[version 2.1, June 26<sup>th</sup>, 2020 – RTB House Italy]

## Exhibit B - SNIPPET ADS

- 1. This Exhibit B to the Terms of Service applies to Snippet Ads campaigns provided by RTB House to the Client.
- 2. This Exhibit B constitutes an integral part of the Terms of Service. The words and expressions beginning with capital letters in this Exhibit B shall have the meaning assigned to them in the Terms of Service, unless the context otherwise requires.
- 3. Snippet Ads Service consists of development of Banner Creations and a HTML code (hereinafter the "Tag"), which together allow, in communication with RTB House's advertising technology (hereinafter the "RTB House Technology"), display of Client's Banner Creations on the Inventory.
- 4. The Client hereby declares and warrants RTB House that: (a) it has entered into an agreement with a legal entity which owns or is legally authorized to dispose the Inventory available to the Client for display of Client's Banner Creations pursuant to this Agreement (hereinafter the "Publisher"), (b) pursuant to the agreement with the Publisher, the Client is authorized to have the Tags installed on the Inventory and display Client's Banner Creations developed hereunder, (c) the Inventory shall comply at all times with all applicable laws, regulations, advertising and marketing codes of practice in the jurisdictions where the Client's Banner Creations are displayed in connection with this Agreement, in particular that the Inventory does not display, refer to, link to, or endorse any content which includes: nudity, sex or adult content, tobacco, alcohol, drugs, medications, healthcare products, gambling or similar money-making opportunities, firearms and weapons, misleading content, harassment or hate speech, illegal or legally questionable activity, language or images which are violent, disrespectful, vulgar or offensive, or which infringes intellectual property rights, (d) neither the Client nor the Publisher, directly or indirectly, collects information from users known by the Client or the Publisher to be under the age of 16 (sixteen) or uses any service to select or target Client's Banner Creations based on knowledge or inference that a user is under the age of 16 (sixteen), user's past visits to any Inventory that is directed to children, information deemed sensitive by any applicable law or self-regulatory program or in a manner inconsistent with the Agreement.
- 5. The Client shall ensure that (a) Client's Banner Creations are not included, directly, indirectly or through any third parties, in a browser window generated by any malware, adware, spyware, P2P application, viruses, "Trojan horses", "computer worms", "time bombs" or data erasers, or any other malware which can interfere or disrupt the integrity of RTB House Technology or Tags and (b) RTB House Technology or Tags shall not be commercially exploited or made available (sold, licensed, rented etc.) by the Client or the Publisher for the purposes other than proper performance of Snippet Ads Service.
- 6. The Client shall not, directly or indirectly, generate impressions for or clicks on or related to any Client's Banner Creations, through any automated, fraudulent or other invalid means, including, but not limited to repeated manual clicks, use of robots or other automated query tools and/or computer-generated search requests.
- 7. The Client shall not and shall ensure that the Publisher does not, directly or indirectly, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or

- otherwise attempt to derive source code from RTB House Technology or Tags, or create or attempt to create a substitute or similar service or product through the use of or access to RTB House Technology or Tags or proprietary information or materials related hereto. Notwithstanding the above, the Client is allowed to modify Tags in line with guidance provided by RTB House for ad server tracking purposes.
- 8. RTB House authorizes the Client to use Banner Creations and Tags provided by RTB House to the Client hereunder, solely in order to use Snippet Ads Service as specified in this Agreement and only for the duration of the Agreement. The Client shall ensure that the Publisher shall only use Banner Creations and Tags strictly within the scope specified in this section.
- 9. RTB House shall not be liable to the Client for any damage caused as a result of any act or omission of the Publisher, the Client or any third parties contracted by them.

## DATA PROCESSING PROVISIONS

- 10. For the purpose of conducting Snippet Ads campaigns, RTB House will process Internet users' data which may be deemed personal data (or personally-identifiable information) collected on the Inventory, which include: (i) unique online identifiers (e.g. cookie ID), (ii) IP addresses; (iii) URLs of websites visited by the user, (iv) data related to ad impressions and user's interactions with ads, (v) geolocation data; (vi) timestamps, (vii) technical browser and device information.
- 11. The Client shall ensure that data referred to in section 10 is collected and may be processed for the purposes of conducting digital advertising campaigns in accordance with any applicable laws, which may include in particular the EU General Data Protection Regulation (2016/679), any national legislation implementing the EU Privacy and Electronic Communications Directive (2002/58/EC) or any future national or European legislation replacing this directive, as well as any other national legislation governing the processing of such data applicable to any of the Parties (hereinafter, the "Applicable Laws"). In particular the Client shall:
  - (a) oblige the Publisher in the agreement referred to in section 4 to transparently and in accordance with the Applicable Laws inform the users about the collection of their data on the Inventory and processing thereof by RTB House for the purposes of conducting personalized advertising campaigns, as well as to allow the users to get acquainted with RTB House Privacy Policy, available at: https://www.rtbhouse.com/privacy-center/services-privacy-policy/; and
  - (b) if required by the Applicable Laws, obtain or oblige the Publisher in the agreement with the Publisher referred to in section 4 to obtain a valid consent from each user to collect their data by means of tracking technologies (such as cookies), and to processing of their personal data by RTB House as a data controller for the purposes of conducting personalized advertising campaigns.
- 12. The Client acknowledges that the consent referred to in section 11 (b) may be obtained through a Consent Management Platform (CMP) registered with IAB Europe Transparency & Consent Framework, a technical and legal framework established by IAB Europe, allowing to collect, store and transmit Internet users' consents to processing their personal data.

- 13. In case the Client receives a request regarding user's rights under the Applicable Laws, the Client shall, whenever relevant, direct such user to RTB House in order to enable RTB House to respond directly to such user's request. The Client shall immediately notify RTB House in writing of any request, inspection, audit or investigation by any authority concerning data processed in accordance with this Exhibit.
- 14. Whenever necessary, the Client shall co-operate with RTB House and provide sufficient information to remediate or minimize any effects of and investigate any data breach, breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, data transmitted, stored or otherwise processed (hereinafter, the "Data Breach"). The Client shall identify the cause of the Data Breach and take all necessary further steps in accordance with applicable laws or instructions by RTB House. The Client shall notify RTB House without undue delay, not later than 24 (twenty-four) hours after becoming aware of any Data Breach that may affect RTB House. Unless required by the Applicable Laws, the Client shall not communicate with any third party, including but not limited to the media, vendors, consumers and affected individuals regarding any Data Breach without prior consultation with RTB House.
- 15. The above provisions do not affect any prior arrangements made between the Parties regarding the processing of users' data for services other than Snippet Ads campaigns.