

## **Last Updated: Aug 7, 2023**

These Terms of Service (collectively, this “**Agreement**”) describe the terms and conditions on which InMobi Pte Ltd (“InMobi” or “We”) make/s this Consent Management Platform (formerly Quantcast Choice, the “**Solution**”) available to Customer. For the avoidance of doubt, InMobi makes the Solution available to Customer through the Quantcast Corporation (“Quantcast”) website, and Quantcast hereby acts on behalf of InMobi to offer and administer the Solution.

This Agreement is a legally binding contract between you and InMobi for the Solution. If you are using the Solution on behalf of an organization (e.g., your employer or other entity), you are agreeing to this Agreement for that organization and representing and warranting that you have the authority to bind that organization to this Agreement (in which event, “Customer” and “you” will refer to that organization).

InMobi reserves the right to modify this Agreement. We will notify you by making the revised version available on this page, and an updated revision date will indicate that changes have been made. If you do not accept the changes, you must stop using the Solution. Your continued use of the Solution after we publish changes means that you are consenting to the updates. We also reserve the right to modify or discontinue any or all of the Solution at any time, for any or no reason, with or without notice.

### **1. Certain Definitions.**

“**Applicable Privacy Laws**” means the relevant data privacy legislation, such as GDPR or the CCPA.

“**IAB Privacy Frameworks**” means the IAB Europe Transparency and Consent Framework and the IAB CCPA Compliance Framework.

“**CCPA**” means Title 1.81.5 of the California Civil Code, as amended.

“**EU GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“**UK GDPR**” means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force.

“**GDPR**” means, as applicable: (a) the EU GDPR; and/or (b) the UK GDPR.

“**Choice Tag**” means the particular JavaScript code or SDK provided to Customer by Quantcast on behalf of InMobi and embeddable on web pages or apps for implementation of the Solution, together with any fixes, updates, and upgrades provided to Customer.

“**Choice Signal**” means the indication as to whether a website visitor or app user (i.e., end user) has (a) been informed of; (b) provided, withheld, or withdrawn consent to; (c) objected or removed objections to; or (d) otherwise opted in or out of the processing of Personal Information for some or all purposes by some or all third parties in accordance with IAB Privacy Frameworks.

“**Personal Information**” has the same meaning as “personal data” or “personal information” under Applicable Privacy Laws.

### **2. InMobi’s Choice Platform (operated by Quantcast on behalf of InMobi).**

a. **Solution.** On behalf of InMobi, Quantcast will provide Customer with the Choice Tag and Choice Technical Guide in order for Customer to implement the Solution.

The Solution enables operators of digital properties to display a user interface to consumers, including selectively by geographic information inferred from a Consumer’s Internet Protocol address to (i) provide information to consumers about how their Personal Information is processed in accordance with the IAB Europe Transparency and Consent Framework; (ii) allow consumers to consent, refuse or withdraw consent and/or object to the processing of their Personal Information in accordance with the IAB Europe Transparency and Consent Framework; and (iii) allow consumers to opt out of the sale of their Personal Information in accordance with the IAB CCPA Compliance Framework. The Solution further enables operators of digital properties to store users’ privacy preferences and transmit stored privacy preferences in accordance with the IAB Europe Transparency and Consent Framework or IAB CCPA

Compliance Framework, as applicable.

b. **InMobi Obligations and Representations.** InMobi agrees, represents, and warrants to Customer that the Solution is compatible and compliant with the applicable [IAB Privacy Frameworks](#).

c. **Customer's Obligations and Representations.** Customer agrees, represents and warrants to InMobi and Quantcast that Customer: (i) has all rights, approvals, and consents necessary to implement the Solution on webpages, apps, or other digital applications; (ii) will implement the Choice Tag only as described in the InMobi Choice Technical Guide and the terms and conditions of this Agreement and update the Choice Tag when InMobi and/or Quantcast, acting on behalf of InMobi, notifies Customer of any fixes, updates, and upgrades; (iii) will not interfere or attempt to interfere with the operational features of the Solution; (iv) will not delete, or in any manner alter, the copyright, trademark, or other proprietary rights notices appearing on the Solution; and (v) will not modify, reverse engineer, download, host on Customer's own servers, disassemble, decompile, license, or sublicense the Solution to any third parties or otherwise use the Solution, including the InMobi Choice Technical Guide or other corresponding instruction manuals and documentation, to develop or assist in developing a product or service competitive with the Solution.

