



TERMS AND CONDITIONS TO DISTRIBUTING CONTENT ON THE TABOOLA NETWORK

在 Taboola 網路發布內容的條款與條件

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.

依據該等在 Taboola 網絡上發布內容之條款與條件之規定（“條款”）：(a) Taboola 應經由 Taboola 自有的，或與 Taboola 或其關聯公司建立關係或有權利提供廣告的協力廠商的網站、數位媒介、應用程式、系統工具、平臺、作業系統、通知或設備（各稱“Taboola 專有媒介”統稱為“Taboola 網路”）上的 Taboola 內容推薦發布平臺（“平臺”）發佈廣告主的內容（例如廣告主的登陸頁 URL、標題、大圖示或視頻）（“廣告主內容”），以展示（定義見下文）或將流量吸引到廣告主指定之登入網頁 URL（“服務”），及(b) 廣告主應根據雙方協定的參數就 Taboola 提供之服務向 Taboola 支付報酬。這些條款應規範廣告主與 Taboola 之間的關係，並適用於按照廣告主的授權在 Taboola 網路上運行廣告主內容（各稱為“宣傳”）的任何訂單，而無論此等授權是通過隨附的廣告訂單（“廣告訂單”）、額外廣告訂單、電子郵件、Taboola 的“後臺”分析平臺（“分析儀表板”）或以其它方式授予；並且它們代表雙方就業務經營達成之合意（“協議”）。所有相關的“代理”僅適用於廣告主透過代理商處理廣告托撥之情況，所有相關廣告主之條款都應於包含代理商（如果適用）。除本條款另有定義外，所有大寫字詞之定義，均以數位廣告訂單內之定義為準。

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. 權利授予

- a. 廣告主向 Taboola 授予一項有限制、可撤銷、非獨家、免專利權費的權利和許可，以 (i) 取得、編制索引、處理、壓縮、裁剪（若適用）或進行必要的調整以適應預期的資源及以其它方式使用廣告主內容和宣傳詳情（例如廣告主內容說明、廣告主的登入頁 URL、每個宣傳期的預算（“宣傳預算”）、宣傳日期、宣傳關鍵績效指標、定價資訊及定位和追蹤資訊）（“宣傳詳情”），以在 Taboola 網絡上推廣廣告主內容，直到應付給 Taboola 的該廣告發布的金額達到廣告主在任何廣告訂單或分析儀表板中列明的宣傳預算，及(ii) 使用廣告主內容、廣告主名稱、標識、商標及廣告主提供的任何其它專有內容，此等內容 (x) 與廣告主內容推薦相關，及 (y) 用於 Taboola 自身的行銷目的，在行銷中提及作為客戶的廣告主，並且此等使用應遵守廣告主的標準商標和內容使用指引以及提供給 Taboola 的品質審核（若有）。廣告主進一步向 Taboola 授予權利編寫有關廣告主使用服務的案例研究。
- b. Taboola 向廣告主授予僅出於管理廣告主宣傳以及審核與廣告主宣傳相關之分析的目的，在期限內訪問及使用分析儀表板的一項有限的、非獨占的、不可指派的、不可轉讓的、不可再授權的、免稅的權利。廣告主理解及同意，廣告主獨自負責其在分析儀表板採取的行動，如果廣告主選擇使用 Taboola 的宣傳管理功能，則廣告主將對帳戶密碼和登錄資訊保密，並將對其帳戶下的所有活動及欠付的款項負責。Taboola 不會審核廣告主的活動，亦不就廣告主在管理其自身宣傳中所犯下的錯誤負責或負有法律責任（並且不會就此授予任何信用額）。廣告主承認，分析儀表板提供的任何分析僅屬估計，並將在進行宣傳的日曆月（各稱為“宣傳月份”）結束之後十四（14）天才會最終確定。並且，廣告主理解並同意廣告主負責：(i) 其使用透過服務（“AI 工具”）向廣告主提供的任何人工智慧（“AI”）軟體或技術，以及 (ii) 任何廣告主使用人工智慧工具產生的圖像或內容（“AI 產生的內容”）。

- 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 TWD). 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 * \$0.00005).
- 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

