Properties for reporting and analytic purposes) for any commercial purpose on a non-aggregated basis (i.e., in a way that refers specifically to Advertiser, the Campaign, or any Advertiser brand). Further, notwithstanding the foregoing ownership provisions, if Advertiser is using audience targeting, data marketplace audiences, or look-a-like targeting, Advertiser shall not use its Collected Data to reverse engineer, build or rebuild any audiences based on audiences or Data Segments that are made available to Advertiser by Taboola provided that Advertiser may use the Collected Data for purposes of Campaign attribution and analytics, and/or performance metrics.
- d. **Taboola Pixels:** Advertiser may place a Taboola pixel(s) or other tracking technology, as mutually agreed to by the parties, (the "Taboola Pixels") on Advertiser's landing pages. Taboola may update, change, or substitute the Taboola Pixel at any time in its reasonable discretion provided that it does not disrupt the functioning of Advertiser's landing page and serves the same purpose. Taboola will use such Taboola Pixels for operational purposes such as to collect conversion data or hashed email addresses, perform platform analytics, integrate and link data (e.g., to enable Advertiser Content to be targeted in an optimal way), and otherwise optimize the manner in which it collects, segments, or targets the Advertiser Content.

## 8. Data Protection

- a. **Privacy:** The parties agree that the Taboola Advertiser Privacy Terms located at <https://www.taboola.com/policies/media-privacy->

- d. **Taboola 陈述和保证**, 其拥有订立本协议并授予其中所授予之权利的所有必要权利和权限。前述陈述和保证乃为 TABOOLA 做出的唯一以及专属陈述与保证。TABOOLA 按“现状”提供服务, 包括任何数据片段或组成服务的广告投放。在法律允许的最大范围内, TABOOLA 明确否认所有其他陈述与保证 (无论是明示、隐含或法定的陈述与保证), 包括对所有权、适销性、特定目的适用性以及非侵权或所提供之任何数据片段之准确性 (包括地理位置定位)、完整性或正确性的隐含保证。

## 7. 内容及数据所有权

- a. **内容所有权:** 在双方之间, Taboola 拥有平台中的所有知识产权及其收集的数据, 以及用于部署小工具的所有技术、数据、设计和诀窍, 并且广告主拥有广告主内容和展示在广告主登陆页上的内容的所有知识产权。广告主无需就服务向 Taboola 提供任何反馈或建议。若广告主提供了任何前述反馈或改善建议, 广告主特此向 Taboola 及其附属公司授予一项非专有、永久、不可撤销、免专利权费以及可转让的全球范围内的权利与许可, 用于无限制地在服务方面使用、复制、披露、转授、分发、修改和另行利用所有这些反馈和建议。
- b. **数据所有权:** 任意一方应当拥有有关该一方在其或通过其服务器或网络收集的的所有数据 (包括所有被动收集或机器可读数据。如基于浏览器类型和设备识别符) (对于每一方, “被收集数据”) 的权利、所有权及利益, 并且该所有权包括 (对于每一方) 分许可其各自的被收集数据的权利以及创造衍生产品或来源于该被收集数据的建模数据集以及分析。就 Taboola 为该一方的情况, Taboola 的被收集数据应包括但不限于: 自访客与广告内容或广告主网站 (如登录页面或后续页面访问或点击或转换数据或哈希的电子邮件地址) 互动时收集的信息。前述应进一步包括一方就该数据而编制、编辑、分析或衍生的任何报告。Taboola 的数据收集操作在其建议广告主时不时审阅的隐私政策中体现。
- c. **数据限制:** 无论前述所有权条款如何约定, Taboola 同意不会为了任何基于非汇总商业目的 (即特别涉及广告主、广告活动或任何广告主品牌的方式), 向任何第三方 (但为了报告及分析之目的披露给 Taboola 专有媒介的所有者的除外) 披露任何广告活动有关的数据。进一步的, 无论前述所有权条款如何约定, 如果广告主正在使用受众定位、数据市场受众或看似定位, 广告主不得使用收集数据, 基于 Taboola 向广告主提供的受众或数据片段, 对任何受众实施逆向工程、构建或重建, 但广告主可为了广告活动消息出处和分析和/或性能标准的目的是使用被收集数据。
- d. **Taboola 像素:** 广告主可按照双方的协定, 在广告主的登陆页投放 Taboola 像素 (“Taboola 像素”) 或其它追踪技术。Taboola 可随时合理酌情更新、更改或替换 Taboola 像素, 但前提条件是这不会干扰广告主登陆页的运行且出于相同目的。Taboola 将此等 Taboola 像素用于营运目的, 例如收集转换数据或哈希的电子邮件地址、开展平台分析、整合和关联数据 (例如以优化方式定位广告主内容), 及优化其收集、划分或定位广告主内容的方式。

