



Equativ Monetization Platform Terms of Use

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Equativ SAS ("**Equativ**") offers technological services allowing its clients ("**You**" ; "**Your**") to sell its advertising inventory to advertisers, by real time bidding, on its digital properties (the "**Service**"). Equativ as part of the Services provides You with access to the interface provided by Equativ available at <https://manage.smartadserver.com/n/admin/policy> ("**Manage**") that allows You to manage Your advertising inventory.

The purpose of these Terms of Use (hereinafter the "**ToU**") is to define the terms and conditions under which Equativ will provide You access to Manage and the way in which You can access and use Manage.

Equativ reserves the right to modify the terms at any time in order to adapt them to changes in the Service and/or its operation. You will be informed of any substantial modification to these ToU prior to its entry into force by e-mail and/or by any other appropriate means of communication displayed on Manage.

1. Acceptance of the ToU

By creating an account or logging-in into an existing account, You expressly acknowledge and agree that You have read these ToU and accept them without reservation.

2. Service and accessibility

2.1. Purpose of the Service

Manage is a platform that allows You to manage Your advertising inventories made available by Equativ. Through Manage, Equativ provides You with tools and modules to facilitate the sell of Your advertising inventory to buyers.

2.2. Access of the Service

To access the Service, You shall create a user account and accept these ToU.

Equativ will make its best efforts to ensure that the information available on Manage is up to date. Nevertheless, the information available on Manage is meant to be informative and indicative, and Equativ shall not be held liable for its accuracy. Information provided on Manage can be modified and updated unilaterally at Equativ sole discretion without any prior notification. The information provided on Manage may contain technical inaccuracies and typographical

errors. Equativ reserves the right to correct them as soon as these errors are brought to its attention. The usage of the information available on Manage is done under Your sole and only responsibility.

Equativ will implement technical measures to guarantee the security of the Service and its proper functioning. However, unless stated otherwise, Equativ does not provide any warranty over the availability of the Service. No assistance will be provided to You. Equativ shall not be held liable in the event of impossibility of access or use of the Service. Equativ reserves the right to interrupt the Service or any of its parts at any time without any prior notice; this interruption, suspension or modification shall not give rise to any obligation or compensation.

You also undertake not to use the Service inappropriately including but not limited to unauthorized access to the Service, to servers, computers or databases linked to the Service, by launching brute force attacks or by introducing malicious or harmful material, by creating false profiles under penalty of legal proceedings. You undertake not to hinder the proper functioning of the Service in any way whatsoever, in particular by transmitting any element likely to contain a virus or malicious program likely to damage or affect the Service. Equativ reserves the right to remove any access that is the subject of an illicit or fraudulent use or use contrary to these ToU without any notice or compensation of any kind.

The use of the Service requires an internet connection and an internet browser. Any costs and authorizations necessary for the internet connection, access and use of the Service remain Your sole responsibility.

3. User account

You assume full responsibility for the information You provide when creating Your account or when making any changes. Your user account allows You to access the Service. You shall ensure the confidentiality of its access code and will inform Equativ without any delay in the event of any unauthorized access to the Service. You accept that this information will be processed within the framework of this Service and for the purposes of the Service, namely to facilitate searching for inventories, creating and managing deals.

You warrant that the information shared is exact, accurate and up to date and You undertake to update it as soon as necessary. If this information turns out to be false, incomplete or obsolete, Equativ reserves the right to refuse opening the account and/or the registration and/or to interrupt the provision of the Service. You are solely responsible for the consequences of the failure to update Your personal information. You expressly acknowledge and agree that Equativ shall not be held liable in the event of deceitful or false statements concerning Your identity.

4. Confidentiality of information provided on the Service

These ToU and information about the Service are confidential and shall not be used by You for other purposes than those mentioned in the purpose (article 2.1).

The obligations stated in this Article 4 shall survive the expiration or termination of the ToU. The foregoing obligations shall not apply to any information that, as evidenced by You: (i) have fallen into the public domain without any breach or fault on the part of You; (ii) that was already legally in Your possession prior the disclosure by Equativ; (iii) You receive from a third party without a breach of a non disclosure obligation and without restriction on disclosure. You may not in any case extract them from the Service in whole or in part, copy them or disclose them.

5. Intellectual property

The general structure of the Service, including Manage, as well as the texts, graphics, images, sounds and videos composing it exclusively belong to Equativ or its partners. Any sharing and/or reproduction and/or partial or complete exploitation of the content and services offered within the Service by any process whatsoever without the prior written consent of Equativ is strictly prohibited.

You shall in no case store, reproduce, copy, modify, transmit, exploit, publish or adapt using any medium whatsoever or by any means whatsoever any elements of the Service and/or the interface without the prior written consent of Equativ.

Reproduction, imitation or partial or complete affixing of brands and designs belonging to Equativ or its partners is strictly prohibited.

6. Responsibility of Equativ

Equativ shall not under any circumstances be held liable for any damage of any kind whatsoever resulting from the interpretation or use of the information provided on Manage as part of the Service.

7. Personal data

The personal data collected by Equativ is necessary for the execution of the contract to allow You to create and access your user account, Manage and the Service in application of the ToU.

7.1. Direct collection of personal data

The personal data collected by Equativ is the data that you share to Equativ directly, namely your user first name, last name, email address, client network, network currency, preferred language, user creation date, IP address. They are exclusively intended for Equativ for the provision of the Service to send You relevant communications notably marketing communications such as event invitations, newsletters; product and technical communications such as service updates, release notes; or training communications such as webinars, live training sessions. They will not be used for any other purpose unless You agree to it. They are kept for two (2) years from each renewal of Your identifiers.



In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “**GDPR**”), each user shall have the right to access, rectify, and erase its personal data, by writing addressed to: privacy@equativ.com. If You believe, after having contacted Equativ, that your rights regarding the GDPR were not respected, you can address a complaint to the CNIL or to any competent supervisory authority.

7.2. Collection of personal data through third parties

Equativ allows you to sign in to Manage to provide its Services using your third-party service accounts, such as Google single sign-on services (“**SSO Service**”). When you give permission for this to happen, Equativ will receive information about you from your third party account; including but not limited to your first name, last name, email address, profile picture, and IP address.

The information Equativ receives when you log-in to its Services with SSO Service depends on the settings, permissions and policies controlled or applied by that third-party. You can always check such policies and manage your settings directly in these SSO Services to understand and allow what data may be disclosed to Equativ and its Services.

8. Applicable law and jurisdiction

The Service, the validity of the ToU and any of its terms and conditions shall be governed, interpreted and enforced in accordance with French law regardless of the place of use. In the event of any dispute and following a failure of any attempt to find an amicable solution, the French courts will have the sole jurisdiction to hear this dispute.

9. Amendment to the ToU

Equativ reserves the right to modify these ToU at any time and without any prior notice in order to adapt them to changes in the Service and/or its operation.