- c. 除非本協議另有明確規定，授予上述許可並不向任何一方授予與專利、版權、商標、產品包裝、商業秘密、演算法、訣竅、掩膜作品、精神權利相關的其它專有權利、所有權和權益，以及在任何司法管轄區現存或將來可能出現的任何類型的所有類似權利，包括但不限於所有相關申請和登記以及申請前述任何一項的全部權利（“智慧財產權”）。

2. 廣告主的内容

Taboola 保留權利以 (i) 拒絕或刪除任何廣告主內容，(ii) 暫停任何宣傳，(iii) 限制廣告主對分析儀表板的登入，或 (iv) 限制任何特定宣傳月份的廣告主宣傳預算，如果 Taboola 認為，廣告主、廣告主內容或廣告主登入頁的內容不符合 Taboola 的廣告政策、任何適用法律、法規或其它司法或行政命令，或可能對 Taboola 造成貶低、嘲笑、金錢損失或聲譽傷害。在 Taboola 就廣告主內容向廣告主提出任何最佳化建議的情況下，Taboola 不擁有該等建議或相關材料，不對廣告主或任何協力廠商就該等建議或相關材料承擔任何責任。廣告主對本協議項下所列明的廣告主內容單獨承擔全部責任。在收到廣告主的書面通知後，Taboola 同意做出商業合理的努力，以確保不在任何 Taboola 媒體網站上推薦廣告主認為有異議的任何廣告主的内容。廣告主不得出於商業目的嘗試存取其他 Taboola 客戶的帳戶，或從分析儀面板中提取資料。廣告主確認並同意，人工智慧產生的內容應構成本協議中的廣告主內容。

3. 宣傳詳情

- a. **支付模式：**根據已簽署的廣告訂單，雙方將為每次宣傳議定以下支付模式之一，但只有屬於視頻的廣告主內容可以採用 CPM、vCPM 或 CPCV（各術語的定義見下文）付費模式：(i) **點擊付費**（“CPC”）：廣告主在 Taboola 專有媒介的訪客（“訪客”）每次點擊廣告主內容時付費。點擊將在訪客每次點擊廣告主內容時計算，並在 Taboola 的追蹤日誌中計量和報告（“點擊”），追蹤日誌可隨時在 Taboola 的後臺上向廣告主提供；(ii) **千次展示付費**（“CPM”）：廣告主就每個廣告主內容展示向 Taboola 付費，如果是視頻廣告主內容，則在一個視頻廣告開始播放（即首個畫面）時向 Taboola 付費。展示將在廣告主內容每次在 Taboola 專有媒介上顯示時計算（“展示”）；(iii) **可見千次展示付費**（“vCPM”）：廣告主僅就可見展示向 Taboola 付費，若為視頻廣告主內容，當至少百分之五十（50%）的圖元在螢幕上至少連續兩（2）秒顯示時，則視頻廣告被視為可見；(iv) **按完整觀看付費**（“CPCV”）：廣告主僅就已經完成的廣告主內容向 Taboola 付費，若為視頻廣告主內容。完整觀看視頻的情況如下即可算數（1）：使用者觀看完畢視頻（2）：視頻播放至少 30 秒（3）：使用者點擊了廣告視頻。CPCs, CPMs, CPCVs, vCPMs 均為動態計算（即，其有可能為有效競爭特定的廣告投放而被調整）。除非本協議另有約定，前述所有支付模式均已包含與在 Taboola 網路上開展宣傳相關的所有費用，包括但不限於所有資料、技術、廣告服務、品牌安全、代理折扣和回扣、拍賣費用和廣告需求方平台費用。
- b. **視頻頻寬費：**對於 6MB 或更大的視頻廣告主內容的展示，發票應反映一項“視頻頻寬費”，費率為每 G 位元組五美分（0.00005 美元/MB）（或其新台幣等值金額）。例如，如果據此完成了一個 8MB 廣告主視頻檔的 1000 次展示，與該檔相關的視頻頻寬費將是 0.40 美元（即 1000 次展示 * 8MB * 0.00005 美元）。
- c. **數據費：**對於任何基於推斷出的用戶興趣或人口統計特徵數據段（“數據段”），發票應包括“數據費”。

a "Data Fee". Where Advertiser employs such Data Segments, the following restrictions shall apply:

