

**Effective Date: October 5, 2026**

## **Teads Amplify Terms and Conditions**

These Teads Terms and Conditions ("**Terms**") are entered into by the Teads entity ("**Company**") 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. In the event of any inconsistency between (i) the terms of a signed Insertion Order or those entered through the Dashboard (either "**Campaign Details**"), (ii) the Data Sharing Agreement, and (iii) these Terms, these Terms shall prevail, unless expressly agreed otherwise in a written agreement signed by both parties. For the avoidance of doubt, an IO becomes effective upon execution; however, accessing the Services, submitting, or launching any campaign constitutes full and binding acceptance of this Agreement and this Agreement prevails over any conflicting, additional, or prior terms, except where a fully executed agreement explicitly deviates from specific provisions of this Agreement by express reference to them.

### **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**"). Company grants the Customer a non-exclusive, non-transferable, revocable right to access and use the Service during the Term, solely to manage campaigns under this Agreement. The licence is limited to the Customer and its Authorized Users do not permit sublicensing, resale, or reverse engineering, and is conditional on compliance with this Agreement.

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 or (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); 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 measures all campaigns through its proprietary technology, which is the sole basis for billing, invoicing, and reporting. 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 authorises Company to place the Content on the Network. Customer is authorised 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 Customer is solely responsible for all text, images, videos and/or data provided by Customer in connection with the Services ("**Inputs**") and all Content, whether Content that has been created or significantly modified using AI ("**AI-Generated Content**") or any other company-provided tools. Where Customer authorizes Company to use AI and/or tools to modify Content for delivery across the Network, Customer has a continuing obligation to review, approve, and, where necessary, request removal of such Content and remains solely responsible for it. Customer warrants that: (i) it has all rights, licences and permissions required to provide any Inputs; (ii) it has evaluated all AI-Generated Content, utilising human review as appropriate, to ensure it is legal, accurate, appropriate for its intended use, and compliant with [Company Advertiser Guidelines](#); and (iii) all Content complies with applicable laws and regulations, including any labelling and disclosure obligations in respect of AI-generated or AI-modified content. As between Company and Customer, Customer shall own all rights, title, and interest in the Content, including content that has been modified by Company tools and/or AI-Generated Content. Customer shall indemnify Company against any claims, fines, or costs arising from any breach of this Section 2.3.

2.4 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.

2.5 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.

2.6 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**

3.1 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**

4.1 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 to communicate with Customer about its use of the Service. For further information, please see our [Business Partner Privacy Policy](#).

4.2 Customer is solely responsible for all changes requested and/or made on Customer's behalf pursuant to the Services (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. The Customer shall designate users authorized to access the Dashboard ("**Authorized Users**") and shall set their permission levels. Customer is solely responsible for all activity conducted via the Dashboard, including campaigns launched and budgets committed by Authorized Users, which bind Customer in full. Customer shall keep credentials confidential, restrict them to Authorized Users, revoke access promptly when authorization ends, and notify Company without delay of any suspected compromise. Company may rely on any activity within the Dashboard by an Authorized User as duly authorized and is not liable for unauthorized credential use. If no Campaign occurs for 6 consecutive months, Company may suspend and/or terminate the Company's Dashboard access.

4.3 Certain campaigns may be delivered, in whole or in part, on third-party platforms or inventory sources over which Company has no operational control of delivery, targeting, or measurement (including generative-AI platforms or video platforms such as YouTube) ("**Third-Party Platform Inventory**"). Where a campaign is served on Third-Party Platform Inventory, delivery, formatting, placement, and optimization are controlled by that platform and subject to its own policies and availability. Company shall bill the amounts the third-party platform invoices, plus any agreed fee, and that platform's figures are conclusive for charges. Company does not guarantee any spend allocation, delivery volume, performance or result on that inventory, and is not liable for the third-party platform's acts, omissions, measurement, or non-delivery.

