

# Google Ireland Limited Advertising Programme Terms

These Google Ireland Limited Advertising Programme Terms (“**Terms**”) are entered into by Google and the entity executing these Terms or that accepts these Terms electronically (“**Customer**”). “**Google**” means either (i) Google Commerce Limited, a company incorporated under the laws of Ireland, with offices at Gordon House, Barrow Street, Dublin 4, Ireland, if Customer has chosen “eligible non-business use” as the purpose of use for its account or (ii) Google Ireland Limited, with offices at Gordon House, Barrow Street, Dublin 4, Ireland. These Terms govern Customer’s participation in Google’s advertising programmes and services (i) that are accessible through the account(s) given to Customer in connection with these Terms or (ii) that incorporate by reference these Terms (collectively, “**Programmes**”). **Please read these Terms carefully.** In consideration of the foregoing, the parties agree as follows:

**1 Programmes.** Customer authorises Google and any entity that directly or indirectly controls, is controlled by, or is under common control with, Google from time to time (“**Affiliates**”) to place Customer’s advertising materials, feed data and technology (collectively, “**Ads**” or “**Creative**”) on any content or property (each a “**Property**”) provided by Google or its Affiliates on behalf of Google or, as applicable, a third party (“**Partner**”). Customer is solely responsible for all: (i) Ads, (ii) Ad trafficking or targeting decisions (e.g., keywords) (“**Targets**”), (iii) destinations to which Ads direct viewers (e.g., landing pages, mobile applications) along with the related URLs, waypoints and redirects (“**Destinations**”), and (iv) services and products advertised on Destinations (collectively, “**Services**”). The Programme is an advertising platform on which Customer authorises Google and its Affiliates to use automated tools to format Ads. In these Terms an “**Advertiser**” is an entity whose Ads (whether created by itself or by a third party on its behalf) are placed by Customer through a Programme. If Customer is using a Programme on its own behalf to advertise and not on behalf of an Advertiser, for that use Customer will be deemed to be both Customer and Advertiser. Google and its Affiliates may also make available to Customer certain optional Programme features to assist Customer with the selection or generation of Targets, Ads or Destinations. Customer is not required to authorise use of these optional features and, as applicable, may opt-in to or opt-out of usage of these features. However, if Customer uses these features then Customer will be solely responsible for the Targets, Ads and Destinations. Google or Partners may reject or remove a specific Ad, Target or Destination at any time for any or no reason. Google and its Affiliates may modify or cancel Programmes at any time. Customer acknowledges that Google or its Affiliates may participate in Programme auctions in support of its own services and products. Some Programme features are identified as “**Beta**” or as otherwise unsupported or confidential (collectively, “**Beta Features**”). Customer may not disclose any information from Beta Features or the terms or existence of any non-public Beta Features.

**2 Policies.** Customer is solely responsible for its use of the Programmes (e.g., access to and use of Programme accounts and safeguarding usernames and passwords) (“**Use**”). Programme Use is subject to applicable Google policies available at [google.com/ads/policies](https://google.com/ads/policies), and all other policies made available by Google to Customer, including Partner policies, and to the extent applicable, the Google EU User Consent Policy at [privacy.google.com/businesses/userconsentpolicy](https://privacy.google.com/businesses/userconsentpolicy) (in each case, as modified from time to time, “**Policies**”). Customer also authorises Google to modify Ads as described in Policies. In connection with the Programme, Google will comply with the Google Privacy Policy available at [google.com/policies/privacy](https://google.com/policies/privacy) (as modified from time to time). To the extent Programme Use is within scope, Google and Customer agree, as applicable, to the (i) Google Ads Controller-Controller Data Protection Terms at [privacy.google.com/businesses/controllerterms](https://privacy.google.com/businesses/controllerterms); or (ii) Google Ads Data Processing Terms at [privacy.google.com/businesses/processorterms](https://privacy.google.com/businesses/processorterms) (collectively the “**EU Data Terms**”). Google will not modify the EU Data Terms, except as expressly permitted under the EU Data Terms. Customer will not, and will not authorise any third party to, (i) generate automated, fraudulent or otherwise invalid impressions, inquiries, clicks or conversions, (ii) conceal conversions for Programmes where they are required to be disclosed, (iii) use any automated means or form of scraping or data extraction to access, query or otherwise collect Google advertising-related information from any Property except as expressly permitted by Google, (iv) attempt to interfere with the proper functioning of the Programmes; (v) advertise substances, services, products or materials which contravene applicable laws and regulations in any country in which Ads are displayed, placed or otherwise made available; (vi) violate any technical specifications posted on any Property, and/or the Policies; or (vii) engage in any other illegal or fraudulent business practice under the laws of any state or country where an Ad is made available. Customer will direct communications regarding Ads on Partner Properties under these Terms only to Google.