- 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.
- 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 TWD, 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 TWD200,000 in any given Campaign Month or to impose a credit

當廣告主採用此等數據段時，應依循下開所限制：

- i. 廣告主不得緩存數據段，以使廣告主能夠重新使用這些數據段（或任何同等功能或其模型）；
 - ii. 廣告主不得轉售數據段；及
 - iii. 廣告主不得將數據段與任何個人資訊相關聯，例如一名自然人的名字或姓氏、街道位址、電子郵件地址、電話號碼或其它身份特徵。
 - iv. 廣告主不得違反任何適用的法律使用數據段。
- d. **宣傳資訊：**廣告主可提前 48 小時發送書面通知以隨時更改特定月份、某個月的一部分時間或未來期間的宣傳詳情，方法如下 (i) 向已經被指定為廣告主帳戶之宣傳經理 ("Taboola 帳戶經理") 的 Taboola 代表發送一封電子郵件，或回復由 Taboola 帳戶經理發送的電子郵件，以確認相關變更及其生效的期間，或(ii) 使用分析儀表板中的宣傳管理儀表板。廣告主承認及同意，Taboola 不保證在使用完廣告主的宣傳預算期間，其推薦之廣告主內容的探訪頻率或點擊次數。儘管有任何相反的規定，Taboola 有權設定價格底線或要求 Taboola 網路投標的最低 CPC。為明確起見，除非雙方另有書面議定，否則宣傳預算以新台幣計之。
- e. **協力廠商追蹤代碼：**廣告主在 Taboola 事先書面同意（電子郵件應足夠）的情況下，可以自行或通過 Taboola 帳戶經理添加協力廠商追蹤代碼（例如圖元或標籤）來追蹤展示或廣告主內容的點擊次數。廣告主同意 Taboola 不會承擔、退還或補償因使用協力廠商追蹤代碼而產生的任何資料收集管理 ("DCM") 費用。此外，如果廣告主選擇讓 Taboola 帳戶經理添加代表其的協力廠商追蹤代碼，廣告主仍然對 Taboola 帳戶經理的行為負全部責任。協力廠商追蹤代碼產生的任何問題，包括產生的 DCM 費用，都必須由廣告主和協力廠商處理。
- f. **報告：**Taboola 關於點擊、展示和視頻完成的測量資料乃是本協定下的最終測量資料，將被用於計算在本協議下應付給 Taboola 的金額。

4. 發票

廣告主承認，在分析儀表板或通過電子郵件提供的任何分析僅屬估計，將會在每個宣傳月份結束之後十四 (14) 天內最終確定，屆時，Taboola 應向廣告主寄發羅列該宣傳月份收費和餘額的發票。如對發票有任何異議，須在收到發票之日起的十 (10) 天內以書面方式向 Taboola 表示，否則視為廣告主放棄異議，相關發票將被視為沒有爭議並為廣告主接受的最終發票。款項可依據雙方同意，以電匯、ACH 或信用卡方式支付。Taboola 可以自行決定要求廣告主在發布廣告內容之前，預先支付任何活動月的宣傳預告 ("宣傳預付款")，直至廣告主和 Taboola 之間建立了信用額度為止。廣告主須在各個宣傳月份結束後的三十 (30) 天內支付該發票款項。所有延期付款將累算利息 (月複利)，利率為每個月百分之一點五 (1.5%) 或法律允許的最大金額 (以較低者為準)。除了 Taboola 享有的任何其他權利或補救外，廣告主未能支付本協議所載的任何發票均可能導致 Taboola 取消或暫停廣告主的宣傳。此外，若廣告主未能支付上述款項，廣告主還應支付 Taboola 因為收取這些款項而引致的所有合理費用 (含律師費)。若 Taboola 同意廣告主提出的代表廣告主向協力廠商發送發票的書面請求，廣告主同意對付款負責及負有法律責任，若該協力廠商並未在三十 (30) 天的付款期內支付發票款項，廣告主應立即向 Taboola 支付所有相關金額。此外，若在任何給定的宣傳月份內，應付予 Taboola 的金額超過新台幣 200,000 元，則 Taboola 保留要求立即支付尚欠款項的權利，亦保留根據廣告主的信用記錄、申請或 Taboola 認為相關的其他因素對廣告主設置信用額度的權利。為明確起見，除非雙方另有書面議定，否則所有付款均以新台幣計之。新台幣匯率應在每個月的最後一天確定，並以