## 8. 数据保护

- a. **隐私:** 双方同意, <https://www.taboola.com/policies/media-privacy->

[addendum/privacy-terms-for-advertisers](#) and as updated from time to time (the “Advertiser Privacy Terms”), are incorporated by this reference into these Terms.

## 9. Indemnification

- a. Except for that which Advertiser indemnifies Taboola, Taboola shall indemnify, defend, save, and hold harmless Advertiser and its parent, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from and against any and all third party claims, damages, fines, penalties, awards, judgments, and liabilities (including reasonable outside attorneys’ fees and costs) (collectively, the “Losses”) resulting from, arising out of, or related to: (i) Taboola’s breach or alleged breach of any of Taboola’s representations or warranties set forth in Paragraph 6 or (ii) a claim that the Platform violates a third party trademark, trade secret, copyright, or privacy right, except to the extent that such claim arises out of the combination of the Platform with Advertiser Content or the content on Advertiser’s landing page.
- b. If this Agreement is executed by Advertiser, Advertiser shall indemnify, defend, save, and hold harmless Taboola, the owners of the Taboola Properties, and its and their parents, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from and against all Losses resulting from, arising out of, or related to (i) Advertiser’s breach or alleged breach of any of Advertiser’s representations, warranties, or agreements; (ii) a claim that Advertiser Content or content on Advertiser’s landing page infringes upon, violates, or misappropriates any third party Intellectual Property Rights, slanders, defames, or libels any person or entity, or does not comply with any applicable law or regulation; (iii) Advertiser’s failure to secure all rights, title, and interest necessary to display the Advertiser Content via the Platform; and (iv) an allegation that Advertiser, Advertiser’s Content, content on Advertiser’s landing page, or products or goods being advertised in the Advertiser Content violate any applicable law or regulation (collectively, the “Advertiser Claims”).
- c. Agency will defend, indemnify, and hold harmless Taboola, the owners of the Taboola Properties, and its and their parents, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from Losses resulting from (i) Agency’s alleged breach of its covenants, representations, or warranties set forth herein, (ii) claims brought by a third party alleging that Agency has breached its express, Agency-specific obligations, and (iii) the “Advertiser Claims” with respect to any Advertiser on behalf of which Agency has executed this Agreement.
- d. The parties agree that in seeking any indemnification hereunder, the party seeking indemnification (the “Claimant”) shall (i) promptly notify the other party (the “Indemnifying Party”) in writing of the claim triggering the indemnification being sought; (ii) grant the Indemnifying Party sole control of the defense (except that the Claimant may, at its own expense, assist in the defense); and (iii) provide the Indemnifying Party, at the Indemnifying Party’s expense, with all assistance, information, and authority reasonably required for the defense of the claim. The Claimant will provide the Indemnifying Party with prompt notice of any claim (provided that the failure to promptly notify shall only relieve Indemnifying Party of its obligation to the extent it can demonstrate material prejudice from such failure) and, at the Indemnifying Party’s expense, provide assistance reasonably necessary to defend such claim. In no event shall the Indemnifying Party enter into any settlement or agree to any disposition of the indemnified claim(s) without the prior written consent of the Claimant, which consent shall not be unreasonably withheld or delayed. In addition, any legal counsel sought to be appointed to defend the indemnified claim(s) shall be subject to the prior written consent of the Claimant, such consent not to be unreasonably withheld or delayed.