## 5. Fees and Payment Terms

5.1 Campaigns may be priced on any buying model specified in the Campaign Details or IO. Platform fees are integrated into media billing rates or charged as a percentage of delivered gross media budget, as set out in the Agreement or IO. Customer is solely responsible for third-party service fees (including trackers, verification, and measurement tools); Company will not cover, credit, or reimburse such costs. Ads displayed on the Network are paid for via one of the following payment methods (each, an "**Action**"): (i) cost-per-click ("**CPC**"): one user-initiated click on the Content resulting in a redirect to the destination URL, after filtration of invalid and accidental clicks. If applicable, CPC may not be less than Company's minimum CPC. Where Customer utilizes automatic bidding, Customer grants Company the right to set and modify CPC within configured parameters; (ii) cost-per-thousand impressions ("**CPM**"): one thousand impressions served, measured in accordance applicable industry guidelines, after filtration of invalid traffic; (iii) cost-per-completed view ("**CPCv**"): one completed video view, where at least fifty percent (50%) of the video Content is in the viewable area continuously from start to end; (iv) cost-per-thousand Viewable Impressions ("**vCPM**"): one thousand viewable impressions, defined as at least fifty percent (50%) of the ad's pixels in the viewable area continuously for at least one (1) second for display/native, or two (2) seconds for video, in accordance with applicable industry viewability standards. Where viewability cannot be measured due to technical limitations (including Connected TV and certain in-app inventory), billing operates on a served CPM basis; (v) cost-per-acquisition / action ("**CPA**"): one specified post-click or post-view conversion event (such as a form completion, application download, or purchase) tracked via Company Pixel or approved third-party tracker; and/or (vi) any other custom pricing model agreed between the parties from time to time. Company's measurement of Actions is the sole basis for billing, subject to Section 1.4. 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/or 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 (including MRC accredited reporting in respect of invalid traffic) 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 two percent (2%) per annum above the prevailing base rate of Barclays Bank PLC 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 authorises 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. For example, Customers who choose to utilize LiveRamp services (via the Company's Dashboard or otherwise) for the purposes of their Company campaign(s) are subject to .

6.2 Subject to Customer's compliance with Section 8 below, Customer may place on Customer's website, application pages or landing pages: (i) Company pixel(s) (the "**Company Pixel**") on Customer's website or application pages and/or (ii) third party pixels or tags (the "**Third Party Pixels**") for the purpose of providing analytics related to Customer's campaign, enhanced targeting functionality and/or creating segments (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; and (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 eighteen (18); (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 authorises 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 licences 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 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 eighteen (18); (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 it will 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, intermediary, or other representative 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; (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); (iv) it is solely responsible for the onward sharing of invoices, data and reporting to its advertisers; and (v) it is solely and primarily liable for all payments to Company, whether or not it has collected payment from its advertisers. 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](mailto:info@teads.com) for more information on how to purchase Company Services.

8.4 No conditions, warranties, or other terms apply to any Company services supplied by Company under this Agreement unless expressly set out in this Agreement. No implied conditions, warranties or other terms apply (including without limitation any implied terms as to satisfactory quality, fitness for purpose or conformance with description or any warranties arising from a course of dealing, usage or trade practice or regarding the performance or success of any campaigns made by it on behalf of Customer or that the Services will operate uninterrupted, secure or error free).

## **9. Data Protection**

9.1 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**

11.1 Nothing in the Agreement excludes or limits either party's liability: (i) for death or personal injury resulting from the negligence of either party or their servants, agents or employees; (ii) for fraud or fraudulent misrepresentation; (iii) for anything which cannot be excluded or limited by law.

11.2 Except with respect to claims arising from the indemnity obligations or a breach of clause 7 (confidentiality) and/or non-payment of fees owed, the maximum aggregate liability of either party and its' directors, officers, employees, Network partners, vendors or agents arising from any given event or series of connected events arising under or related in any way to this Agreement or its implementation shall be limited to the greater of: (i) \$50,000; and (ii) 100% of the amount of fees paid or payable by Customer under Agreement in the 12 months immediately preceding the month in which the event (or first in a series of connected events) occurred.

11.3 In no event shall either party be liable for: (i) loss of revenues; (ii) loss of profits; (iii) loss of contracts; (iv) loss of business or anticipated savings; (v) loss of data; (vi) loss of goodwill or reputation; or (vii) for any consequential, special or indirect losses whether or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by that party arising out of or in connection with the provisions of, or any matter under, this Agreement.

## **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, reorganisation 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 Governing Law & Jurisdiction.

(a) If the Teads entity entering into the Agreement or IO is: Outbrain UK Limited, Teads France SAS, Teads Deutschland GmbH, Teads Limited, Teads Italia srl, Teads NL B.V., Teads Poland sp. z.o.o., Teads Spain SL, Teads Studio SRL, or Teads Schweiz GmbH, then this Agreement is governed by, and construed in accordance with, the laws of England and Wales, and the Parties submit to the exclusive jurisdiction of the courts of London, England for all disputes arising out of or in connection with this Agreement.

(b) If the Teads entity entering into the Agreement or IO is: Teads Holding Co., Teads Inc., Teads LATAM LLC, Teads Canada ULC, Teads Mexico SA de CV, Teads Chile Spa, Teads Colombia SAS, Teads Perú S.A.C., Teads Argentina SA, Teads Australia Pty Ltd, Teads Australia Pty Ltd (NZ Branch), Teads Hong Kong Limited, Teads Singapore Pte Ltd, Teads Japan K.K., Teads Taiwan Co Ltd., and TEADS SOUTH AFRICA (PTY) LIMITED, then this Agreement is governed by, and construed in accordance with, the laws of New York (USA), and the Parties submit to the exclusive jurisdiction of the courts of New York for all disputes arising out of or in connection with this Agreement.

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 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 2.3, 5, 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 unless accepted or signed by Company.