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 TWD, unless otherwise agreed to in a separate writing between the parties. TWD conversion rates shall be determined on the last 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 Republic of China (Taiwan), including but not limited to Consumer Protection Act; (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

www.morningstar.com 上的報價為準。如果 Taboola 向代理授予發票信用或折扣額，以供特定廣告主使用，則代理商同意 (i) 將此等信用或折扣額轉給相關廣告主，或 (ii) 倘若代理商保留上述信用或折扣額，而沒有將其轉給相關廣告主，則代理商應向廣告主提供在法律上足夠的通知及取得在法律上足夠的同意，以收取及保留此等信用或折扣額。即使本協議有任何相關約定，廣告主同意 Taboola 可以在不損害其可能擁有的任何其他權利的情況下，以其向廣告主所欠的任何責任抵消廣告主根據本協定或任何其他協定對 Taboola 所欠的任何責任。

5. 稅務

Taboola 可能會收取 Taboola 在法律上有義務收取的任何適用國家、州或當地銷售稅、使用稅或增值稅（“稅項”）。在適用情況下，廣告主可向 Taboola 提供一份免稅證書或獲相關稅務局接受的同等資訊，在此情況下，Taboola 將不會收取或徵收此等證書涵蓋的稅項。倘若廣告主據此應付的任何金額會被扣減或預扣稅項，則廣告主據此應付的金額應增加，以使 Taboola 收到的金額等於適用發票列明的金額。在收到書面請求後，Taboola 將向廣告主提供廣告主為了就根據本協定支付的任何款項履行資訊報告或預扣稅義務而可能需要的任何表格、檔或證書。

6. 陳述和保證

- a. 本協議各方陳述及保證，其擁有訂立本協定及完成本協定期交易的全部權力和授權，並且代表各方簽署本協議的人士擁有如此行事的授權。本協定雙方同意履行任何和所有合法的額外行為，包括但不限於簽署本協議任何一方為了實現本協議的意圖、履行本協議載列的條款及使本協定具備全部效力而可能需要或合理請求的額外契約、協議、檔和文書。
- b. 代理商陳述及保證，作為廣告主的代理商，其擁有約束廣告主遵守本協定的授權，並且代理商與本協定相關的所有行動均在該代理商的職權範圍內。
- c. 廣告主陳述及保證 (i) 其擁有訂立本協定、根據本協定授予權利及按本協定指定方式使用廣告主內容（包括但不限於其中的智慧財產權）的所有必要權利、許可和批准；(ii) 廣告主內容及廣告主登陸頁面上的內容不會侵犯任何協力廠商的權利；(iii) 其將遵守及確保廣告主內容遵守中華民國(台灣)相關法律法規，包括但不限於《消費者保護法》；(iv) 廣告主內容及廣告主登入頁面上的內容將遵守可能會不時更新的 Taboola 的廣告政策；(v) 其在使用服務過程中將遵守所有適用的法律法規，包括但不限於美國以及其他適用的司法管轄地區的經濟制裁和出口管制的法律法規；(vi) 就廣告主使用數據段而言，廣告主應遵守 Taboola 的廣告主資料使用政策；(vii) 在廣告主為受眾抑制或受眾定位之目的或為廣告主建立自訂的看似受眾而將資料發送給 Taboola 的範圍內，廣告主對該等資料的收集以及就如何使用該等資料的指示將遵守所有的適用法律（包括誠實貸款法，如適用）、Taboola 廣告主資料使用政策以及與向訪客的披露相一致；(viii) 其不受根據美國法律或適用於本協議履行的任何其他司法管轄地區的法律實施的制裁或出口管制限制的任何人的約束、所有或控制；及(ix) 其不會採取任何可能導致 Taboola 被實施經濟制裁或其他貿易控制限制或懲罰的行動。如果廣告主是一個“註冊經營別稱的”實體，廣告主同意，根據本協定以廣告主名義經營業務的商業實體應對廣告主在本協議項下的所有義務負責，並且代表廣告主簽署本協議的人士受本段的條款約束及對違反本段規定的行為承擔個人責任。