[addendum/privacy-terms-for-advertisers](#) 上不时更新的 Taboola 广告主隐私条款（下称“广告主隐私条款”）一经提及即被纳入本条款。

## 9. 弥偿

- a. 除了广告主向 Taboola 做出的弥偿外，对于因下列各项引致（或与之有关）的任何及所有的第三方申索、损害赔偿、罚金、罚款、裁决、判决以及所有法律责任（包括合理的外部律师费用与开支）（统称为“损失”），Taboola 须向广告主、其母公司、附属公司、联属公司以及他们各自的代表、高级人员、董事、代理人以及员工做出弥偿，为其抗辩并使其免受损害：(i) Taboola 违反或被指称违反第 6 段载明的任何其他陈述或保证，或 (ii) 有声称表明平台侵犯了第三方商标、商业秘密、版权或隐私权，但该等声称是因 Taboola 的平台与广告主的内容或广告主登陆页上的内容共同引致的除外。
- b. 如果本协议由广告主签署，对于因下列各项引致（或与之有关）的一切损失，广告主须向 Taboola、Taboola 专有媒介及其母公司、附属公司、联属公司及其代表、高级人员、董事、代理人以及员工做出弥偿，为其抗辩并使其免受损害：(i) 广告主违反或被指称违反其陈述、保证或同意；(ii) 有声称表明广告主的内容或广告主登陆页上的内容侵犯、违反或挪用了任何第三方知识产权，诽谤、中伤或诋毁任何人士或实体，或未能遵守任何适用的法律法规；(iii) 广告主未能取得通过平台展示其内容的所有必要权利、所有权和权益；和 (iv) 有指称表明广告主、广告主的内容、广告主登陆页上的内容，或广告主的内容当中宣传的产品或货物违反了任何适用的法律法规（统称为“广告主申索”）。
- c. 对于 (i) 代理商涉嫌违反其载于本协议的契诺、声明或保证，(ii) 第三方提起申索以指控代理商违反了其明确的代理商特定义务以及 (iii) 与代理商已代表其签署本协议的任何广告主相关的“广告主申索”而导致的损失，代理商将向 Taboola、Taboola 专有媒介的所有者、其母公司、附属公司和联属公司及其代表、高级人员、董事、代理人和员工作出抗辩、赔偿及使其免受损害。
- d. 各方同意在寻求本协议下的任何弥偿时，寻求弥偿的一方（“申索人”）须：(i) 就引发所寻求弥偿的申索迅速书面通知另一方（“弥偿方”）；(ii) 授予弥偿方对抗辩的唯一控制权（但申索人可自费协助抗辩除外）；和 (iii) 向弥偿方提供对申索抗辩而言合理必要的一切协助、信息和授权（费用由弥偿方承担）。申索人将迅速就任何申索通知弥偿方（但是，若未能迅速通知，这仅免除弥偿方可以证明由于未能迅速通知而导致重大损害的义务），并且提供对申索抗辩而言合理必要的协助，相关费用由弥偿方承担。在任何情况下，未经申索人事先书面同意（不得无理拒绝或延迟发出同意），弥偿方概不得就获弥偿的申索订立和解或同意对其进行任何处置。此外，寻求委任以抗辩获弥偿之申索的任何法律顾问应该事先取得申索人的书面同意，而且不得无法拒绝或延迟发出此等同意。

## 10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TABOOOLA BE LIABLE TO ADVERTISER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES. TABOOOLA'S TOTAL LIABILITY TO ADVERTISER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID OR ACCRUED BY ADVERTISER TO TABOOOLA UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE OF THE INITIAL EVENT GIVING RISE TO THE LIABILITY.

