

Effective Date: June 9, 2025

These terms were last revised and are current as of the effective date set forth above. Company reserves the right to change these terms from time to time.

Teads Amplify Terms and Conditions

These Teads Amplify Terms and Conditions ("**Terms**") are entered into by Teads Holding Co. ("**Company**"), formerly Outbrain Inc., and the entity executing an Insertion Order or using the Company's dashboard ("**Customer**"). These Terms govern Customer's use of the Service (as defined below), and together with an Insertion Order (or the information entered through the Company's dashboard ("**Dashboard**")) comprise the "**Agreement**" between Company and Customer. If there is any inconsistency between: (i) the terms of a signed Insertion Order or those entered through the Dashboard (either "**Campaign Details**"), and (ii) these Terms, the Campaign Details, as applicable, shall prevail.

1. Services

1.1 Company partners with a network of online properties (the "**Network**") to display a user interface containing links that navigate to websites. Company uses its proprietary algorithms, serving methodology, and advanced buying tools to deliver ads on behalf of clients to relevant audiences throughout the Network (the "**Service**").

1.2 Company shall display links to graphical, textual, video, and/or auditory content selected by Customer on the Network. Such links, together with the headlines, images, and/or video that may accompany the links, and the destination page reached from any such link, are the "**Content**." Company shall continue to distribute the Content on the Network until the earlier of: (i) the end date of Customer's campaign; (ii) reaching of Customer's budget; or (iii) the disabling of a campaign (provided that Company reserves the right to charge for additional Actions (as defined in Section 5.1) as the Content is removed from circulation – see [FAQs](#) for more details).

1.3 Company does not guarantee: (i) the placement, positioning, or the timing of delivery of any Content; (ii) clicks or impressions (including clicks from a particular audience segment); and/or (iii) conversions. If Fees (as defined in Section 5) do not reach Customer's budget, Customer's sole remedies shall be to: (i) subject to Section 2 below, extend the end date of the applicable campaign, (ii) replace or add to the existing Content with other Content; or (iii) to pay only for accrued Fees. In no event shall Company be liable for failure to deliver clicks, impressions, and/or views to Content.

1.4 Company will make reports available to Customer regarding the campaign(s). The final monthly reports (which may differ from the daily reports) will provide the conclusive basis for Company's calculation of Fees owed by Customer. Customer may submit their own Company-compatible tracker. If there is a ten percent (10%) discrepancy or more between Customer's numbers and Company's numbers, then the parties agree to work in good faith to identify the correct amount to be paid to Company. If the discrepancy is less than ten percent (10%), Company's numbers shall be conclusive.

2. Content

2.1 Customer is solely responsible for the Content. Customer has the right to and authorizes Company to place the Content on the Network. Customer is authorized to use and/or has approved all images and words of the Content's headline (whether created or generated by Customer or on Customer's behalf). Content headlines and images must accurately reflect the tone and subject matter of the Content. To the extent Company (and/or integrated tools) provide recommendations as to the Content, headlines, and/or campaign, Customer remains solely responsible.

2.2 Customer shall not, directly or indirectly, provide Content that: (i) is obscene, defamatory, libelous, slanderous, pornographic, violent, profane, indecent or unlawful; (ii) is factually inaccurate, misleading or deceptive; and/or (iii) facilitates or promotes any type of illegal activity, including without limitation pyramid schemes, gambling, the sale or use of illicit drugs, or discrimination or harassment of any

individual or group. Further, Content may not (a) redirect to a destination other than as originally submitted to the Service, and/or (b) be substantively different from the Content originally submitted to Company.

2.3 Content must comply with Company's [Advertising Guidelines](#), as may be updated from time to time by Company. Company may at any time (at its sole discretion) reject or remove Content.

2.4 Customer acknowledges and agrees that certain Content may change during the course of a campaign (e.g., due to revisions by the Content's author, comments from readers, or otherwise). Customer's recourse in the event of such change shall be to direct Company to remove such Content from its then-current campaign and/or select other Content. Customer further acknowledges that, if there is an objection to the Content (whether from the Content author or publisher, or otherwise), Company will act in accordance with Section 2 of its [Terms of Use](#) and may cease (at its sole discretion) including the Content in the Service or require Customer to make changes to the Content.

2.5 Both parties shall implement anti-malware scanning processes of the Content. Upon notice, both parties shall take immediate action to remove any suspicious Content from the Network.