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 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

- d. Taboola 陳述和保證，其擁有訂立本協議並授予其中所授予之權利的所有必要權利和許可權。前述陳述和保證乃為 TABOOLA 做出的唯一以及專屬陳述與保證。TABOOLA 按“現狀”提供服務，包括任何數據段或組成服務的廣告投放。在法律允許的最大範圍內，TABOOLA 明確否認所有其他陳述與保證（無論是明示、隱含或法定的陳述與保證），包括對所有權、適銷性、特定目的適用性以及非侵權或對所提供的任何數據段之準確性（包括地理位置定位）、完整性或正確性的隱含保證。

7. 內容及資料所有權

- a. **內容所有權：**在雙方之間，Taboola 擁有平臺中的所有智慧財產權及其收集的資料，以及用於部署小工具的所有技術、資料、設計和訣竅，並且廣告主擁有廣告主內容和展示在廣告主登陸頁上的內容的所有智慧財產權。廣告主無需就服務向 Taboola 提供任何回饋或建議。若廣告主提供了任何前述回饋或改善建議，廣告主特此向 Taboola 及其聯屬公司授予一項非專有、永久、不可撤銷、免專利權費以及可轉讓的全球範圍內的權利與許可，用於無限制地在服務方面使用、複製、披露、轉授、分發、修改和另行利用所有這些回饋和建議。
- b. **數據所有權：**任意一方應當擁有有關該一方在其或通過其伺服器或網路收集的的所有資料（包括所有被動收集或機器可讀數據。如基於瀏覽器類型和設備識別符）（對於每一方，“被收集資料”）的權利、所有權及利益，並且該所有權包括（對於每一方）分許其各自的被收集資料的權利以及創造衍生產品或來源於該被收集資料的建模資料集以及分析。就 Taboola 為該一方的情況，Taboola 的被收集資料應包括但不限於：自訪客與廣告內容或廣告主網站（如登錄頁面或後續頁面訪問或點擊或轉換資料或雜湊的電子郵件位址）互動時收集的資訊。前述應進一步包括一方就該資料而編制、編輯、分析或衍生的任何報告。Taboola 的資料收集操作在其建議廣告主時不時審閱的隱私政策中體現。
- c. **資料限制：**無論前述所有權條款如何約定，Taboola 同意不會為了任何基於非匯總商業目的（即特別涉及廣告主、廣告活動或任何廣告主品牌的方式），向任何協力廠商（但為了報告及分析之目的披露給 Taboola 專有媒介的所有者的除外）披露任何廣告活動有關的資料。此外，儘管有上述所有權規定，如果廣告商正在使用受眾定位、資料市場或相似定位，廣告商不得使用其收集的數據進行逆向工程，建立或重建任何基於 Taboola 的廣告商的受眾或數據段的受眾，但廣告商可以將收集的數據用於活動歸屬和分析，以及/或績效指標。
- d. **Taboola 圖元：**廣告主可按照雙方的協定，在廣告主的登陸頁投放 Taboola 圖元（“Taboola 圖元”）或其它追蹤技術。Taboola 可隨時合理酌情更新、更改或替換 Taboola 圖元，但前提條件是這不會干擾廣告主登入頁面的功能並能維持原本的目的。Taboola 將此等 Taboola 圖元用於營運目的，例如收集轉換資料或

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-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.

雜湊的電子郵件位址、開展平臺分析、整合和關聯資料（例如以最佳化方式定位廣告主內容），及最佳化其收集、劃分或定位廣告主內容的方式。

8. 資料保護

- a. **隱私：**雙方同意，載列於 <https://www.taboola.com/policies/media-privacy-addendum/privacy-terms-for-advertisers> 的 Taboola 廣告主隱私條款及其不時之修訂（「廣告主隱私條款」）以參考值形式獲納入本條款。

