

TERMS AND CONDITIONS

for Advertisers participating in the Network

Pursuant to these Terms and Conditions to Distributing Content on the Network (the “Terms”): (a) Taboola Europe Limited (“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 software or code (the “Widget”) on third party websites with which Taboola or its affiliates have a relationship or the right to serve advertisements (the “Publisher Websites” collectively the “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 Publisher Websites (each a “Campaign”) as authorized by Advertiser, whether such authorization is granted via the attached insertion order (the “Insertion Order”), additional insertion orders, email, Taboola’s “Backstage” analytics platform (the “Analytics Dashboard”), or otherwise, and they represent the parties’ common understanding for doing business (the “Agreement”). All capitalized terms not otherwise defined herein are defined in the Insertion Order into which these Terms are incorporated by reference.

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 Publisher Websites until such time that the amount due 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 (iii) write a case study regarding Advertiser’s use of the Service, and (iv) share Campaign performance data captured by Taboola’s tracking logs with the owners or operators of Taboola’s Publisher Websites in connection with Advertiser’s Campaigns that specifically appear on such Publisher Websites and for the sole purpose of measuring Campaign performance on such Publisher Websites.
- b. Taboola grants Advertiser the right to access 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”). Additionally, Taboola grants Advertiser the right to 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. For avoidance of doubt, Taboola may create derivative data products and data models (e.g., segmentation and optimization models) from this data, which it shall own, provided that all right, title, and interest in any Advertiser Content (in whole or in part) shall be and remain with Advertiser.
- 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 [Advertiser Content Guidelines](#), 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 Publisher Website that Advertiser deems objectionable.
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 each time a visitor to a Publisher Website (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 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 Publisher Website (the “Impression”); (iii) *Cost per Thousand Viewable Impressions (“vCPM”)*: Advertiser pays 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 only for Advertiser Content that is completed and, in the case of video Advertiser Content, a video ad will be deemed completed when the Visitor has viewed the entire video. 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.
 - 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 the currency of England). 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 Visitor interests or demographics ("Data Segments") that Advertiser uses to target its Advertiser Content, invoices shall be inclusive of a "Data Fee" in the amount set forth in an applicable Insertion Order or in the Analytics Dashboard. 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.
- 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 representative who has been designated as the Campaign manager for Advertiser's account (the "Account Manager") or replying to an email from the 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 the currency of England, 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, an invoice for the Campaign Month shall be finalised.
5. **Warranties:**
- a. Each party hereto 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. Advertiser warrants that (i) it has all necessary rights, licences, 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 and the content on Advertiser's landing pages shall comply with any and all applicable laws, regulations, guidelines, and other industry standards and practices; (iv) its Advertiser Content and the content on Advertiser's landing pages will comply with Taboola's

[Advertiser Content Guidelines](#), which may be updated from time to time; and (v) it will comply with all applicable laws and regulations in its use of the Service. In addition, Advertiser warrants 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 non-existent 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.

6. Content and Data:

- a. As between the parties, Taboola owns all Intellectual Property Rights in the Widget, 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. **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 Publisher Websites 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, Advertiser shall not use its Collected Data to create any commercial product or dataset based (in whole or in part) on audience or Visitor profiles derived from the Collected Data (for instance, to infer that a particular Visitor may have a particular interest, or be a member of a particular demographic) provided that Advertiser may use the Collected Data for purposes of Campaign attribution and analytics, and/or performance metrics. Additionally, Taboola agrees not to place any cookies on the devices of EEA and UK Visitors while on Advertiser's landing page URLs.

7. Data Protection:

- a. **Definitions:** In this Paragraph 8, the following definitions shall apply: (i) "**Controller**" means an entity that determines the purposes and means of the processing of Personal Data; (ii) "**Personal Data**" means any information 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); (iii) "**Applicable Data Protection Laws**" means any and all applicable federal, national, state, or other privacy and data protection laws (including, where applicable, EU Data Protection Law) as may be amended or superseded from time to time; (iv) "**EU Data Protection Law**" means (aa) prior to 25 May 2018, the EU Data Protection Directive (Directive 95/46/EC); (bb) on and after 25 May 2018, the EU General Data Protection Regulation (Regulation 2016/679); (cc) the EU e-Privacy Directive (Directive 2002/58/EC); and (dd) any national data protection laws made under or pursuant to (aa), (bb), or (cc); and (v) "**Collected Data**" means the data each party collects on or through their servers or networks (including all passively collected or machine-readable data, such as data based on browser type and device identifiers).
- b. **Application of Data Protection Law:** 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.
- c. **Relationship of the Parties:** To the extent that the Collected Data qualifies as, or contains, Personal Data under Applicable Data Protection Laws, each party shall process the Collected Data it collects as an independent Controller. In no event shall the parties process the Collected Data as joint Controllers. 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.