3. Term and Cancellation

The Campaign Details will set forth the start and end dates of a particular campaign. However, the Agreement, or an individual campaign may be suspended or terminated: (i) by Customer for any reason upon two (2) business days' written notice to Company or within twelve (12) hours through the Dashboard, or (ii) by Company for any reason upon two (2) days' written notice to Customer. During the notice period, all previously contracted campaigns shall continue to run pursuant to the Campaign Details, and Customer shall be responsible for paying Company for all Fees accrued up to and including the last day of such notice period. Company also reserves the right at its sole discretion to immediately suspend or terminate all or part of Customer's use of the Service if Company reasonably believes Customer is in breach of the terms of this Agreement.

4. Campaign Details

If Customer utilizes Company's Dashboard, Customer will have access to certain online reports and control over its campaign(s). To the extent Customer registers and has access to the Dashboard, Company may collect certain personal data of Customer. For further information on how we may collect and use our business partners' personally identifiable information, please see our [Business Partner Privacy Policy](#). Company collects and processes this personal data in order to respond to Customer questions or requests, provide Customer with access to certain services, verify Customer's identity, and communicate with Company about the use of the Service. Customer is solely responsible for all changes requested or approved (either directly or via Company's API), including those made through the Dashboard using its login. Customer is solely responsible for protecting its login and password to the Dashboard. Customer can manage campaigns using the Dashboard by modifying the Campaign Details, and/or Customer may have the option of working with a Company account manager, as determined by Company.

5. Fees and Payment Terms

5.1 Ads displayed on the Network are paid for via one of following payment methods: (i) cost-per-click ("**CPC**"); (ii) cost-per thousand impressions ("**CPM**"); (iii) cost-per-completed view ("**CPCv**") where completed view means fifty percent (50%) of the video Ad/Content is in view continuously from beginning to the end of video; (iv) cost-per thousand Viewable Impressions ("**vCPM**"); and/or (v) other desired actions agreed between the parties from time to time (each, an "**Action**"). A viewable impression is counted as viewable if fifty percent (50%) of the video ad is in view continuously for 2 seconds. Company fees will be based on the number of Actions, plus the cost of the Service (the "**Fees**"), which will not exceed Customer's pre-designated maximum budget. Customer shall pay Company the Fees as measured by Company's tracking system up to the maximum budget designated in the Campaign Details. Company may charge any applicable national, state, or local sales or use taxes, value-added taxes, or country-specific fees that Company is legally obligated to charge. If CPC is being used for campaign measurement, such CPC may not be less than Company's then-in-effect minimum CPC (which may vary by market). If Customer is utilizing Company's automatic bidding feature, Customer grants Company the right to set and modify Customer's CPC at Company's discretion to aid in achieving Customer's targets for its campaign. Customer shall be solely responsible for any additional fees incurred for utilizing third-party services on its campaign(s). For the avoidance of doubt, Company will not cover, credit, or reimburse any third-party fees, including, but not limited to, use of any third-party tracker(s) on Customer's campaign(s). Customer may increase or decrease its budget through the Dashboard or through a signed amendment to an

Insertion Order.

5.2 If Customer has signed an Insertion Order, Fees will generally be invoiced by Company to Customer by the end of the following calendar month unless otherwise set forth in an Insertion Order. Customer shall pay all invoices within thirty (30) days from receipt. Any portion of a charge not disputed (pursuant to Section 5.3) in good faith must be paid in full. If Customer has provided the Campaign Details through the Dashboard or has signed an Insertion Order and has used a credit card for billing purposes, Company shall charge the Company fees (including processing fees) to Customer's credit card at such intervals as Company determines in its sole discretion. The decision as to whether to allow Customer to choose between invoice and credit card, and/or require a prepayment prior to the start of a campaign rests solely with Company. Company shall review all billing inquiries, including refund requests, on a case-by-case basis and reserves the right to approve or deny any request in its sole discretion.

5.3 If Customer disputes any amount on an invoice, Customer must provide written notice to Company (email is sufficient) within thirty (30) days of receipt of any invoice, or the right to dispute shall be deemed waived. Customer's email must include the amount disputed and provide adequate information to support any such claim. Customer may not withhold payment for any undisputed amounts, and any portion of a charge not disputed in good faith must be paid in full.