9. 賠償

- a. 除了廣告主向 Taboola 做出的賠償外，對於因下列各項引致（或與之有關）的任何及所有的協力廠商申索、損害賠償、罰金、罰款、裁決、判決以及所有法律責任（包括合理的外部律師費用與開支）（統稱為「損失」），Taboola 須向廣告主、其母公司、附屬公司、聯屬公司以及他們各自的代表、高級人員、董事、代理人以及員工做出彌償，為其抗辯並使其免受損害：(i) Taboola 違反或被指稱違反第 6 段載明的任何其陳述或保證，或 (ii) 有聲稱表明平臺侵犯了協力廠商商標、商業秘密、版權或隱私權，但該等聲稱是因 Taboola 的平臺與廣告主的內容或廣告主登陸頁上的內容共同引致的除外。
- b. 如果本協議由廣告主簽署，對於因下列各項引致（或與之有關）的一切損失，廣告主須向 Taboola、Taboola 專有媒介及其母公司、附屬公司、聯屬公司及其代表、高級人員、董事、代理人以及員工做出彌償，為其抗辯並使其免受損害：(i) 廣告主違反或被指稱違反其陳述、保證或同意；(ii) 有聲稱表明廣告主的內容或廣告主登陸頁上的內容侵犯、違反或挪用了任何協力廠商知識財產權利，誹謗、中傷或詆毀任何人士或實體，或未能遵守任何適用的法律法規；(iii) 廣告主未能取得通過平臺展示其內容的所有必要權利、所有權和權益；和 (iv) 有指稱表明廣告主、廣告主的內容、廣告主登陸頁上的內容，或廣告主的內容當中宣傳的產品或貨物違反了任何適用的法律法規（統稱為「廣告主索賠」）。
- c. 對於(i)代理涉嫌違反其載於本協議的契諾、聲明或保證，(ii) 協力廠商提起申索以指控該代理違反了其明確的代理特定義務而導致的損失，代理將向 Taboola、Taboola 專有媒介的所有者、其母公司、附屬公司和聯屬公司及其代表、高級人員、董事、代理人 and 員工作出抗辯、賠償及使其免受損害，及 (iii) 與代理商代表簽署本協議的任何廣告主有關的「廣告主索賠」。
- d. 各方同意在尋求本協議下的任何彌償時，尋求彌償的一方（「申索人」）須：(i) 就引發所尋求彌償的申索迅速書面通知另一方（「彌償方」）；(ii) 授予彌償方對抗辯的唯一控制權（但申索人可自費協助抗辯除外）；和 (iii) 向彌償方提供對申索抗辯而言合理必要的一切協助、資訊和授權（費用由彌償方承擔）。申索人將迅速就任何申索通知彌償方（但是，若未能迅速通知，這僅免除彌償方可以證明由於未能迅速通知而導致重大損害的義務），並且提供對申索抗辯而言合理必要的協助，相關費用由彌償方承擔。在任何情況下，未經申索人事先書面同意（不得無理拒絕或延遲發出同意），彌償方概不得就獲彌償的申索訂立和解或同意對其進行任何處置。此外，尋求委任以抗辯獲彌償之申索的任何法律顧問應該事先取得申索人的書面同意，而且不得無法拒絕或延遲發出此等同意。

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 page

10. 法律責任的限度

在法律允許的最大範圍內，TABOOOLA 在任何情況下概不就任何特殊、附帶引起、懲罰性、懲戒性、間接或相應而生的損害賠償負責。TABOOOLA 在本協議對廣告主負有的因一切訴因和在所有法律責任理論下產生的總法律責任，概不得超過廣告主在本協議下於產生法律責任之初始事件發生之日的前六 (6) 個月內，向 TABOOOLA 實際支付或累算的金額。

