



DATA EXCHANGE TERMS

Revised 12/12/2018

PreciseTarget targeting features enables you to inform our engine about your customers, your products, and other relevant information. This enables our system to compute the tastes of consumers and help target customers who have affinities for the products you sell. When exchanging customer data with PreciseTarget the consumer must first be de-identified using the SHA-256 hashing algorithm prior to submitting your data. Your data may be used to inform our engine, to compute affinities to your products, and to create targeted audiences for consumers who score highly for your products (the "Hashed Data"). Without limiting any agreement between you and PreciseTarget, by passing PreciseTarget the Hashed Data, you agree to the following:

- You represent and warrant that you (or your data provider) have provided appropriate notice to and secured any necessary consent from the data subjects whose data will be hashed to create the Hashed Data, including as needed to be in compliance with all applicable laws, regulations and industry guidelines. If you have not collected the data directly from the data subject, you confirm, without limiting anything in these terms, that you have all necessary rights and permissions to use the data.
- You confirm that the Hashed Data does not relate to data about any data subject who has exercised an option that you have, directly or indirectly, committed to honoring or provided to opt out of having that data used by you or on your behalf for targeted advertising. To the extent a data subject exercises such an opt-out after you have used data relating to that data subject to create a targeted audience, you agree to remove that data subject from the targeted audience.
- The Hashed Data you provide to us will be used in the aggregate to inform our targeting engine about your products and the types of consumers who have the taste for your products. This includes but is not limited to data being shared with third parties to detect fraudulent product purchases. For example, the hashed data may be used by PreciseTarget to target customers or determine if a product matches the taste of a consumer, for retail, advertising, publishing, as well as contribute to the detection of fraudulent transactions.
- Your customer-related data, including but not limited to transaction data, will not be shared in their original form with third parties or other advertisers. PreciseTarget will maintain the confidentiality and security of the Hashed Data that you have provided to us, including by maintaining technical and physical safeguards that are designed to (a) protect the security and integrity of data while it is within PreciseTarget systems and (b) guard against the accidental or unauthorized access, use, alteration or disclosure of data within PreciseTarget systems.
- PreciseTarget will not provide access to or information about the audiences you target, the custom segments you create, or any other information used to compose your data selection criteria to third parties or other advertisers, use your targeted audience to append to the information we have about our users or build interest-based profiles, or use your targeted

audience except to provide services to you, unless we have your permission or are required to do so by law.

- PreciseTarget may modify, suspend or terminate access to, or discontinue the availability of our targeting features at any time. You may discontinue your use of the PreciseTarget system at any time. You may delete your provided data from the PreciseTarget system by written request.
- If you are providing Hashed Data related to customers, or product information, on behalf of a third party, you also represent and warrant that you have the authority as agent to such party to use such data on their behalf and bind such party to these terms.
- You may not use the PreciseTarget system unless you are a qualified advertiser that has been approved by PreciseTarget. If you are providing Hashed Data on behalf of a third party, you may only use that third party's own data to create targeted audiences on its behalf and may not augment or supplement that data with other data. You may not sell or transfer targeted audiences or authorize any third party to sell or transfer targeted audiences.
- When you partner with PreciseTarget, which may include the exchange of data and information, you grant PreciseTarget a worldwide, royalty-free, non-exclusive, perpetual, irrevocable, transferable, sublicensable license to prepare derivative works (such as the PreciseTarget Taste Graph, customer-level taste profiles, customer-level taste segmentations, or marketing collateral), communicate, publish, publicly perform, publicly display, and distribute this content in any manner, mode of delivery or media now known or developed in the future.

PreciseTarget reserves the right to monitor or audit your compliance with these terms and to update these terms from time to time.

We will notify you before we make changes to this policy and give you the opportunity to review the revised policy before you choose to continue using our Products. To receive notifications of data policy changes, please send contact information (including contact name and email address) to notifications@precisetarget.com