**3 Ad Serving.** (a) Customer will not provide Ads that contain or connect to malware, spyware, unwanted software or any other malicious code or knowingly breach or circumvent any Programme security measure. (b) Customer may utilise an Ad server solely for serving or tracking Ads under Programmes that permit third-party Ad serving and only if the Ad server has been authorised by Google to participate in the Programme. Google will implement Customer's Ad server tags so that they are materially functional. (c) For online display Ad impressions billed on a cost-per-thousand impressions (CPM) or cost-per-thousand viewable impressions (vCPM) basis ("**Display Ads**"), if Google's applicable impression count ("**IC**") for a Programme is higher than Customer's third-party Ad server ("**3PAS**") IC by more than 10% over the invoice period, Customer will facilitate reconciliation efforts between Google and 3PAS. If this discrepancy is not resolved, Customer's sole remedy is to make a claim within 60 days after the invoice date ("**Claim Period**"). If Google determines that the claim is valid, then Google will issue to Customer advertising credits equal to (90% of Google's IC minus 3PAS's IC), multiplied by Google's reported campaign average CPM or vCPM, as applicable, over the invoice period. Any advertising credits issued must be used by Customer within 60 days of issuance ("**Use-By Date**") and Google may suspend Customer's permission to utilise that 3PAS provider and may suspend or void the effectiveness of the discrepancy-resolution provisions of this Clause for that 3PAS provider. Metrics from 3PAS whose Ad server tags are provided to Google will be used in the foregoing discrepancy-resolution calculations. Google may require that discrepancy records be provided directly by 3PAS to Google. Customer will not be credited for discrepancies caused by 3PAS's inability to serve Ads.

**4 Testing.** Customer authorises Google and its Affiliates to periodically conduct tests that may affect Customer's Use of Programmes, including Ad formatting, Targets, Destinations, quality, ranking, performance, pricing, and auction-time bid adjustments. To ensure the timeliness and validity of test results, Customer authorises Google to conduct such tests without notice or compensation to Customer.

**5 Ad Cancellation.** Unless a Policy, the Programme user interface, or an agreement referencing these Terms (an "**IO**") provides otherwise, either party may cancel any Ad at any time before the earlier of Ad auction or placement, but if Customer cancels an Ad after a commitment date provided by Google (e.g., a reservation-based campaign), then Customer is responsible for any cancellation fees communicated by Google to Customer, and the Ad may still be published. Cancelled Ads will generally cease serving within 8 business hours or as described in a Policy or IO, and Customer remains obligated to pay all charges resulting from served Ads (e.g., fees based on conversion). Customer must effect cancellation of Ads (i) online through Customer's account, if the functionality is available, (ii) if this functionality is not available, with notice to Google via email to Customer's account representative or (iii) if this functionality is not available and Customer does not have an account representative, with notice to Google via email to [ads-support@google.com](mailto:ads-support@google.com). Customer will not be relieved of any payment obligations for Ads not submitted or submitted by Customer after the due date provided by Google. Google will not be bound by a Customer-provided insertion order or other Customer-provided terms and conditions.

**6 Warranty, Rights and Obligations.** Each party warrants to the other that it will use reasonable skill and care in complying with its obligations under these Terms. Customer warrants that (a) Customer holds, and grants Google, its Affiliates and Partners, the rights in Ads, Destinations, and Targets for Google, its Affiliates and Partners to operate the Programmes (including, in the case of feed data, after Customer ceases to use the Programmes), (b) all information and authorizations provided by or on behalf of Customer are complete, correct and current, and (c) Use, the Services or Destinations will not: (i) violate or encourage violation of any law or applicable regulation or code of practice (including the CAP Code in the UK and any equivalent advertising standards code of practice in any other jurisdiction); or (ii) infringe any intellectual property rights of any third party and or contain any material which may be harmful, abusive, obscene, threatening or defamatory. Customer authorises Google and its Affiliates to automate retrieval and analysis of, and create test credentials to access, Destinations for the purposes of the Programmes. By providing any mobile or other telephone number to Google in connection with the Programmes, Customer acknowledges that Google, its Affiliates and their agents may call and send text messages (for which standard message and data rates may apply) to the provided telephone numbers, including by an automatic telephone dialing system, for purposes of the Programmes. However, Google will not rely on this permission to initiate autodialed calls or text messages for marketing purposes. Customer further authorises Google, its Affiliates and their agents to send electronic mail to Customer for purposes of the Programmes. Customer will provide Advertiser with reporting data, not less than once a month, that discloses absolute monies spent on Google and performance (at a minimum: cost, clicks and impressions of users on the account of that Advertiser) in a reasonably

prominent location. Google may, upon request of an Advertiser, share Advertiser-specific information with Advertiser.