5.4 If payment is not made when due and not properly disputed pursuant to Section 5.3, Company may charge interest at the rate of six percent (6%) per annum from the due date until the date of actual payment, whether before or after judgment. Company also reserves the right to suspend or terminate any or all of Customer's use of the Service until Customer has paid all amounts due. Company reserves the right to charge Customer for all costs of collection, including collection agency and reasonable legal fees and court costs. Customer authorizes Company to investigate Customer's credit record. If applicable, Customer agrees to provide such further financial information and documentation as may be required from time to time by Company as a condition for the continued extension of credit. Customer acknowledges and agrees that any account, credit card and related billing and payment information which Customer provides to Company may be shared by Company with companies who work on Company's behalf solely for the purpose of performing credit checks, effecting payment to Company, collecting debts owed to Company and/or servicing Customer's account. Company may, in its sole discretion, extend, revise or revoke credit at any time. In addition, Company reserves the right to require immediate payment of any outstanding balance that exceeds Customer's credit limit and/or past the payment terms defined in this Agreement.

6. Additional Features and Terms

6.1 Company may also make additional Service features available to Customer from time to time, and use of such features may be subject to Customer's agreement to certain additional terms and conditions ("**Additional Terms**") (e.g., via an online click-through agreement or via the Dashboard). Such features will be provided at Company's discretion to Customer and may include fees in addition to those described in Section 5.1. Customer's acceptance of the Additional Terms will constitute a binding and enforceable agreement as between Company and Customer. In the event of any inconsistency between these Terms, the Additional Terms, and the Campaign Details, the order of precedence is: (i) Additional Terms, (ii) Campaign Details, and (iii) these Terms. Customers who choose to utilize LiveRamp services (via the Company's Dashboard or otherwise) for purposes of their Company campaign(s) are subject to [LiveRamp Terms](#).

6.2 Subject to Customer's compliance with Section 9 below, Customer may place on Customer's website, application pages or landing pages: (i) Company pixel(s) (the "**Company Pixel**"); and/or (ii) third party pixels or tags (the "**Third Party Pixels**") for the purpose of providing analytics related to Customer's campaign and/or enhanced targeting functionality (the Company Pixel and Third Party Pixels together are the "**Pixels**"). Customer represents and warrants that: (a) its use of the Pixels are in accordance with Data Protection Laws; and (b) it has provided appropriate notice to users regarding use of the Pixels, including an explanation: (x) that third parties, including Company, may use cookies or similar technologies to collect or receive information from Customer's website(s), and may use that information to provide measurement services and target ads; (y) as to how users opt-out of the collection of information for targeting purposes; and (z) it will not use the Pixels on websites or application pages that target minors and/or contain sensitive categories of data (e.g., physical or mental health conditions). Customer shall not use the Pixels unless and until it has complied with the provisions of this Section 6.2. Further, if an end-user has opted out of behavioral advertising via Customer's site(s) (or a mechanism such as settings within an advertiser application), Customer shall be fully responsible for not loading the Company Pixel. Company may update, change, or substitute the Company Pixel functionality at any time in its reasonable discretion provided that it does not disrupt the functioning of Customer's landing page and serves the same purpose.

6.3 If Customer utilizes third-party segments for enhanced targeting of its campaign(s) ("**3rd Party Targeting**"), Customer shall pay for its use of 3rd Party Targeting ("**3rd Party Data Costs**") including any applicable taxes. Customer's invoice for each campaign shall include both the Fees, and the 3rd Party Data Costs (if applicable). Customer agrees that 3rd Party Data costs will be based on Company's reporting metrics. If Customer utilizes 3rd Party Targeting, Customer shall: (x) disclose this to users via an appropriate notice and/or in its privacy policy (as applicable); and (y) represent and warrant that its use of 3rd Party Targeting shall, at all times, be compliant with Data Protection Laws and satisfy the requirements for an appropriate legal basis for processing. Customer shall not, at any time, use 3rd Party Targeting: (i) for discriminatory purposes; (ii) to target minors under the age of sixteen (16); (iii) based on Special Categories of Personal Data; (iv) based on Personal Data relating to alleged or confirmed criminal convictions or offenses; and/or (v) otherwise in violation of any applicable law in any country where the campaign is performed.

7. Confidentiality

7.1 Each party agrees that with respect to any Confidential Information (as defined below) that is disclosed by one party to the other in connection with the Agreement, the party receiving such Confidential Information shall not disclose such Confidential Information to any third party, or use it for any purpose, except in connection with its rights and obligations under the Agreement. "**Confidential Information**" means all information concerning a party or any of its subsidiaries or affiliates that is not generally known to the public, which information is marked confidential or proprietary, or which under the circumstances ought reasonably to be treated as confidential or proprietary, and includes, without limitation, the terms of the Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) was lawfully in the possession of the receiving party as of the time of disclosure; (iii) is independently developed by the receiving party without reference to the Confidential Information; or (iv) is subsequently obtained from a third party not subject to an obligation of confidentiality with respect to the information disclosed.