**3. Indemnity.** Customer agrees to defend, indemnify, and hold InMobi and Quantcast harmless from any judgments, damages, loss, liability, fines, or costs (including reasonable attorneys' fees) resulting from Customer's breach of a term of this Agreement or Customer's use of the Solution if not in compliance with the terms of the Agreement. Neither InMobi nor Quantcast will have any obligation or liability hereunder where the claim results from any combination with, addition to, or modification of the Choice Tag. Where pursuant to Article 82(4) of the GDPR, InMobi and/or Quantcast is found to be liable for the entire damage arising from a breach or breaches of the GDPR relating to activities under this Agreement, in order to ensure effective compensation of one or more individuals, then Customer shall indemnify InMobi and Quantcast for all claims, demands, loss, damages, or expenses (including reasonable attorneys' fees) relating to any breaches of GDPR for which Customer is wholly or partly responsible. All compensation paid to a data subject pursuant to Article 82(4) of the GDPR by InMobi and/or Quantcast which is wholly or partly attributable to GDPR breaches by Customer shall be repaid pursuant to this indemnity and Article 82(5) immediately on receipt of a written request from InMobi and/or Quantcast pursuant to this Section 3.

**4. Warranty Disclaimer.** The Solution provided "as is" without warranty or condition of any kind, either express or implied. Without limiting the foregoing, InMobi and Quantcast explicitly disclaim any warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement. Neither InMobi nor Quantcast assumes any liability on behalf of Customer, any of Customer's third party vendors, or any other entities for acting or not acting on Choice Signals, or if Customer or any of Customer's third party vendors or any other entities bypass or otherwise interfere with the technical restrictions included in the Solution as provided by Quantcast acting on behalf of InMobi. Neither InMobi nor Quantcast makes any warranty that the Solution, including the Choice Tag, will (a) be available on an uninterrupted, secure, or error-free basis, (b) not cause any latency or processing delays, or (c) meets any legal requirements around consent or data protection. Neither InMobi nor Quantcast assumes any liability for Customer's reliance on the Solution. The foregoing exclusions and disclaimers are an essential part of this Agreement and formed a basis for enabling Quantcast (acting on behalf of InMobi) and InMobi to offer the Solution to Customer. Some jurisdictions do not allow exclusion of certain warranties so this disclaimer may not apply to Customer in full.

**5. Termination.** Unless otherwise terminated as set forth herein, this Agreement will remain in full force and effect while Customer uses the Solution. Customer may terminate this Agreement by removing the Choice Tag from Customer's websites or apps, as applicable, or notifying Quantcast and InMobi of Customer's termination of this Agreement at any time in writing. Quantcast or InMobi may terminate access to the Solution or terminate this Agreement at any time, for any reason or no reason and without any liability to Customer. Neither InMobi nor Quantcast will be liable to Customer or any third party for termination of this Agreement. Notwithstanding the above, Sections 3 and 7 to 10 will survive termination. For the avoidance of doubt, to the extent Customer entered into an agreement with Quantcast for the provision of Quantcast Measure concurrently with its agreement with Quantcast for the provision of Quantcast Choice, Customer's termination of this Agreement does not terminate Customer's agreement to the Quantcast Measure Terms, unless Customer explicitly and/or separately also terminates the Quantcast Measure Terms as set forth in the Quantcast Measure Terms.

**6. Modification of the Agreement.** InMobi reserves the right, in its sole discretion, to modify or discontinue the Solution without notice. InMobi may also modify this Agreement from time to time. If the modified Agreement is not acceptable to Customer, Customer may

terminate Customer's account by following the procedure in Section 5.

**7. Limitation on Liability.** IN NO EVENT WILL INMOBI OR QUANTCAST BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL LOSS, EXEMPLARY DAMAGE, INCIDENTAL LOSS, SPECIAL DAMAGE OR LOSS, LOST PROFIT, OR PUNITIVE DAMAGES ARISING FROM CUSTOMER'S USE OF THE SOLUTION, EVEN IF INMOBI AND/OR QUANTCAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS FORMED A BASIS FOR ENABLING INMOBI AND QUANTCAST, ACTING ON BEHALF OF INMOBI, TO OFFER THE SOLUTION TO CUSTOMER. THIS PARAGRAPH WILL APPLY REGARDLESS OF ANY FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING PARAGRAPH. EXCEPT WITH REGARD TO LIABILITY STEMMING FROM DEATH OR PERSONAL INJURY RESULTING FROM INMOBI'S OR QUANTCAST'S NEGLIGENCE, OR INMOBI'S OR QUANTCAST'S FRAUD, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, INMOBI'S OR QUANTCAST'S LIABILITY TO CUSTOMER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION WILL AT ALL TIMES BE LIMITED TO TWO HUNDRED FIFTY DOLLARS (U.S. \$250.00).