**7 Make-Goods.** For reservation-based Display Ads, Google will deliver any agreed-upon aggregate number of Display Ads by the end of the campaign, provided that if Google fails to do so, then Customer's sole remedy is to make a claim during the Claim Period. If Google confirms the accuracy of the claim, then Google will not charge Customer for the undelivered Display Ads or, if Customer has already paid, at Google's reasonable discretion, Google will provide for (i) advertising credits, which must be used by the Use-By Date, (ii) placement of the Display Ads in a position Google deems comparable within 60 days of Google's confirmation of the accuracy of the claim or (iii) an extension of the term of the campaign. Google cannot assure that any auction-based Ads will be delivered and therefore make-goods do not apply to auction-based Ads.

**8 Payment.** Customer will pay all charges incurred in connection with a Programme, using a payment method approved by Google for that Customer (as modified from time to time), within a commercially reasonable time period specified by Google (e.g., in the Programme user interface or IO). If payment is not made when due, Google may charge interest at the rate of 2% per annum above the prevailing base rate of Barclays Bank PLC from the due date until the date of actual payment, whether before or after judgment. Charges are exclusive of Taxes (including VAT). If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. Customer will pay all invoiced amounts without any deduction or withholding of Taxes. In these Terms, "Taxes" means any duties, customs fees, or taxes (other than taxes on Google's net income) associated with the use of the Programmes, including any related penalties or interest. Customer will pay (i) all Taxes and other government charges and (ii) reasonable expenses together with legal and other professional fees Google incurs in collecting late payments that are not disputed in good faith. Charges are based on the billing criteria under the applicable Programme (e.g., based on clicks, impressions or conversions). Any portion of a charge not disputed in good faith must be paid in full. No party may offset any payment due under these Terms against any other payment to be made under these Terms. Google may, in its sole discretion, extend, revise or revoke credit at any time. Google is not obligated to deliver any Ads in excess of any credit limit. If Google delivers Ads but does not deliver those Ads to the selected Targets or Destinations, then Customer's sole remedy for Google's failure to deliver those Ads to the selected Targets or Destinations is to make a claim for advertising credits within the Claim Period, after which Google will issue the credits following claim validation which must be used by the Use-By Date. Customer understands that third parties may generate impressions or clicks on Customer's Ads for prohibited or improper purposes and that if that happens, Customer's sole remedy is to make a claim for advertising credits within the Claim Period, after which Google will issue the credits following claim validation which must be used by the Use-By Date. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) CUSTOMER WAIVES ALL CLAIMS RELATING TO ANY PROGRAMME CHARGES UNLESS A CLAIM IS MADE WITHIN THE CLAIM PERIOD AND (B) THE ISSUANCE OF ADVERTISING CREDITS (IF ANY) IS AT GOOGLE'S REASONABLE DISCRETION AND IF ISSUED, MUST BE USED BY THE USE-BY DATE. Customer acknowledges and agrees that any account, credit card and related billing and payment information which Customer provides to Google may be shared by Google with companies who work on Google's behalf solely for the purpose of performing credit checks, effecting payment to Google, collecting debts owed to Google and/or servicing Customer's account.

**9 Disclaimers.** No conditions, warranties or other terms apply to any Programme or to any other goods or services supplied by Google or its Affiliates under the Terms unless expressly set out in the Terms. To the fullest extent permitted by law, no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description). None of Google, its Affiliates or Google's Partners makes any guarantee in connection with the Programmes or Programme results. To the fullest extent permitted by law, Google makes no promise to inform Customer of defects or errors.

**10 Limitation of Liability.** (a) Nothing in the Terms or any IO will exclude or limit either party's liability: (i) for death or personal injury resulting from the negligence of either party or their servants, agents or employees; (ii) for fraud or fraudulent misrepresentation; (iii) under Clause 11 (Indemnification); (iv) for Customer's breach of Clauses 3(a), 6(c), 13(d) or the last sentence of Clause 1, (v) for payment of sums properly due and owing to the other in the course of normal performance of the Terms; or (vi) for anything

which cannot be excluded or limited by law. (b) Neither party shall be liable under or in connection with these Terms or any IO (whether in contract, tort, including, without limitation, negligence or otherwise) for any: (i) loss of profit; (ii) loss of anticipated savings; (iii) loss of business opportunity; (iv) loss of or corruption of data; (v) loss or damage resulting from third party claims; or (vi) indirect or consequential losses; suffered or incurred by the other party (whether or not such losses were within the contemplation of the parties at the date these Terms were accepted by Customer). (c) Subject to sub-clauses 10(a) and (b) above, each party's aggregate liability to the other arising from any given event or series of connected events under or in connection with the Terms, shall be limited to the greater of: (i) the amount paid or payable by Customer to Google under the Terms in the three months immediately preceding the month in which the event (or first in a series of connected events) occurred and (ii) £25,000.