11. 保密

各方應僅向其及其母公司、附屬公司和聯屬公司的代表、高級人員、董事、代理人、專業顧問、現場承包商和員工披露保密資訊（定義見下文），而且他們(i)須受書面的使用和披露限制及其它保密義務約束，及(ii)該方認為他們為了履行本協定或執行本協定的條款而可能需要知悉這些資訊。前述義務不得限制一方 (a)為了執行本協議的條款，或(b) 根據具有司法管轄權的法院發出的法庭命令披露另一方的保密資訊，但前提是需做出前述披露的一方向另一方發送合理的事先書面通知，以便其能夠就該命令或傳票做出抗辯，且若需要做出披露，則只能披露乃屬合法所需的部分保密資訊，(c) 監管調查或執行披露披露方的保密資訊；或者 (d) 作為盡職調查流程的一部分，向任何現有或潛在的投資者、收購方以及資金提供方披露披露方的保密資訊。前述內容也不得限制 Taboola 為回復任何關於廣告主內容或廣告主登錄頁面內容侵犯、違反或盜用任何協力廠商智慧財產權的主張而披露媒體的聯繫資訊。“保密資訊”包括：(a) 與平臺或 Taboola 的任何軟體或其他技術有關的任何技術資訊或計畫；(b) 另一方的任何財務資訊；(c) 一方向另一方披露的被標記為保密的其他資訊；或在相關環境下可合理被認為保密的資訊；和 (d) 本協定的內容。保密資訊不包括下列資訊：(a) 因為並非接收方過錯或違約的原因而被公開的資訊；(b) 接收方在披露時合法知悉且不負有保密義務的資訊；(c) 由接收方在沒有使用披露方保密資訊的情況下獨自制定的資訊；或 (d) 由接收方合法地向不對披露方負有保密責任的協力廠商獲取的資訊。

12. 有關服務的可獲得性

Taboola 概不就有關服務的可獲得性做出任何陳述，且廣告主知悉並同意，有關服務有時可能會因為下列原因而不可用：(i) 設備、軟體或服務故障；(ii) 維護和升級程式或維修；或 (iii) Taboola 或其聯屬公司無法控制的原因，包括但不限於電訊或數位傳輸鏈路中斷或故障、網站或介面不可用、無法操作或無法訪問、網路擁塞或其他故障，且 Taboola 概不對因任何前述原因導致的不可用負責。此外，廣告主還確認並同意，Taboola 及其聯屬公司不就操作 Taboola 專有媒介負有責任或法律責任。

13. 終止/暫停

廣告主或 Taboola 可通過下列方式終止本協定：(a) 在任何時間提前七 (7) 天發出書面通知，或 (b) 若另一方未能在收到有關重大違約的書面通知後的四十八 (48) 小時內補救該重大違約行為，則可立即終止協議。此外，若廣告主未能遵守 Taboola 的廣告政策，Taboola 可立即終止本協議，恕不另行通知。廣告主可通過提前二十四 (24) 小時發送書面通知以終止任何宣傳。若發生下列情況，Taboola 可隨時終止或暫停廣告主對有關服務的訪問或使用或終止本協議：(a) Taboola 絕對酌情認為，相關行動對保護任何系統或網路免遭錯誤或損害，或限制 Taboola 或其聯屬公司的法律責任而言乃屬必要；或 (b) 廣告主以未經授權的方式試圖訪問或使用有關服務，包括但不限於試圖訪問其他 Taboola 客戶的帳戶，或以侵犯 Taboola、其聯屬公司或協力廠商知識財產權利的方式使用有關服務，或使用自動化系統或軟體從網站提取資料以用於商業目的（也稱為螢幕抓取），除非廣告主就此取得了 Taboola 的明確書面同意。如果廣告主預付了宣傳費用，而且 Taboola 發現廣告主違反了 Taboola 的廣告政策，原因是廣告主使用非標準 URL 重定向向私下將訪客重定向至以下登陸頁內容 (i) 與此前向 Taboola 提

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 Republic of China (Taiwan). Any dispute arising from or in connection with this Agreement shall be submitted to Chinese Arbitration Association, Taipei for arbitration. The arbitration shall be held in Taipei, Taiwan and performed in Chinese.

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 this Agreement and are hereby rejected, regardless of whether they are

交的登陸頁內容不符,及(ii)由於隱藏訪客從廣告主的 URL 轉入真實目標登陸頁的“偽裝”或其它技術而不符合 Taboola 的廣告政策, Taboola 應有權在已經備案的信用卡中扣除廣告主開支的餘額,或保留已經支付的宣傳預付款,無論在哪種情況下, Taboola 均不會退還任何此等資金。