## 11. Confidentiality

Each party shall disclose Confidential Information (as defined below) only to those of its representatives, officers, directors, agents, professional advisors, on-site contractors, and employees, and those of its parents, subsidiaries, and affiliates, who (i) are bound by written restrictions on use and disclosure and other confidentiality protections and (ii) the party believes have a need to know such information as required for the performance of this Agreement or to enforce the terms of this Agreement. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party (a) to enforce the terms of this Agreement; (b) pursuant to a court order from a court of competent jurisdiction or subpoena, provided that the party required to make such a disclosure gives reasonable prior written notice to the other party so that it may contest such order or subpoena and, in the event that disclosure is required, only discloses the portion of Confidential Information that is legally required; (c) pursuant to a regulatory investigation or enforcement; or (d) to any existing or potential investors, acquirers and financiers as part of a due diligence process. The foregoing shall also not restrict Taboola from disclosing Advertiser's contact information in response to any claim that Advertiser Content or content on Advertiser's landing page infringes upon, violates, or misappropriates any third party Intellectual Property Rights. "Confidential Information" consists of (a) any technical information or plans concerning the Platform or any software or other technology of Taboola; (b) any financial information of the other party; (c) other information disclosed by one party to the other party that is marked as confidential, or should reasonably be assumed to be confidential under the circumstances; and (d) the content of this Agreement. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault of or breach of the receiving party; (b) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is obtained by the receiving party rightfully from a third party that has no duty of confidentiality to the disclosing party.

## 12. Availability of the Service

Taboola makes no representations regarding the availability of the Service and Advertiser acknowledges and agrees that the Service may be unavailable from time to time due to (i) equipment, software, or service malfunctions; (ii) maintenance and update procedures or repairs; or (iii) causes beyond the control of Taboola or its affiliates, including, without limitation, interruption or failure of telecommunication or digital transmission links, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion, or other failures, and that Taboola shall not be liable for any unavailability caused by any of the foregoing. In addition, Advertiser acknowledges and agrees that Taboola and its affiliates have no responsibility or liability with respect to the operation of the Taboola Properties.

## 13. Termination/Suspension

Advertiser or Taboola may terminate this Agreement (a) for convenience on seven (7) days' written notice at any time or (b) immediately in the event that the other party fails to remedy a material breach of this Agreement within forty-eight (48) hours of its receipt of written notice thereof. In addition, Taboola may terminate this Agreement immediately, without notice, in the event that Advertiser fails to comply with Taboola's Advertising Policies. Advertiser may terminate any Campaign on twenty-four (24) hours' written notice. Taboola may terminate or suspend Advertiser's access to or use of the Service or terminate this Agreement at any time if: (a) in the sole discretion of Taboola, such action is necessary to prevent errors or harm to any system or network, or to limit Taboola's or its affiliates' liability; or (b) Advertiser attempts to access or use the Service in an unauthorized manner, including, without limitation, any attempt to gain access to the accounts of other Taboola customers or use the Service in a way that infringes upon Taboola's, its affiliates' or a third party's Intellectual Property Rights, or the use of automated systems or software to extract data from the Sites for commercial purposes (also known as screen scraping), unless where Advertiser has a written agreement with Taboola particularly to this extent. In the event that Advertiser has made a Campaign Prepayment and Taboola discovers that Advertiser has violated Taboola's Advertising Policies by using non-standard URL redirects to surreptitiously redirect Visitors to landing

## 10. 法律责任的限度

在法律允许的最大范围内，TABOOOLA 在任何情况下概不就任何特殊、附带引起、惩罚性、惩戒性、间接或相应而生的损害赔偿负责。TABOOOLA 在本协议对广告主负有的因一切诉因和在所有法律责任理论下产生的总法律责任，概不得超过广告主在本协议下于产生法律责任之初始事件发生之日的前六 (6) 个月内，向 TABOOOLA 实际支付或累算的金额。