**11 Indemnification.** Customer will defend, and indemnify Google, its Partners, agents, Affiliates, and licensors against all liabilities, damages, losses, costs fees (including reasonable legal fees), and expenses relating to any third-party allegation or legal proceeding to the extent arising out of or related to Ads, Targets, Destinations, Services, Use or any breach of these Terms by Customer. Partners are intended third-party beneficiaries of this Clause.

**12 Changes to Terms; Termination.** Google may make non-material changes to these Terms at any time without notice, but Google will provide advance notice of any material changes to these Terms. The modified Terms will be posted at [google.com/ads/terms](https://google.com/ads/terms). The changes to the Terms will not apply retroactively and will become effective 7 days after posting. However, changes made for legal reasons will be effective immediately upon notice. Either party may terminate these Terms at any time immediately upon notice to the other party, but (a) campaigns not cancelled under Clause 5 and new campaigns may be run and reserved and (b) continued Programme Use is, in each case subject to Google's terms and conditions then in effect for the Programmes (available at [google.com/ads/terms](https://google.com/ads/terms)). Google may suspend Customer's ability to participate in the Programmes at any time, for example, in the event of payment issues, suspected or actual violations of the Policies or these Terms or for legal reasons. In all cases, the running of any Customer campaigns after termination is in Google's sole discretion. From time to time Customer may have advertising credits or other unclaimed funds within the Ads Programme account ("**Ads Credits**"). Unless used by the applicable expiration date, Ads Credits will expire and not be available to the Customer, according to the following schedule: (h) Ads Credits issued pursuant to Clauses 3 or 7 or 8 above will expire if not used by the relevant Use-By Date; (i) Ads Credits provided by Google for promotional purposes will expire if not used by the relevant date in the promotion or during the time period specified in such promotional terms and conditions, and (j) Ads Credits not otherwise covered by (h) or (i) will expire if not used within 3 years of the date when such Ads Credits became available to Customer within the Ads Programme.

**13 Miscellaneous.** (a) These Terms are governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning these Terms or the Programmes. (b) Except as provided in Clause 10, nothing in these Terms will limit a party's ability to apply to any court to seek equitable relief. (c) Subject to Clause 10(a)(ii), these Terms set out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into these Terms neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in these Terms. (d) Customer may not make any public statement regarding the relationship contemplated by these Terms (except when required by law). (e) All notices of termination or breach must be in writing and addressed to the other party's Legal Department (or if it is not known if the other party has a Legal Department then to the other party's primary contact or other address on file). The email address for notices being sent to Google's Legal Department is [legal-notices@google.com](mailto:legal-notices@google.com). All other notices to Customer will be in writing and sent to an email address associated with Customer's account. All other notices to Google will be in writing and addressed to Customer's primary contact at Google or other method made available by Google. Notice will be treated as given on receipt, as evidenced by written or electronic means. These notice requirements do not apply to legal service of process, which is instead governed by applicable law. (f) Except for modifications to these Terms by Google under Clause 12, any amendment must be agreed to by both parties and must expressly state that it is amending these Terms. Neither party will be treated as having waived any rights by not exercising (or by delaying the exercise of) any rights under these Terms. If any term (or part of a term) of these Terms is invalid, illegal or unenforceable, the rest of these Terms will remain in full force and effect. (g) Neither party may assign any part of these Terms without the written consent of the other party save that (A) Google may assign all or part

of its rights and/or obligations under these Terms to an Affiliate if Google has notified Customer of the assignment, and (B) Customer may assign all of its rights and obligations under these Terms to an entity that directly or indirectly controls, is controlled by, or is under common control with Customer but only where (I) the assignee agrees in writing to be bound by these Terms, (II) Customer remains liable for obligations under these Terms if the assignee defaults on them, and (III) Customer has notified Google of the assignment. In addition, Google may assign any debt which is owed to Google by Customer to a third party without the consent of the Customer. Any other attempt to transfer or assign is void. (h) Except as expressly listed in Clause 11, there are no third-party beneficiaries to these Terms. (i) These Terms do not create any agency, partnership or joint venture among the parties. (j) Clauses 1 (last sentence only) and 8 to 13 will survive termination of these Terms. (k) Except for payment obligations, no party or its Affiliates are liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

October 6, 2020