

This Terms of Use Agreement (this “**Agreement**”) describes the terms and conditions on which Quantcast offers you access to the website located at www.quantcast.com (“**Quantcast Site**”), and to the Internet ratings service provided by Quantcast through the Quantcast Site (“**Services**”). You should read these terms carefully, since they apply to you if you decide to access the Quantcast Site, whether as a registered user (“**Registered User**”) or as a non-registered user just browsing the Quantcast Site (“**Quantcast Visitor**”). These terms are important and we have done our best to make them readable. If you are a Quantcast Measure Client, the terms and conditions of your “[Quantcast Measure and Q for Publishers – Terms of Service Agreement](#),” or “[Quantcast Advertise – Insertion Order Terms and Conditions](#),” or “[Quantcast Choice – Terms of Service Agreement](#),” respectively, still apply and nothing herein limits your obligations, or Quantcast’s rights and remedies, under that agreement.

BY COMPLETING THE REGISTRATION PROCESS OR USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE WITH IT, YOU SHOULD LEAVE THE QUANTCAST SITE AND DISCONTINUE USE OF THE SERVICES IMMEDIATELY. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” WILL REFER TO SUCH ENTITY. QUANTCAST MAY MODIFY THIS AGREEMENT FROM TIME TO TIME. FOR QUANTCAST VISITORS, THIS AGREEMENT APPLIES ONLY TO YOUR CURRENT VISIT AND THE FRUITS THEREOF – PLEASE CHECK THIS AGREEMENT AGAIN ON YOUR NEXT VISIT FOR ANY RECENT MATERIAL CHANGES, WHICH WILL BE HIGHLIGHTED. REGISTERED USERS WILL RECEIVE EMAIL NOTICE OF ANY MATERIAL CHANGES AND CONTINUED USE 30 DAYS AFTER NOTIFICATION WILL CONSTITUTE ACCEPTANCE.

1. Description of Services

We make available to you on the Quantcast Site a wide variety of resources, including, but not limited to, technology applications (“**Technology**”), audience reports of millions of websites and other media properties (“**Reports**”), as well as additional information, content and tools that we hope may be of interest to you. The Reports and such additional information, content and tools will be collectively referred to in this Agreement as “**Quantcast Content**”. Unless explicitly stated otherwise, any new features or functionalities made available on the Quantcast Site are subject to this Agreement.

2. Registration

If you want to access or use certain information, content, or tools on the Quantcast Site you may be required to register for a Quantcast account. In registering, you agree to provide accurate, current, and complete information, and to keep it up to date at all times. Please do not choose as a login name an email address that is indecent or offensive, or otherwise violates this Agreement or any applicable laws or regulations.

You are responsible for safeguarding the password that you use to access the Quantcast Site and you agree not to disclose it to any third party. You hereby take responsibility for all actions taken under your account by you or any third parties. You will notify Quantcast immediately of any unauthorized use of your account.

3. Reports

Quantcast hereby grants you a limited, revocable, non-exclusive, non-sublicensable license to use, copy, and distribute the Reports, subject to the following restrictions: (a) you must insert in a clear and conspicuous way in any document incorporating the Reports the following proprietary notice: “Source: Quantcast. www.quantcast.com”; (b) you must not sell or trade the Reports, or charge any amount to make the Reports available to third parties as part of a service; (c) you must not manipulate or modify the Reports to state or suggest different or additional measurement results from those presented by Quantcast, including, but not limited to, information in the Reports or the way such information is presented, (d) you must not aggregate or combine information related to different Quantcast Profiles (for example, by adding together the reach from two different sites instead of presenting the cross-site unduplicated reach measurement provided by Quantcast); (e) you must not quantitatively aggregate or combine information in the Reports with information derived from other sources (but offering a comparison of the information in the Reports with information derived from other sources is permissible); (f) you must not misrepresent your site traffic or usage in connection with the Services; (g) you must not use the information in the Reports in any way that competes with Quantcast, and (h) if you provide the information in the Reports

directly to any third party (rather than by having them access the information through the Quantcast Site), you will ensure that each such third party agrees to be bound by and does then in fact comply with the foregoing restrictions. You will not (i) use the Services to track or collect personally identifiable information of Internet users, or (ii) provide personally identifiable information of Internet users to Quantcast.

Except as expressly provided under this Section, you will not use, copy, or distribute the Reports, any information in the Reports, or any content on the Quantcast Site.