## 11. 保密

各方应仅向其及其母公司、附属公司和联属公司的代表、高级管理人员、董事、代理人、专业顾问、现场承包商和员工披露保密信息（定义见下文），而且他们(i)须受书面的使用和披露限制及其它保密义务约束，及(ii)该方认为他们为了履行本协议或执行本协议的条款而可能需要知悉这些信息。前述义务不得限制一方 (a)为了执行本协议的条款，或(b) 根据具有司法管辖权的法院发出的法庭命令披露另一方的保密信息，但前提是需做出前述披露的一方向另一方发送合理的事先书面通知，以便其能够就该命令或传票做出抗辩，且若需要做出披露，则只能披露乃属合法所需的部分保密信息，(c) 监管调查或执行披露披露方的保密信息；或者 (d) 作为尽职调查流程的一部分，向任何现有或潜在的投资者、收购方以及资金提供方披露披露方的保密信息。前述内容也不得限制 Taboola 为回复任何关于广告主内容或广告主登录页面内容侵犯、违反或盗用任何第三方知识产权的主张而披露媒体的联系信息。“保密信息”包括：(a) 与平台或 Taboola 的任何软件或其他技术有关的任何技术信息或计划；(b) 另一方的任何财务信息；(c) 一方向另一方披露的被标记为保密的其他信息；或在相关环境下可合理被认为保密的信息；和 (d) 本协议的内容。保密信息不包括下列信息：(a) 因为并非接收方过错或违约的原因而被公开的信息；(b) 接收方在披露时合法知悉且不负有保密义务的信息；(c) 由接收方在没有使用披露方保密信息的情况下独自制定的信息；或 (d) 由接收方合法地向不对披露方负有保密责任的第三方获取的信息。

## 12. 有关服务的可获得性

Taboola 概不就有关服务的可获得性做出任何陈述，且广告主知悉并同意，有关服务有时可能会因为下列原因而不可用：(i) 设备、软件或服务故障；(ii) 维护和升级程序或维修；或 (iii) Taboola 或其联属公司无法控制的原因，包括但不限于电讯或数字传输链路中断或故障、网站或界面不可用、无法操作或无法访问、网路拥塞或其他故障，且 Taboola 概不对因任何前述原因导致的不可用负责。此外，广告主还确认并同意，Taboola 及其联属公司不就操作 Taboola 专有媒介负有责任或法律责任。

## 13. 终止 / 暂停

广告主或 Taboola 可通过下列方式终止本协议：(a) 在任何时间提前七 (7) 天发出书面通知，或 (b) 若另一方未能在收到有关重大违约的书面通知后的四十八 (48) 小时内补救该重大违约行为，则可立即终止协议。此外，若广告主未能遵守 Taboola 的广告政策，Taboola 可立即终止本协议，恕不另行通知。广告主可通过提前二十四 (24) 小时发送书面通知以终止任何宣传。若发生下列情况，Taboola 可随时终止或暂停广告主对有关服务的访问或使用或终止本协议：(a) Taboola 绝对酌情认为，相关行动对保护任何系统或网络免遭错误或损害，或限制 Taboola 或其联属公司的法律责任而言乃属必要；或 (b) 广告主以未经授权的方式试图访问或使用有关服务，包括但不限于试图访问其他 Taboola 客户的账户，或以侵犯 Taboola、其联属公司或第三方知识产权权利的方式使用有关服务，或使用自动化系统或软件从站点提取数据以用于商业目的（也称为屏幕抓取），除非广告主就此取得了 Taboola 的明确书面同意。如果广告主预付了宣传费用，而且 Taboola 发现广告主违反了 Taboola 的广告政策，原因是广告主使用非标准 URL 重定向私下将访客重定向至以下登陆页内容 (i) 与此前向 Taboola 提交

page content that (i) does not match the landing page content originally submitted to Taboola, and (ii) are not otherwise in compliance with Taboola's Advertising Policies as a result of "cloaking" or other techniques that hide the true destination landing page that a Visitor is directed to from Advertiser's URLs, Taboola shall be entitled to either charge the remaining amount of Advertiser's spend to the credit card maintained on file or retain any Campaign Prepayments made, in which case, Taboola will not refund any such funds.