14. 法律選擇和糾紛解決

本協定應受中華民國(台灣)法律管轄及根據該法律解釋。由本協議導致或與之相關的任何糾紛應提交至中華民國仲裁協會進行仲裁。仲裁應在台灣台北,並以中文進行。

15. 承繼人和承讓人

本協定(包括各方的權利和義務)應對雙方及其各自的繼承人、遺囑執行人、遺囑管理人、收購方、承繼人和承讓人具約束力及保障其利益。未經對方事先書面同意(不得無理拒絕或延遲發出同意),本協議及其任何權利或義務不得轉讓或轉授;但是,(a)任何一方均可將本協定轉讓予該方全部或幾乎全部資產的收購方,無論是通過合併、法律實施或其它方式,而不需要取得對方的事先書面同意,前提條件是收購方書面同意全額支付廣告主根據本協議欠付 Taboola 的任何未償還款項;以及(b) Taboola 可不經廣告主的同意,將本協議中 Taboola 的權利義務轉讓給其母公司、其關聯方或者其子公司。

16. Taboola 對有關服務的提供

廣告主確認, Taboola 的母公司 Taboola.com Ltd. 擁有對有關服務、平臺以及任何相關技術的一切知識財產權利, Taboola 僅是有關服務、平臺和任何相關技術的許可人與分銷商。因此,廣告主理解並同意,廣告主的內容將根據 Taboola.com Ltd. 向 Taboola 許可的有關服務和任何相關技術而分發,且某些後端服務將由 Taboola.com Ltd 代表 Taboola 提供。廣告主特此同意,在 Taboola 仍負責完整與正確地履行其在本協議下所負之所有責任的前提下, Taboola 將本協定下某些有關服務的提供轉授給 Taboola.com Ltd. 負責。

17. 不可抗力

若在履行本協議下各自義務時發生的延期或違約是由其無法合理控制的情況(包括但不限於火災、洪災、事故、地震、電訊線路故障、停電、網路故障、天災或勞資糾紛)而導致,則廣告主和 Taboola 概不對相關延期或違約負有法律責任。若廣告主向協力廠商轉移資金的能力受到其無法合理控制之事件的重重大不利影響,包括但不限於銀行清算系統故障或緊急狀態,則廣告主將做出一切合理努力以及時向 Taboola 付款,但因該情況而導致的任何延期將在該等情況持續的期間內得到豁免。在前述各項的規限下,該等延期豁免不得以何方式免除廣告主就在未發生前述情況的條件下本應到期和支付之款項而負有的義務。

18. 雜項

本協定構成雙方就協定主旨事項達成的完整和專有理解與協定,並取代就其主旨事項達成的任何和所有先前或同期的書面或口頭協議或理解。本協定中的任何內容不得被解釋為在廣告商和 Taboola 之間建立合夥,合資,代理,僱傭或任何其他關係。廣告商不會自稱是 Taboola 的合作夥伴,員工,代表或代理人。廣告商無權以 Taboola 或 Taboola 的名義簽署任何協定,或以其他方式將 Taboola 綁定至任何協議或義務。一方未能確使另一方嚴格執行本協議任何條文或行使其下的任何權利,不得被解釋為該方放棄在之後如此行事的權利。任何點擊、網路訂單、購買訂單或其他在本協定簽署之前或之後簽訂的條款不得影響本協議的解釋,也不得對雙方產生約束力。這些條款應當無效。廣告主採購訂單或其他客戶生成的訂購檔中預先列印的條款,或其中引用或以連結嵌入的條款,對本協議不產生效力且由此不被接受,無論它們是否由 Taboola 簽署和/或聲稱優先於本協定。如果適用於任何一方或任何情況的本協定規定(包括其條款)被具備合資格管轄權的法院裁定為由於法律而無效、不可執行或不可實施,則此等規定(包括其條

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.

款) 不得影響本廣告訂單的任何其它規定, 以及此等規定在其它情況或另一方的適用性或本協議的整體有效性或可執行性。本檔為原件的中文譯本, 正式檔採用英文編制。若原始英文正式檔的任何文字與本譯文的任何文字有衝突, 概以原始英文正式檔為準。本條款與條件的第 7、9-11、14-15 和 18 段將在本協議終止後存續。本協定的電子簽名應為有效及可實施, 猶如原件一樣。本協議一式多份, 每份副本均為原件, 所有副本應共同構成一份完整的檔。