4. What you must NOT do

You agree to use the Quantcast Site and the Services only in accordance with the terms and conditions of this Agreement, as well as any and all applicable laws and regulations. While using the Services you will not (i) engage in any illegal acts or acts which are offensive to others, or (ii) violate any personal or property rights of any third party, including, but not limited to, intellectual property rights. Furthermore, you will not:

- (a) Copy, modify, adapt, translate, or otherwise create derivative works of the Services or the Technology, or (except as explicitly permitted herein) the Quantcast Content;
- (b) Reverse engineer, de-compile, disassemble, or otherwise attempt to discover any measurement systems used by Quantcast;
- (c) Rent, lease, sell, assign, or otherwise transfer rights in or to the Services or the Technology;
- (d) Post, transmit, or introduce any device, software, or routine that interferes or attempts to interfere with the operation of the Services or the Technology.
- (e) Circumvent, disable, or otherwise interfere with security-related features of Services or the Technology, or features that prevent or restrict use or copying of any Quantcast Content;
- (f) Upload, stream, email, or otherwise transmit (i) any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid" or similar schemes, or any other form of solicitation or (ii) any viruses or other computer code that could interrupt, destroy, or limit the functionality of the Services or the Technology, infect or damage another user's computer, or interfere with the access of any other user to the Services or the Technology;
- (g) Delete, or in any manner alter, the copyright, trademark, or other proprietary rights notices appearing on the Quantcast Site and any Quantcast Content;
- (h) Represent that Quantcast endorses or supports your site or content;
- (i) Obtain any information or materials relating to the Services or the Quantcast Site or through any means not intentionally made available by Quantcast to you, or attempt to gain unauthorized access to the Services or the Quantcast Site, or any technology, computer systems, or networks associated with the Services or the Quantcast Site, or attempt to index, search, or crawl the Services or the Quantcast Site with any automated process or other similar mechanism.

Quantcast may terminate or suspend your Quantcast account and your access at any time without notice including without limitation in response to a suspected violation of any of the foregoing prohibitions.

5. Quantcast Property Rights

The Quantcast Site, the Services, the Technology and the Quantcast Content are protected by copyright, trademark, and other laws of the United States and foreign countries. All right, title, and interest, including, but not limited to, intellectual property rights, in and to the Quantcast Site, the Services, the Technology and the Quantcast Content, are and will remain the exclusive property of Quantcast and its licensors. Except as expressly permitted in this Agreement, you will not reproduce, modify, or prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Quantcast Site, the Services, the Technology or the Quantcast Content.

6. User Generated Content and Linked Websites

Quantcast encourages contributions to the Quantcast Site. You may submit service descriptions, comments, postings, advice, and

recommendations through the features available on the Quantcast Site (collectively “**User Generated Content**”). You are solely responsible for any User Generated Content produced or provided by you, and you hereby agree not to provide any information that you know or reasonably should know to be false or materially misleading, libelous, defamatory, obscene, or that invades another person’s privacy, infringes the intellectual property rights of another, or violates any applicable laws or regulations. By providing User Generated Content to Quantcast, you grant Quantcast a perpetual, non-exclusive, royalty free license to use such content in association with the provision of its Services and the Quantcast Site. Quantcast reserves the right, in its sole discretion, to reject, refuse to publish or remove any User Generated Content. Quantcast is not responsible for and does not endorse statements, comments, or other information contained in User Generated Content provided by other users, and any reliance by you on such information will be at your sole risk. User Generated Content provided by you or other users may contain links to other websites. Quantcast does not monitor or verify in any way the content of any websites linked to from the Quantcast Site and is not responsible for the accuracy of such content or for any of the opinions expressed thereon. Inclusion of any linked website on the Quantcast Site does not imply approval or endorsement of the linked website by Quantcast. When you access these third-party sites, you do so at your own risk.

7. Indemnity

You agree to defend (if Quantcast so requests), indemnify, and hold Quantcast, its subsidiaries, and affiliates, and their respective directors, officers, shareholders, and employees, harmless from any expenses, costs, judgments, damages, loss, liability, claim, or demand (including but not limited to any reasonable attorneys’ fees) made by any third party arising out of any breach by you (or a user of your account) of any terms or conditions of this Agreement.

