

Gambling Content (United States)

"Acceptable Gambling Content" means: (i) Content related to sports betting or casino gaming; (ii) Content providing sports betting or casino gaming related tutorials, information, or tips; and (iii) online fantasy sports Content.

Customer acknowledges and agrees that:

- 1) Customer has and will maintain the necessary and valid gambling license or authorization which permits Customer to operate its business and promote the Acceptable Gambling Content in the states or countries in which Customer operates and runs Acceptable Gambling Content (the "Gambling License"). Customer shall provide a copy of its Gambling License or other materials necessary for Outbrain to evaluate Customer's ability to market with Outbrain, prior to running campaign(s) relating to Acceptable Gambling Content. Outbrain may refuse Acceptable Gambling Content for any reason, including if it is not satisfied of the validity of the Gambling License provided by the Customer; and
- 2) the Customer represents and warrants that it is not currently subject to any consent decree, regulatory investigation, or other legal action relating to the legality of Customer's services and/or practices, and that its Gambling License will remain valid for the duration of its campaign(s) and all other agreements entered into between Outbrain and Customer relating to Acceptable Gambling Content; and
- 3) During the term of any campaign(s) relating to Acceptable Gambling Content, Customer must notify Outbrain of any a) expiration, revocation, change in status, or other actual or threatened invalidity of Customer's Gambling License, or b) regulatory or government investigation, or legislative or legal action relating to the current or future legality of Customer's business and/or practices or Content. Upon notification of any of the preceding events, Outbrain shall be permitted to immediately terminate or suspend any such active campaign(s) and immediately taken down any Content. In the event of such termination, Customer will remain responsible for all fees due pursuant to the agreement governing its campaign(s) and
- 4) Customer shall only provide Outbrain with Acceptable Gambling Content. Customer shall not promote or provide or make available Content that a) is false or misleading, including, without limitation, the advertising of overstated, inaccurate, or unrepresentative odds, prizes, or winnings; c) depicts minors or anyone appearing to be under 21; d) contains any other content which is likely to be determined as sensitive or controversial gambling content; and
- 5) all Acceptable Gambling Content provided by the Customer shall comply with all applicable laws, regulations, and industry guidelines; and
- 6) it shall at all times display responsible gambling information on its online properties including the properties to which the Acceptable Gambling Content links to; and
- 7) Outbrain reserves the right in its sole discretion to remove any Acceptable Gambling Content for any reason.
- 8) Approval of Content or administration of any campaign or Insertion Order by Outbrain does not warrant compliance with any law, regulation, industry guideline, or these terms. Customer shall remain fully responsible at all times for its Content and campaign, including with respect to any geographic, age, or demographic targeting.
- 9) Customer shall defend, indemnify and hold harmless Outbrain and its respective agents, affiliates, subsidiaries, directors, officers, employees, contractors, and Network partners (as applicable) against any and all third party claims arising from or relating to Customer's business or the nature of its gaming services; Customer's Content or Campaign, including without limitation the delivery of Content in violation of applicable laws or regulations; or the breach or alleged breach of any of these terms.