- d. **Purpose Limitation:** Each party agrees that it shall process the Collected Data that it collects only for the purposes permitted by this Agreement and Applicable Data Protection Law.
 - e. **Security:** Each party shall implement appropriate technical and organizational measures to protect the Collected Data from (i) accidental or unlawful destruction and (ii) loss, alteration, unauthorized disclosure of, or access to the Collected Data.
 - f. **International Transfers:** Where EU Data Protection Law applies, neither party shall process its Collected Data (nor permit its Collected Data to be processed) in a territory outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with EU Data Protection Law.
 - g. **Consent for Taboola Pixels:** Taboola uses Taboola Pixels to provide its Service. Advertiser shall ensure that appropriate notice and consent mechanisms as may be required by Applicable Data Protection Law are displayed upon digital properties in which Advertiser places the Taboola Pixels so that Taboola can provide its Service lawfully through such properties. Upon written request, Taboola shall provide Advertiser with such information as Advertiser may reasonably require about the Taboola Pixels so that Advertiser can ensure that appropriate notice and consent mechanisms are displayed. Advertiser shall not fire any Taboola Pixels unless and until any necessary consents required under Applicable Data Protection Laws have been obtained.
8. **Indemnities:** Advertiser shall indemnify, defend, save, and hold harmless Taboola, the owners of the Publisher Websites, 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 Widget; 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.
9. **Limitation and Exclusion of Liability:**
- a. This Paragraph 9 prevails over all of this Agreement and sets out the entire Liability (as defined below) of Taboola, and the sole and exclusive remedies of Advertiser, in respect of: (a) performance, non-performance, purported performance, delay in performance, or mis-performance of this Agreement or the Service hereunder or of any services in connection with this Agreement; or (b) otherwise in relation to this Agreement or entering into this Agreement.
 - b. Neither party shall exclude or limit its Liability for: (i) its fraud; (ii) death or personal injury caused by its Negligence (as defined below); or (iii) any other Liability which cannot be excluded or limited by applicable law.
 - c. Subject to Paragraph 9.b, neither party shall accept and hereby excludes any Liability for Negligence other than any Liability arising pursuant to the terms of this Agreement.
 - d. Subject to Paragraph 9.b, Taboola shall not have Liability in respect of any: (i) indirect or consequential losses, damages, costs or expenses; (ii) loss of actual or anticipated profits; (iii) loss of contracts; (iv) loss of use of money; (v) loss of anticipated savings; (vi) loss of revenue; (vii) loss of goodwill; (viii) loss of reputation; (ix) ex gratia payments; (x) loss of business; (xi) loss of operation time; (xii) loss of opportunity; or (xiii) loss of, damage to or corruption of, data; and in respect of each preceding case, whether or not such losses were reasonably foreseeable or Taboola or its agents had been advised of the possibility of Advertiser incurring such losses. Advertiser agrees that (ii) - (xiii) apply whether such losses are direct, indirect or consequential.
 - e. Subject to Paragraph 9.b, the total aggregate Liability of Taboola in respect of a claim under this Agreement shall be limited to £1,000.
- f. The limitation of Liability under Paragraph 9.e has effect in relation both to any Liability expressly provided for under this Agreement and to any Liability arising by reason of the invalidity or unenforceability of any term of this Agreement.
 - g. Advertiser acknowledges and accepts that Taboola only provides the Service hereunder on the express condition that Taboola will not be responsible for, nor shall it have any Liability directly or indirectly for, any act or omission of Advertiser, its affiliates, or its or their employees, agents, or other contractors, or any third party.
 - h. In this Paragraph 9: (a) "Liability" means liability in or for breach of contract, Negligence, misrepresentation, restitution, or any other cause of action whatsoever relating to or arising under or in connection with this Agreement, including, without limitation, liability expressly provided for under this Agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and for the purposes of this definition, all references to "Agreement" shall be deemed to include any collateral contract); and (b) "Negligence" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract, or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).
10. **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 or (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. "Confidential Information" consists of (a) any technical information or plans concerning the Widget 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.
11. **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 Publisher Websites.
12. **Termination/Suspension:** 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 Advertiser 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 [Advertiser Content Guidelines](#). 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 [Advertiser Content Guidelines](#) by using non-standard URL redirects to surreptitiously redirect Visitors to landing 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 [Advertiser Content Guidelines](#) 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.

13. **Choice of Law and Jurisdiction:** This Agreement (and all non-contractual relationships arising out of or related to it) shall be governed by and construed in accordance with the laws of England excluding its conflicts of law principles. The parties hereby submit to the exclusive jurisdiction of the English courts. The parties hereto each expressly agree not to commence or maintain any action in any other court or forum in any way relating to or arising out of this Agreement.

14. **Taboola's Provision of the Service:** Advertiser acknowledges that Taboola's group companies (including, without limitation, Taboola.com Ltd.) owns all Intellectual Property Rights in and to the Service, the Widget, and any related technology and that Taboola is just an authorized reseller and supplier of the Service, the Widget, 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.

15. **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 labour 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.

16. **Miscellaneous:** This Agreement constitutes the entire agreement and understanding of parties and supersedes and excludes any and all prior or contemporaneous proposals, understandings, agreements, or representations, whether written or oral, with respect to the subject matter of this Agreement. 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. Each party acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this Agreement shall operate to limit or exclude any liability for fraud. 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. Except as set forth in Paragraph 5.b with respect to Taboola updating its Advertising Policies from time to time, any waiver, modification or amendment to any provision in this Agreement will be effective only if in writing and signed by a duly authorized representative of each party or is presented by Taboola electronically via the Analytics Dashboard or otherwise and accepted by Advertiser by clicking on "I Accept" or similar language. No person who is not a party to this Agreement shall acquire any rights under it or entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any party to this Agreement its assent to any such term. Accordingly, there are no third party beneficiaries of this Agreement who obtain any rights hereunder. If at any time any provision of this Agreement shall be found by any court or administrative body or competent jurisdiction to be invalid, illegal, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. If any provision of this Agreement is so found to be invalid, illegal, or unenforceable but would be valid, legal or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid, legal, or enforceable. If the circumstances referred to in the preceding sentence occur, the parties agree to attempt to substitute for any invalid, illegal, or unenforceable provision a valid, legal, or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, illegal, or unenforceable provision.