8. Warranty Disclaimer THE SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, QUANTCAST EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. QUANTCAST MAKES NO WARRANTY THAT THE SERVICES, THE QUANTCAST SITE, OR THE QUANTCAST CONTENT WILL (1) MEET YOUR REQUIREMENTS, (2) BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, OR (3) NOT CAUSE ANY LATENCY OR PROCESSING DELAYS. QUANTCAST IS UNDER NO OBLIGATION TO KEEP THE SITE UP AND RUNNING FOR ANY PERIOD OF TIME. QUANTCAST MAKES NO WARRANTY REGARDING THE QUALITY OF THE SERVICES, THE QUANTCAST SITE, OR THE QUANTCAST CONTENT, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE QUANTCAST SITE, OR THE QUANTCAST CONTENT. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM QUANTCAST OR THROUGH THE SERVICES, THE QUANTCAST SITE, OR THE QUANTCAST CONTENT WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. UNDER NO CIRCUMSTANCES WILL QUANTCAST BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH, OR LATENCY OR PROCESSING DELAY RESULTING FROM THE USE OF THE SERVICES, THE QUANTCAST SITE, OR THE QUANTCAST CONTENT OR FROM THE CONDUCT OF YOU OR ANY USER OF THE SERVICES, WHETHER OFFLINE OR ONLINE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED A BASIS FOR ENABLING QUANTCAST TO OFFER THE SERVICES TO YOU WITHOUT CHARGE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF CERTAIN WARRANTIES SO THIS DISCLAIMER MAY NOT APPLY TO YOU IN FULL.

9. Suspension and Termination

Unless otherwise terminated as set forth herein, this Agreement will remain in full force and effect while you use the Services. You may terminate this Agreement at any time by [contacting us](#) with your complete account information and explicit request to terminate, which emails are handled at Quantcast’s convenience. Quantcast may terminate or suspend your access to the Services or terminate this Agreement at any time, for any reason or no reason, with or without notice, and without any liability to you. Upon termination, all licenses and other rights granted to you under this Agreement will immediately cease. Quantcast will not be liable to you or any third party for termination of this Agreement or any termination or suspension of your use of the Services. Upon any termination or suspension, any information that you have submitted to the Quantcast Site may no longer be accessed by you. Notwithstanding the above, Sections 5, 6, 7, 8, 12 and 13 will survive termination of this Agreement.

10. Modification of the Quantcast Site and Services

Quantcast reserves the right, in its sole discretion, to modify or discontinue the Quantcast Site and Services without notice.

11. Export Laws

The Technology is further subject to United States export controls. No Technology may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. By downloading or using the Technology, you represent and warrant that such download or use is not in violation of any such law.

12. Limitation of Liability IN NO EVENT WILL QUANTCAST BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF QUANTCAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS FORMED A BASIS FOR ENABLING QUANTCAST TO OFFER THE SERVICES TO YOU WITHOUT CHARGE. THIS PARAGRAPH WILL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING PARAGRAPH. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, QUANTCAST'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

13. Miscellaneous

This Agreement constitutes the entire Agreement between the parties with respect to the use of the Services and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral between Quantcast and you (except for any Quantcast Measure – Terms of Service Agreement to which you may be a party). Any waiver by Quantcast of any violation of any provision of this Agreement will not be deemed to waive any further or future violation of the same or any other provision. If any part or provision of this Agreement is held to be unenforceable for any purpose, including but not limited to public policy grounds, then you and Quantcast agree that the remainder of the Agreement will be fully enforceable as if the unenforceable part or provision never existed. You and Quantcast agree that there are no third party beneficiaries of any promises, obligations or representations made by Quantcast. You may not assign any rights granted to you or delegate any of your duties hereunder and any attempt to do so is void and of no effect. Quantcast may assign its rights and delegate its duties under this Agreement in their entirety in connection with a merger, reorganization, or sale of all, or substantially all, of its assets relating to this Agreement. Nothing in this Agreement will constitute a partnership or joint venture between you and Quantcast. **THIS AGREEMENT AND ANY DISPUTE RELATING TO THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO U.S. OR CALIFORNIA CHOICE OF LAW RULES. YOU AND QUANTCAST AGREE AND CONSENT THAT JURISDICTION, PROPER VENUE, AND THE MOST CONVENIENT FORUMS FOR ALL CLAIMS, ACTIONS, AND PROCEEDINGS OF ANY KIND RELATING TO QUANTCAST OR THE MATTERS IN THIS AGREEMENT WILL BE EXCLUSIVELY IN COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA.**

14. Notice

All notices or other communications to Quantcast from you will be deemed given when received by prepaid first class mail or courier, hand delivery, facsimile, electronic mail, at the address below:

Quantcast Corp.
795 Folsom Street
San Francisco, CA 94107
Attn: Legal Department
Email: contact@quantcast.com