



DATA EXCHANGE TERMS

PreciseTarget targeting features enables you to inform our engine about your customers, and to target an audience using your data such as email addresses. When using PreciseTarget targeting features, your data is locally hashed on your system before you upload and pass such data to PreciseTarget. Your data can be used to inform our engine, and to create your targeted audience (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 custom 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, and used only be used for the matching process with publishers. Your data will not be shared with third parties or other advertisers. PreciseTarget will maintain the confidentiality and security of the Hashed Data and the that comprise your targeted audience (“your custom audience”), 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. Further, PreciseTarget will not give access to or information about your targeted audience 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, the custom audiences feature at any time. You may discontinue your use of the custom audience feature at any time. You may delete your provided data from the PreciseTarget system at any time through your account tools.

- If you are providing Hashed Data 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 targeted audience features unless you are a retail advertiser (or an agency acting on behalf of an advertiser). If you are providing Hashed Data on behalf of a third party, you may only use that third party's own data to create custom 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 custom 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 case studies, white papers, adaptations, summaries or other changes), 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.