

Interactive Advertising Bureau, Inc. (“IAB”)
Appendix 1 (Definitions)
to the General Terms and Conditions for Digital Advertising Services and Specific Terms
Version 1.1

This Appendix 1 – Definitions (this “**Appendix 1**”) supplements the General Terms and the Specific Terms. In the event of any conflict between the terms of this Appendix 1 and the General Terms or the Specific Terms, the terms of this Appendix 1 shall prevail.

“**Ad**” or “**Advertisement**” means Materials in any format that appear on or in connection with the Digital Properties and that promote Advertiser’s brands, products, and/or services.

“**Added-Value Deliverables**” means any services, content, or benefits provided by Seller to Buyer that are supplemental to the core contracted scope of work, offered at no additional cost, and intended to enhance the effectiveness, reach, or quality of the campaign. Such deliverables may include, but are not limited to: (i) bonus media placements or Impressions beyond the contracted amount; (ii) complimentary creative assets (e.g., banner variations, social posts, or video edits); (iii) access to premium analytics, reporting, or optimization tools; (iv) strategic consulting sessions, workshops, or training not otherwise specified in the Order; and (v) cross-promotional opportunities, partnerships, or audience extensions. Added-Value Deliverables are discretionary, provided at Seller’s option, and shall not alter or expand Buyer’s payment obligations under the Order, unless expressly agreed in writing.

“**Ad Impressions**” means the measurement of an Ad’s response from an Ad delivery system to an Ad request from a device or browser. To count as a valid Impression, the Ad must be loaded and, at a minimum, begin to render. This ensures the Ad has been delivered and is visible to the user. The measurement process filters for Invalid Traffic and records Impressions at the latest possible point in the Ad delivery process. The specific requirements for an Ad Impression may vary depending on the media channel, device, or environment (e.g., display, video, mobile, or in-game advertising). For more detailed definitions tailored to different channels, devices, or environments, and any updated guidelines or standards, refer to the Media Rating Council’s Standards and Guidelines available at <https://www.mediaratingcouncil.org/standards-and-guidelines>.

“**Ad Inventory**” means the total number of Impressions or Ad views that a Digital Property has to sell/make available over a given period of time (typically calculated over the course of a month).

“**Adjustment Claim**” means a formal claim made by Buyer to Seller for a Credit, Makegood, Refund, or other adjustment to the Order based on specified fulfillment or quality issues, including, but not limited to, delivery gaps, detected Invalid Traffic, discrepancy thresholds, Editorial Adjacency Guidelines violations, or material reporting failures.

“**Ad Verification Company**” or “**AVC**” means a third-party service provider mutually agreed upon by Buyer and Seller, responsible for verifying compliance with agreed-upon advertising guidelines. An AVC may be used to monitor and enforce adherence to Editorial Adjacency Guidelines, brand safety standards, inclusion/exclusion lists, and other placement requirements. The AVC platform provides tools and access for both Parties to review performance, ensure compliance, and address any violations as outlined in the Order.

“**Advertiser**” means a company that (i) advertises its brands, products, and/or services via the Advertisements; and/or (ii) interacts with consumers on its Digital Properties or through its Ads in relation to its brands, products, and/or services.

“Advertiser-Controlled Digital Properties” means the Digital Properties that are owned, controlled, and/or operated by Advertiser, including Advertiser’s websites, apps, or landing pages.

“Affiliate” means any Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with, a specified Person.

“Agency” means the advertising, marketing, or media services provider engaged by Advertiser to plan, develop, execute, and/or manage digital advertising campaigns on its behalf. Agency may perform functions including, but not limited to: (i) strategic planning and campaign design; (ii) creative development of Materials; (iii) media buying, placement, and optimization; (iv) data analysis, reporting, and performance measurement; and (v) coordination with third-party vendors, platforms, or Seller.

“Aggregated” means a form in which data gathered under an Order is combined with data from numerous campaigns of numerous advertisers and precludes identification, directly or indirectly, of Advertiser.

“Agreement” means an Order together with the General Terms and any applicable Specific Terms.

“Applicable Law” means, with respect to each of the Parties, any and all federal, state, and local laws, rules, and regulations applicable to such Party or its activities in connection with the Agreement or Covered Services, including, without limitation, Privacy Laws. For clarity, “Applicable Law” does not include guidelines or rules of, or the requirement of membership in, any trade association.

“Audited Party” means the Party being audited by the Auditing Party.

“Auditing Party” means the Party conducting any audit permitted under the Agreement.

“Audit Period” means the period of time commencing at the commencement of the Term and ending three (3) years after Customer’s last payment of fees to Provider.