#### 14. Choice of Law and Disputes Resolution

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising from or in connection with this Agreement shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration. The arbitration shall be held in The China Shanghai Pilot Free Trade Zone Court of Arbitration.

#### 15. Successors and Assigns

This Agreement, including the rights and obligations of each party hereunder, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, acquirers, successors, and assigns. This Agreement and any rights or obligations hereunder shall not be assigned or delegated without the prior written consent of the other party and shall not be unreasonably withheld or delayed, except that: (a) either party may assign this Agreement to an acquirer of all or substantially all of such party's assets, whether by merger, operation of law or otherwise, without the other party's prior written consent, so long as the acquirer agrees in writing to pay in full any outstanding balance Advertiser owes to Taboola under this Agreement; and (b) Taboola may assign this Agreement, without Advertiser's consent, to its parent company or any of its affiliates or subsidiaries.

#### 16. Taboola's Provision of Services

Advertiser acknowledges that Taboola's parent company, Taboola.com Ltd., owns all Intellectual Property Rights in and to the Service, the Platform, and any related technology and that Taboola is just an authorized reseller and distributor of the Service, the Platform, and any related technology. Accordingly, Advertiser understands and agrees that the Advertiser Content will be distributed pursuant to the Service and any related technology Taboola.com Ltd. has authorized for resale to Taboola and that certain other backend services will be performed by Taboola.com Ltd., on behalf of Taboola. Advertiser hereby consents to Taboola's delegation of the performance of some of the Service hereunder to Taboola.com Ltd., subject to Taboola remaining liable for the complete and correct discharge of all its responsibilities hereunder.

#### 17. Force Majeure

Neither Advertiser nor Taboola will be liable for delay or default in the performance of its respective obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes. If Advertiser's ability to transfer funds to third parties has been materially adversely affected by an event beyond Advertiser's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser will make every reasonable effort to make payments on a timely basis to Taboola, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Advertiser from any of its obligations as to the amount of money that would have been due and paid without such condition.

#### 18. Miscellaneous

This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersedes any and all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or any other relationship between Advertiser and Taboola. Advertiser will not represent itself to be a partner, employee, representative, or agent of Taboola. Advertiser will have no authority to enter into any agreement on Taboola's behalf or in Taboola's name or otherwise bind Taboola to any agreement or obligation. The failure of either party to enforce strict performance by the other party of any provision in this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of that party's right to do so at any later point. No click-through, online, purchase order or other terms, entered into before or after the execution of this Agreement, will inform the interpretation of this Agreement, or be or remain binding on the parties, and they shall be void. Preprinted terms in Advertiser purchase orders or other customer-generated ordering documents, or terms referenced or linked within them, will have no effect on

the landing page content, and (ii) due to hidden visitors from the advertiser's URL entering the real target landing page "disguise" or other technology that does not comply with Taboola's advertising policy, Taboola has the right to deduct from the advertiser's credit card the remaining amount, or retain the amount already paid for the advertising campaign, in any case, Taboola will not refund any such funds.