**8. Notices.** All notices or other communications to InMobi or Quantcast, acting on behalf of InMobi, from Customer will be deemed given only when received by hand delivery, electronic mail, or prepaid first class mail, at the address below or any other address provided by InMobi or Quantcast (acting on behalf of InMobi) to Customer for these purposes, with attention to the Legal Department.

Persons in the United States, please contact:

Quantcast Corp. 795 Folsom Street, Floor 5, San Francisco, CA 94107 Attn: Legal Department

With a copy to:

InMobi Pte Ltd.

160 Robinson Road, #20-03  
SBF Business Center, Singapore 068914  
Attn: Legal Department

Persons outside of the United States, please contact:

Quantcast International Limited  
Beaux Lane House Lower Mercer Street, 1st Floor Dublin 2, Ireland  
Attn: Legal Department

With a copy to:

InMobi Pte Ltd.

160 Robinson Road, #20-03  
SBF Business Center, Singapore 068914  
Attn: Legal Department

## **9. COMPLIANCE WITH LAWS**

Each Party will comply with all laws and regulations applicable to such party's performance of this Agreement.

Without limiting the generality of the foregoing, each party will comply fully with all applicable export control and sanctions laws and regulations of any country having competent jurisdiction (collectively, "**Trade Laws**") to ensure that no services, payments, or other deliverables provided under this Agreement are: (i) provided to, purchased by, routed through, or used for the direct benefit of any party subject to the restriction of a sanctions or export denial list; (ii) provided to, purchased by, routed through, or used for the direct benefit of any region subject to comprehensive sanctions (presently including Crimea, Cuba, Iran, Syria or North Korea); or (iii) used for any purpose prohibited under applicable export control and sanctions laws and regulations, including, but not limited to, nuclear, chemical, or biological weapons proliferation.

Customer affirms its policy and corporate practice to comply and require parties with whom it contracts to comply with all applicable anti-bribery laws that apply to it and its operations, including without limitation, the Indian Prevention of Corruption Act, 1988, U.K.

Bribery Act 2010 and U.S. Foreign Corrupt Practices Act (collectively, "**Anti-Bribery Laws**"). In connection with its performance under this Agreement, Customer confirms that: (i) it is aware of and has appropriate procedures to comply with the Anti-Bribery Laws and will advise all persons and parties under its control or acting as its agent of the requirements of the Anti-Bribery Laws; (ii) it will not be or cause any party to be in violation of the Anti-Bribery Laws; and (iii) should Customer learn of, or have reasons to know of, any request for payment that is inconsistent with the Anti-Bribery Laws, it shall immediately notify InMobi and Quantcast.

In case the Customer is found to have violated any Trade Laws or Anti-bribery Laws in connection with its performance under this Agreement, InMobi shall have the right to terminate this Agreement with immediate effect and no further liability, upon written notice to Customer, without prejudice to any other rights or remedies available to it under contract or in law. The Customer shall indemnify InMobi against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against InMobi as a result of any breach of this Section.

**10. Miscellaneous.** This Agreement constitutes the entire Agreement between the parties with respect to the Solution and supersedes all previous and contemporaneous agreements, proposals, and communications, written or oral, between InMobi, Quantcast and Customer with respect thereto. Any waiver by any of the parties hereto of any violation of this Agreement will not be deemed to waive any further or future violation of the same or any other provision. If any parts or provisions of this Agreement are held to be unenforceable, then Customer and InMobi agree that such parts or provisions will be given maximum permissible force and effect and the remainder of the Agreement will be fully enforceable. Customer and InMobi agree that there are no a third party beneficiaries of any and all promises, obligations, or representations made by Customer or InMobi. Customer may not assign this Agreement without InMobi's prior written consent, except in connection with a sale of all (or substantially all) of its assets relating to this Agreement, a merger, or a reorganization. InMobi may assign all or part of this Agreement freely, including in connection with a sale of some or all of its assets relating to the Solution, this Agreement, or a merger or reorganization. Nothing in this Agreement will constitute a partnership or joint venture between any of Customer, InMobi and/or Quantcast. This Agreement is drafted in the English language. Any translation into another language is provided for convenience only. In the event of any inconsistency between the English language version and any translation, the English language version shall prevail.

**10. Contracting Party; Choice of Law and Venue.** This Agreement is between Customer and InMobi Pte Ltd (a Singapore corporation) with Quantcast, acting on behalf of InMobi, and this Agreement and any dispute relating to this Agreement will be governed by the laws of California, without regard to the conflicts of law provisions, and Customer and InMobi consent and agree that jurisdiction, proper venue, and the most convenient forum for all claims, actions, and proceedings of any kind relating to this Agreement will be exclusively in courts located in San Francisco, California.