“Automated Guaranteed Deals” means a type of a Direct Buy where Seller agrees to sell a fixed number of Ad Impressions to Buyer at a pre-negotiated price, using automated technology to streamline the transaction.

“Buyer” means Advertiser, Agency, or other authorized Representative that purchases or attempts to purchase Ad Inventory on behalf of Advertiser or Agency. For purposes of the Direct Buy Addendum, Buyer is the Customer.

“Campaign Data” means an advertising campaign’s setting/configuration data (e.g., spent, Ad tech and media settings, trafficking, configuration, media plan, etc.) and performance data in Aggregated form of a statistical nature related to those advertising campaigns (e.g., number of Impressions, number of Clicks, Click-Through rate, cost per thousand Impressions, cost per lead, cost per Click, cost per acquisition, etc.) that are exchanged between the Parties.

“Click” or “Click-Through” means the measurement of a user’s interaction with an Ad by clicking on it, which triggers a corresponding response from the Ad delivery system. To count as a valid Click, it must be recorded at the latest possible point in the interaction process and filtered for Invalid Activity, ensuring it reflects genuine user engagement. The specific criteria for measuring Clicks can vary depending on the media channel, device, or environment. For more detailed definitions and guidance, refer to the Media Rating Council’s Standards and Guidelines available at <https://www.mediaratingcouncil.org/standards-and-guidelines>.

“CMS” means content management system.

“Collected Data” means all data and reports generated by Seller or Buyer as a result of an Ad being served under the Order, including, but not limited to, Impressions, Clicks, and Performance Data.

“Confidential Information” means any non-public information of either Party, whether of a technical, business, or other nature (including, but not limited to, trade secrets, know how, and information relating to the technology, products, services, customers, business plans, promotional and marketing activities, finances, and other business affairs of such Party) in any form that is designated as “confidential” or that a reasonable person knows or reasonably should understand to be confidential. “Confidential Information” does not include information that (i) is, or becomes, publicly available without breach of a Party’s confidentiality obligations under the Agreement; (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential; (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (iv) is independently developed by a Party without use or reference to any Confidential Information of the other Party.

“Control” or **“controls”** and the formatives **“controlling”** and **“controlled”** mean the possession, directly or indirectly, of fifty percent (50%) or more of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract, or otherwise.

“Controlling Measurement” means the definitive source for measuring, calculating, and reporting delivery of the item(s) sought to be tracked (e.g., Impressions, Clicks, leads, etc.), as selected by the Parties herein for each type of Covered Service.

“Conversion API” mean a server-side application programming interface that enables Buyer to transmit web and offline event data directly from its servers to designated advertising platforms. Conversion APIs are used to: (i) ensure reliable tracking; (ii) improve campaign optimization; (iii) support compliance; and (iv) facilitate technical integrations.

“Covered Service(s)” means the digital advertising service(s) that is/are to be performed by Provider pursuant to an Order.

“CPA Deliverables” means Deliverables sold on a cost per acquisition basis.

“CPC Deliverables” means Deliverables sold on a cost per Click basis.

“CPL Deliverables” means Deliverables sold on a cost per lead basis.

“CPM Deliverables” means Deliverables sold on a cost per thousand Impression basis.

“Credit” means a credit equal to the value of the undelivered or affected portion of the campaign, applicable to future campaigns.

“Customer” means the Party that is to receive Covered Services pursuant to the Agreement.

“Customer-Furnished Material” means any Material to be provided by Customer under the Agreement or that is reasonably necessary to enable provision of the Covered Services and is in the possession or control of Customer.

“Custom Materials” means any custom content or custom developments created under the Agreement.

“De-Identified” means a form in which data gathered under an Order has been stripped of all personal identifiers in accordance with Applicable Law such that it cannot reasonably be used to identify, relate to, describe, or be associated with a particular individual, household, or device, whether directly or indirectly. For the avoidance of doubt, De-Identified information: (i) excludes names, addresses, email addresses, phone numbers, device identifiers, cookie IDs, IP addresses, or any other information that could reasonably be linked to an identifiable person; (ii) includes Aggregated information; (iii) must be maintained with technical, administrative, and contractual safeguards to prevent re-identification or unauthorized use; and (iv) shall not be considered Personal Data.

“Deliverable” means any Material that Provider is to provide to Customer in connection with the Covered Services under the Agreement.

“Digital Property” means online platforms, spaces, or channels, where Advertiser can display its Ads to reach its target audience. These properties include websites, mobile apps, social media platforms, search engines, streaming platforms, and other digital platforms where users consume content and interact online. For purposes of the Direct Buy Addendum, “Digital Properties” shall mean Seller O&O Properties and Network Properties.

