

Taboola IAB Supplemental Privacy Terms

The Taboola IAB Supplemental Privacy Terms (the "**Supplemental Terms**") apply to Taboola's Digital Advertising Insertion Orders that are governed by the Standard Terms (the "**Underlying Order**") and shall be deemed incorporated into, and form an integral part of, any such Underlying Order. Capitalized terms used but not defined in the Supplemental Terms shall have the meanings defined in the Underlying Order.

Section XII (d)(ii) shall be deleted and replaced by the following: "Unless otherwise authorized in writing by Agency, Media Company will not use or disclose IO Details of Advertiser, Performance Data, or a user's recorded view or click of an Ad, each of the foregoing on a non-Aggregated, named basis (i.e., in a way that refers specifically to Advertiser or an Advertiser's brand), for Repurposing or any purpose other than performing under the IO, compensating data providers in a way that precludes identification of the Advertiser, or internal reporting or internal analysis."

The following provision shall be added as Section XII(i): "**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), including Personal Data, 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 Media Company, Media Company'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, or conversion data). The foregoing shall further include any reports created, compiled, analyzed, or derived by a party with respect to such data. Media Company's data collection practices are reflected in its privacy policy, which Media Company recommends that Advertiser review from time to time."

The following provision shall be added as Section XII(j): "**Relationship of the Parties:** To the extent that the Collected Data qualifies as, or contains Personal Data under any and all applicable federal, national, state, or other privacy and data protection laws as may be amended or superseded from time to time ("Applicable Data Protection Laws"), each party shall process the Collected Data it collects as a Controller (which may include, where California Privacy Law applies, as a Third Party, where applicable) . "Controller" means (i) an entity that determines the purposes and means of the processing of Personal Data, and (ii) any person that falls within the scope of the term "controller" (or any substantially analogous term) as defined under Applicable Data Protection Laws. "Personal Data" means any information relating to a Data Subject that relates to an identified or identifiable individual (and such term shall include, where required by Applicable Data Protection Law, unique browser or device identifiers). The parties acknowledge that some or all of the Collected Data may qualify as, or include, Personal Data and that Applicable Data Protection Laws may apply to the processing of the Collected Data. Where this is the case, each party shall comply with such Applicable Data Protection Laws with respect to its processing of the Collected Data. Each party shall be individually responsible for its own compliance with Applicable Data Protection Laws, including for providing any transparency and obtaining any consents for the processing of Collected Data that may be required under Applicable Data Protection Laws.

- i. If US or US state Data Protection Law applies to Collected Data, including without limitation California Privacy Law, to the extent that Media Company Pixels used in connection with the services process Personal Data about a Visitor, Media Company acts as a Third Party to Advertiser for such Personal Data. "California Privacy Law" means California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq. ("CCPA"), as amended (including by the California Privacy Rights Act), and any subordinate legislation and implementing regulations. "Third Party" means a business that acts as a Controller with respect to Personal Data, and that is not the business that the data subject whose Personal Data is processed has intentionally interacted with; the term is inclusive of how such term is defined under Applicable Data Protection Law. Media Company shall process such Personal Data for the purpose of the provision of the services as set out in the Agreement. Such Personal Data is only made available to Media Company to receive the services as set out in the Agreement. Media Company will provide the same level of privacy protection as required of Businesses (as defined in California Privacy Laws) by applicable US Data Protection Laws, including if applicable, California Privacy Laws. Media Company will inform Advertiser in the time period required by Applicable Data Protection Law if Media Company determines it is no longer able to meet its obligations under Applicable Data Protection Laws. Upon providing notice to Media Company, Advertiser has the right to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data that it makes available to Media Company.
- ii. **Purpose Limitation:** Each party agrees that it shall process the Collected Data that it collects only for the purposes permitted by the Agreement, and Applicable Data Protection Law, as each of these may be updated from time to time. Media Company can also process the Collected Data as permitted by the Media Company Privacy Policy, as may be updated from time to time."

The following provision shall be added as Section XII(k): "Media Company uses pixel(s) and other tracking technologies ("Pixels") to provide its services. Notwithstanding anything to the contrary contained herein, to the extent that Media Company collects Collected Data from Advertiser digital properties (such as websites, mobile applications or otherwise) using Media Company Pixels, Advertiser shall: (i) provide all required transparency notices to Data Subjects about Media Company's use of Media Company Pixels to collect Collected Data from Advertiser digital properties in connection with the Agreement, and (ii) obtain data subject consent to such use of Media Company Pixels used in connection with the Agreement, in each case in accordance with the requirements of Applicable Data Protection Laws.. Upon written request, Media Company shall provide Advertiser with such information as Advertiser may reasonably require about Media Company's Pixels so that Advertiser can ensure that appropriate notice and consent mechanisms are displayed. Advertiser shall not fire any Media Company Pixels unless and until transparency has been provided and any necessary consents required under Applicable Data Protection Laws have been obtained. "