7.2 Confidential Information shall be kept in the strictest confidence and shall be protected by all reasonable and necessary security measures. Confidential Information shall not be released by the receiving party to anyone except an employee or agent, who has a need to know the same, and who is bound by confidentiality obligations at least as restrictive as these contained herein. Neither party will use any portion of Confidential Information provided by the other party pursuant to the Agreement for any purpose other than as expressly set forth under the Agreement. Notwithstanding the foregoing, either party may disclose Confidential Information strictly necessary to comply with the demands of any court order, law, or governmental agency and Company may share Confidential Information of Customer with any holding company of Customer or with any subsidiary company of Customer's holding company.

7.3 If Customer is acting on behalf of a Content provider, Customer authorizes Company to grant such Content provider (or any subsequent third party appointed by the Content provider) access to and a right to use the Campaign Details.

8. Representations and Warranties

8.1 Each party represents and warrants to the other party that: (i) it has all necessary rights and authority to enter into the Agreement and grant the rights and licenses under the Agreement; (ii) it shall comply with Applicable Laws; and (iii) the execution or acceptance of the Agreement (which includes the Campaign Details), and the performance of its respective obligations and duties pursuant to the Agreement, do not and will not violate any agreement to which such party is bound. "**Applicable Laws**" means any applicable federal, national, state, or foreign laws or regulations or any industry self-regulatory rules or guidelines (including the Interactive Advertising Bureau Guidelines, Standards & Best Practices, the NAI Code of Conduct, and the DAA Self-Regulatory Principles for Online Behavioral Advertising. Any Applicable Laws related to the privacy of personal data are referred to as "**Data Protection Laws.**"

8.2 Customer represents and warrants that: (i) the Content (which for the avoidance of doubt, includes the headline, images, videos, and landing pages) does not violate any Applicable Laws and will not contain any material which may be harmful, abusive, obscene, threatening or defamatory; (ii) it has all necessary rights, licenses, and clearances to grant the rights granted herein, including for Company to use, host, cache, route, store, copy, modify, distribute, reformat, reproduce, publish, display, transmit and distribute the Content; (iii) the Content will not infringe any intellectual property rights of any third party; (iv) it will not provide Content that is targeted to children under the age of sixteen (16); (v) Content complies with Company's [Advertising Guidelines](#), as may be updated from time to time by Company; (vi) Content shall not (a) redirect to a destination other than as originally submitted to the Service, and/or (b) be substantively different from the Content originally submitted to the Service; (vii) it will not use the Service in a manner that provides an unintended advantage or interferes with the integrity and/or overall performance of the Service; (viii) if using the Dashboard, Customer

will adhere to any rules of such use as solely determined by Company (e.g., not using source bidding to whitelist any particular Network source); (ix) 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 the agreement nor will it not take any action that could result in economic sanctions or other trade control restrictions or penalties being imposed on Company; and (x) all business and payment information provided to Company is true, correct, and accurate.

8.3 If Customer is an agency (or other third party acting on behalf of the provider of the Content), Customer represents and warrants that: (i) it is the authorized agent of the provider of the Content; (ii) it has the legal authority to enter into the Agreement and make all decisions and take all actions relating to the provider of the Content; and (iii) it has entered into a written agreement granting the agent the authority to represent the provider of the Content in accordance with (i) and (ii) above (and shall submit such agreement to Company on demand). Customer further agrees that it is not acting on behalf of a French company or a foreign company whose advertising content mainly targets French territory exclusively through the Dashboard. If Customer is acting on behalf of a French content provider whose advertising mainly targets the French territory, please contact info@teads.com for more information on how to purchase Company's Services.

8.4 EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE AGREEMENT, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED – INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE – ABOUT ITS SERVICES AND THE PERFORMANCE OR SUCCESS OF ANY CAMPAIGNS MADE BY IT ON BEHALF OF CUSTOMER, OR THAT THE SERVICE WILL OPERATE UNINTERRUPTED, SECURE OR ERROR FREE.

9. Data Protection

The provisions of the [Data Sharing Agreement](#) shall be incorporated into, and form part of, this Agreement.