#### 14. 法律选择和纠纷解决

本协议应受中华人民共和国法律管辖及根据该法律解释。由本协议导致或与之相关的任何纠纷应提交至上海国际经济贸易仲裁委员会/上海国际仲裁中心进行仲裁。仲裁应在中国上海自由贸易试验区仲裁法院举行。

#### 15. 承继人和承让人

本协议（包括各方的权利和义务）应对双方及其各自的继承人、遗嘱执行人、遗嘱管理人、收购方、承继人和承让人具约束力及保障其利益。未经对方事先书面同意（不得无理拒绝或延迟发出同意），本协议及其任何权利或义务不得转让或转授；但是，(a)任何一方均可将本协议转让予该方全部或几乎全部资产的收购方，无论是通过合并、法律实施或其它方式，而不需要取得对方的事先书面同意，前提条件是收购方书面同意全额支付广告主根据本协议欠付 Taboola 的任何未偿还款项；以及(b) Taboola 可不经广告主的同意，将本协议中 Taboola 的权利义务转让给其母公司、其关联方或者其子公司。

#### 16. Taboola 对有关服务的提供

广告主确认，Taboola 的母公司 Taboola.com Ltd. 拥有对有关服务、平台以及任何相关技术的一切知识财产权利，Taboola 仅是有关服务、平台和任何相关技术的许可人与分销商。因此，广告主理解并同意，广告主的内容将根据 Taboola.com Ltd. 向 Taboola 许可的有关服务和任何相关技术而分发，且某些后端服务将由 Taboola.com Ltd 代表 Taboola 提供。广告主特此同意，在 Taboola 仍负责完整与正确地履行其在本协议下所负之所有责任的前提下，Taboola 将本协议下某些有关服务的提供转授给 Taboola.com Ltd. 负责。

#### 17. 不可抗力

若在履行本协议下各自义务时发生的延期或违约是由其无法合理控制的情况（包括但不限于火灾、洪灾、事故、地震、电讯线路故障、停电、网络故障、天灾或劳资纠纷）而导致，则广告主和 Taboola 概不对相关延期或违约负有法律责任。若广告主向第三方转移资金的能力受到其无法合理控制之事件的重大不利影响，包括但不限于银行清算系统故障或紧急状态，则广告主将做出一切合理努力以及及时向 Taboola 付款，但因该情况而导致的任何延期将在该等情况持续的期间内得到豁免。在前述各项的规限下，该等延期豁免不得以任何方式免除广告主就在未发生前述情况的条件下本应到期和支付之款项而负有的义务。

#### 18. 杂项

本协议构成双方就协议主旨事项达成的完整和专有理解与协议，并取代就其主旨事项达成的任何和所有先前或同期的书面或口头协议或理解。本协议中的任何内容不得被解释为在广告商和 Taboola 之间建立合伙，合资，代理，雇佣或任何其他关系。广告商不会自称是 Taboola 的合作伙伴，员工，代表或代理人。广告商无权以 Taboola 或 Taboola 的名义签署任何协议，或以其他方式将 Taboola 绑定至任何协议或义务。一方未能确保另一方严格执行本协议任何条文或行使其下的任何权利，不得被解释为该方放弃在之后如此行使的权利。任何点击、网络订单、购买订单或其他在本协议签署之前或之后签订的条款不得影响本协议的解释，也不得对双方产生约束力。这些条款应当无效。广告主采购订单或其他客户生成的订购文件中预先打印的条款，或其中引用或以链接嵌入的条款，对本协议不产生效力且由此不被接受，无论它们是否由 Taboola 签署和/或声称优先于本协议。如果适用于任何一方或任何情况的本协议规定（包括其条款）被具备合资格管辖权的法院裁定为由

this Agreement and are hereby rejected, regardless of whether they are signed by Taboola and/or purport to take precedence over this Agreement. In the event that any provision in this Agreement, including its Terms, as applied to any party or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void, unenforceable or inoperative as a matter of law, then the same shall in no way affect any other provision in this Insertion Order, including its Terms, the application of such provision in any other circumstance or with respect to any other party, or the validity or enforceability of this Agreement as a whole. This document is a translation in Mandarin Chinese of the original and official document in English. If any text of the original official document in English is inconsistent with the text of this translation, the original official document in English shall govern. Paragraphs 7, 9-11, 14-15, and 18 of these Terms shall survive termination of this Agreement. Electronic signatures on this Agreement shall be as effective and enforceable as originals. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

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