LiveRamp Terms

◆ You and/or the company you represent ("Customer") has opted to use certain services provided by LiveRamp Inc. (the "LiveRamp Services") via the Outbrain dashboard. Pursuant to Customer's use of the LiveRamp Services, the customer may use the LiveRamp Quick Onboard API Service ("Quick Onboard Services") which allows a Customer to upload personal data associated with a particular audience ("Customer Data") into the Outbrain dashboard to be passed on to LiveRamp by Outbrain. You are authorized to act on behalf of the bind Customer.

◆ Customer acknowledges and agrees that:
  ♦ Customer is prohibited from the further resale or providing access to third parties of the LiveRamp Services;
  ♦ Customer is prohibited from sending the following data to LiveRamp pursuant to the LiveRamp Services including (i) a government issued identification number (ii) a financial or customer account number, including financial institution or bank account number or a credit or debit card number; (iii) information regarding an individual's sexual orientation, religion, or health or medical condition (iv) unique biometric data or digital representation of biometric data; (v) an individual's full date of birth; (vi) maiden name of the individual's mother; (vii) individual's digitized or other electronic signature; (viii) a user name, email address or other unique electronic identifier or routing code, which is sent in combination with a personal identification code, password, or security question and answer that would permit access to an online account, (ix) any data associated with an individual’s status as a person under the age of eighteen, or (x) any information that would permit Client to uniquely re-identify (a) specific individuals, (b) specific households or (c) groups smaller than 25 individuals or values. If Customer does transfer any of the aforementioned data, Customer shall promptly notify Outbrain in writing.
  ♦ LiveRamp is the intended third party beneficiary with respect to the Customer Data and accordingly has the right to enforce these terms directly against Customer; and
  ♦ Customer may only use the Quick Onboard Services for the purposes of ad targeting, suppression and measures on the Customer's platform and no other purposes. In order for the Customer to use the LiveRamp Services, LiveRamp requires that the Customer grant Outbrain a non-exclusive, recoverable, sub-licensable license to Outbrain to (a) access, download and receive Customer Data (b) store, reproduce, modify and use Customer Data in connection with the LiveRamp Services. Any Customer Data received by Outbrain, and passed by Outbrain to LiveRamp, will be encrypted so that Outbrain will not be able to identify the Customer Data once uploaded by the Customer via the dashboard. Customer represents, warrants and undertakes that it has (a) all necessary consents, licenses and/or authority to grant Outbrain the aforementioned license in respect of the Customer Data and; (b) has the appropriate lawful basis and/or consents to allow Outbrain and LiveRamp to access and/or use such Customer Data.

◆ In order for the Customer to use the LiveRamp Services, LiveRamp requires that the Customer grant Outbrain a non-exclusive, recoverable, sub-licensable license to Outbrain to (a) access, download and receive Customer Data (b) store, reproduce, modify and use Customer Data in connection with the LiveRamp Services. Any Customer Data received by Outbrain, and passed by Outbrain to LiveRamp, will be encrypted so that Outbrain will not be able to identify the Customer Data once uploaded by the Customer via the dashboard. Customer represents, warrants and undertakes that it has (a) all necessary consents, licenses and/or authority to grant Outbrain the aforementioned license in respect of the Customer Data and; (b) has the appropriate lawful basis and/or consents to allow Outbrain and LiveRamp to access and/or use such Customer Data.

◆ The Customer provides such Customer Data to Outbrain at its own risk and shall indemnify, keep indemnified and hold harmless Outbrain in respect of any loss and/or damage which arises as a result of the Customer’s breach of the terms set out herein and/or in respect of any third party claim (whether by an individual, government authority or otherwise) which arises pursuant to the Customer’s use of the LiveRamp Services via the Outbrain dashboard.

◆ Outbrain has the right, by providing at least 10 business days written notice and at its own expense, to audit the Customer’s compliance with these terms.