“Digital Property Data” means any data that is (i) preexisting Seller data used by Seller pursuant to the Order; (ii) gathered pursuant to the Order during delivery of an Ad that identifies or allows identification of Seller, the Digital Property, brand, content, context, or users as such; or (iii) entered by users on any Digital Property other than User Volunteered Data.

“Direct Buy” means the purchasing of Ad Inventory by a Buyer from a Seller that is not through an intermediary platform.

“Direct Buy Industry Standards” means, collectively:

- IAB Tech Lab standards and specifications applicable to Direct Buys, including standards for Ad delivery, creative rendering, measurement signaling, interoperability, and transparency, as published at <https://www.iabtechlab.com/standards>. Examples include VAST, Open Direct, OpenRTB, Ads.txt / Apps-Ads.txt, Sellers.json, Supplychain object, etc..
- MRC measurement standards applicable to Direct Buys, including the Viewable Ad Impression Measurement Guidelines, Cross-Media Measurement Standard, Invalid Traffic Detection and Filtration Guidelines, and other relevant MRC measurement and accreditation standards, as published at <http://www.mediaratingcouncil.org/standards-and-guidelines>.
- TAG standards applicable to Direct Buys, including programs such as the TAG Certified Against Fraud Program, TAG Brand Safety Certified Program, and related supply chain integrity standards, as described at <http://www.tagtoday.net>.
- The IAB Diligence Platform, including the Direct Buy Module, which provides structured privacy-related diligence disclosures and standardized attestation workflows for Direct Buys, as made available at <http://www.iab.com/diligenceplatform>.

“DSP” means a demand-side platform.

“Editorial Adjacency Guidelines” means the restrictions independently established by Buyer and provided to Seller regarding the placement of Buyer’s Ads to ensure they do not appear adjacent to, or within proximity of, specified content, domains, URLs, or environments deemed unsuitable. These guidelines may include prohibited content categories, inclusion/exclusion lists, or criteria outlined by an agreed-upon Ad Verification Company.

“First-Party Data” means all data and information collected directly by a Party from its own customers, users, or audience through owned channels, platforms, or assets. Such data originates from direct interactions and relationships, and may include, without limitation: (i) customer contact information (e.g., names, email addresses, and phone numbers); (ii) transactional and purchase history; (iii) Digital Property usage data (e.g., Clicks, visits, session activity); (iv) customer preferences, survey responses, and feedback; and (v) loyalty program participation and engagement metrics.

“Force Majeure Event” means any act or circumstance beyond the applicable Party’s reasonable control, including any act of God, flood, fire, accident, earthquake, war, terrorist act, riot, or other civil unrest, national or regional emergency, pandemic, power failure, labor disputes, third-party connection or utilities outage, Internet or other network disruption or latency, or interruption or failure of ISP or carrier lines, or any action taken by a governmental or public authority.

“General Terms” has the meaning set forth in the first paragraph of the Interactive Advertising Bureau, Inc. (“IAB”) General Terms and Conditions for Digital Advertising Services.

“GIVT” means general Invalid Traffic that is relatively easy to detect and filter out using standard tools and methods.

“Harmful Code” means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of any software, firmware, hardware, computer system, or network, including, without limitation, “Trojan horses,” “viruses,” “worms,” “time bombs,” “time locks,” “devices,” “traps,” “access codes,” or “drop dead” or “trap door” devices.

“Homepage Takeover” means a premium digital advertising format where a single advertiser occupies all or most of the Ad Inventory on a Digital Property’s homepage for a set period (typically a day) designed to deliver 100% Share of Voice on one of the most visible and trafficked pages of a Digital Property.

“Impression” has the same meaning as Ad Impression.

“Industry Standards” means the industry standards set forth in the applicable Specific Terms.

“Intellectual Property Rights” means any and all copyrights, patents, trademarks, service marks, trade dress, trade secret rights, publicity rights, moral rights, and other intellectual property rights anywhere in the world, whether statutory, common law, or otherwise.

“Invalid Activity,” “Invalid Traffic,” or “IVT” means traffic or associated media activity (e.g., metrics associated to Ad and content measurement, including audience, Impressions, and derivative metrics, such as viewability, Clicks, and engagement as well as outcomes) that does not meet certain quality or completeness criteria or otherwise does not represent legitimate traffic that should be included in measurement counts. Among the reasons why traffic may be deemed invalid is it is a result of non-human traffic (e.g., spiders, bots, etc.) or activity designed to produce IVT. For more detailed definitions tailored to different channels, devices, or

environments, and any updated guidelines or standards, refer to the Media Rating Council's Standards and Guidelines available at <https://www.mediaratingcouncil.org/standards-and-guidelines>.