10. Indemnification

10.1 Each party shall defend, indemnify, and hold harmless the other party and its respective agents, affiliates, subsidiaries, directors, officers, employees, contractors, and Network partners (as applicable) against any and all third-party claims resulting from the breach of such party's representations and warranties under this Agreement.

10.2 In connection with any such claim: (i) the indemnified party shall provide prompt written notice to the indemnifying party of any such claim (provided that the failure to provide such prompt notice shall not relieve the indemnifying party of its indemnification obligations in the Agreement, except to the extent it has been damaged thereby); (ii) the indemnifying party shall have sole control of the defense or settlement of the claim (provided that the indemnifying party may not enter into any settlement that may adversely affect the rights or obligations of the indemnified party without the indemnified party's prior written consent); (iii) at the indemnifying party's request and expense, the indemnified party cooperating in the investigation and defense of such claim; and (iv) the indemnified party shall have the right to participate in its defense with counsel of its own choosing at the indemnified party's expense.

11. Limitation of Liability

EXCEPT WITH RESPECT TO CLAIMS ARISING FROM A PARTY'S INDEMNITY OBLIGATIONS, WILLFUL MISCONDUCT, A BREACH OF THE CONFIDENTIALITY AND/OR NON-PAYMENT OF FEES OWED IN THE AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, VENDORS, NETWORK PARTNERS OR AGENTS FOR ANY ACTION REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT OR CONTRACT, ARISING UNDER OR RELATED IN ANY WAY TO THE AGREEMENT OR ITS IMPLEMENTATION SHALL BE LIMITED TO THE GREATER OF: (I) THE AMOUNT OF FEES PAYABLE BY CUSTOMER UNDER THE AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM; AND (II) \$50,000. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST REVENUES OR LOST PROFITS, ARISING OUT OF OR RELATED IN ANY WAY TO THE AGREEMENT OR ITS IMPLEMENTATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Miscellaneous

12.1 Neither Party may assign the Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of

the other; provided, however that either party may assign its rights or delegate its duties under the Agreement, in whole or in part, without the other's consent, in connection with a merger, reorganization or sale of all, or substantially all, of the assignor's assets, provided that the successor entity shall have sufficient resources to fully perform the Agreement and shall assume the obligation to fully perform the Agreement.

12.2 The Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and wholly to be performed therein, without regard to that body of law relating to conflict of laws. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America, in each case located in the County of New York, for any claim arising out of or relating to the Agreement (and agrees not to commence any claim relating thereto except in such courts). The prevailing party in any action arising out of or to enforce the Agreement shall be entitled to recover its reasonable attorney's fees and costs. Notwithstanding the foregoing, in the event of Customer's default of its obligations in Section 5 above, Company shall have the right, if it so chooses, to commence an action against Customer for such default in the appropriate court in the venue and jurisdiction in which Customer resides or maintains assets.

12.3 No press releases or general public announcements shall be made without the mutual written consent of Customer and Company. Company shall have the right to include Customer's name, including, but not limited to, in Company's client list and in other marketing materials. Customer shall not use Company's name, logo, or trademark without Company's prior written consent.

12.4 All notices under the Agreement will be in writing via email to the address of the receiving party set forth on the Insertion Order or Dashboard, or at such different address as may be designated by such party by written notice to the other party from time to time. Notice will be effective on receipt.

12.5 No failure of either party to enforce any of its rights under the Agreement will act as a waiver of such rights. If one (1) or more provisions of the Agreement are held to be unenforceable under Applicable Laws, then such provision(s) shall be excluded from the Agreement, and the balance of the Agreement shall be enforceable in accordance with its terms.

12.6 Neither party shall be liable for any delay or failure to perform any of its obligations set forth in the Agreement due to causes beyond its reasonable control. Neither party shall be liable for any unavailability or inoperability of the Internet, technical malfunction, or computer error or corruption resulting in loss of data or other harm. Notwithstanding the foregoing, Customer shall not be relieved from any of its obligations as to Fees due hereunder.

12.7 Sections **7, 8, 9, 10, 11**, and **12**, together with any outstanding undisputed payment obligation, shall survive the termination of the Agreement.

12.8 Customer and Company shall each act as independent contractors. Nothing in the Agreement shall be deemed or construed as creating a joint venture or partnership between the parties.

12.9 The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified without the prior written consent of both parties. In no event shall any inconsistent or conflicting terms and conditions contained in any purchase order, insertion order, invoice, or other document submitted by Customer concerning the subject matter hereof have any force or effect even if accepted or signed by Company.