"Makegood" means equivalent value (or comparable media) scheduled within a mutually agreed timeframe.

"Material" means any Advertisement, composition, work of authorship, computer program, picture, photograph, painting, drawing, graphic, video, movie, audio/visual work, theme, design, product, prototype, sample, model, invention, discovery, concept, development, improvement, method, technique, process, procedure, algorithm, formula, treatment, composition of matter, device, know-how, trade secret, technical or other data, specifications, information, databases, logic, format, template, tool, utility, packaging, and other technology or material (whether or not patentable or copyrightable and whether or not reduced to practice or published).

"MRC" means Media Rating Council.

"Network Properties" means Digital Properties specified in an Order that are not owned, operated, or controlled by Seller, but for which Seller has a contractual right to serve Ads, including, without limitation, programmatic inventory, social media platforms, media networks, and ad networks.

"Open Measurement" means the standardized framework developed by the IAB Tech Lab to enable consistent, transparent, and secure third-party Ad verification across mobile and digital environments allowing parties to measure key metrics like viewability, Ad fraud detection, brand safety, and audience verification.

"Open RTB" means a standardized protocol developed by the IAB Tech Lab to facilitate real-time auctions for Ad Inventory, enabling automated, instantaneous bidding on individual Ad Impressions.

"Order" means any services agreement, statement of work, work order, or other order or agreement that references the General Terms, including, without limitation, any and all appendices, addenda, exhibits, and other documents referenced or incorporated in the Order, as any of the foregoing may be amended pursuant to the terms thereof. For avoidance of doubt, the Order may include terms that alter or amend the General Terms or any applicable Specific Terms at the discretion of the Parties.

"Order Details" means the details set forth in the Order, but only when expressly associated with the applicable disclosing Party, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.

"Outcomes" means a tangible, measurable business result (e.g., sale, lead, or sign-up) driven by an Ad campaign, focusing on real-world impact rather than metrics like Clicks or Impressions.

"Party" means a Person that has entered into an Agreement, and **"Parties"** means all such Persons, collectively.

"Performance Data" means data regarding a campaign gathered during delivery of an Ad pursuant to the Order (e.g., number of Impressions, interactions, and header information), but excluding Digital Property Data or Order Details.

"Person" means an individual, partnership, corporation, limited liability company, trust, joint venture, association, non-profit organization, unincorporated organization, government agency, or political subdivision thereof or other entity.

“Personal Data” shall be interpreted consistent with the Privacy Laws, and includes “personal information,” “personal data,” or “personally identifiable information” (or any materially similar or analogous concept or definition) as those terms are defined in the Privacy Laws. For avoidance of doubt, “Personal Data” includes a unique persistent identifier that can be used to recognize a user or a device that is linked to a user over time and across unaffiliated, different services, including, but not limited to, a device identifier; an Internet Protocol address; cookies, beacons, pixel tags, mobile ad identifiers, or similar technology; a customer number, unique pseudonym, or user alias; telephone numbers, or other forms of persistent or probabilistic identifiers that can be used to identify a particular user or device that is linked to a user.

“Personnel” means any employees, contractors, agents, and professional advisors (e.g., attorneys and accountants) of a Party or, as applicable, an Affiliate of a Party.

“Platform” means any web site, mobile application, application program interface, or other software, hardware, or technology, or aggregation thereof, hosted, operated, or controlled by or on behalf of Provider.

“Policies” means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Seller’s public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Digital Property on which Buyer’s Ads are to appear), other editorial or advertising policies, and due dates for Materials.

“Preferred Deals” means deal that involve a fixed CPM, but do not guarantee delivery or spend, as Impression volume is contingent on availability and Buyer targeting criteria.

“Privacy Laws” means applicable statutes, rules, regulations, and other laws pertaining to Personal Data, privacy, or information security.

“Private Marketplace (“PMP”) Deals” means a type of programmatic advertising transaction where premium publishers offer select advertisers access to high-quality Ad Inventory in a controlled, invite-only environment.

“Provider” means the Party that is to provide the Covered Services pursuant to the Agreement.

“Purpose” means, in the case of Provider, the provision of the Covered Services and, in the case of Customer, the receipt and obtaining the benefit of the Covered Services, including, as applicable and without limitation, access and use of the Platform.

“Records” means books and records related to the provision or receipt of the Covered Services or any amounts owed by Customer under the Agreement.

“Refund” means a refund of any amounts prepaid by Buyer for the impacted, undelivered, or affected portion of the campaign when a Makegood or Credit are not feasible.

“Representative” means a third Person acting as an agent or authorized representative on behalf of Customer.

“Repurposing” means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the Order.

“Roadblocks” means a high-impact digital strategy where a single advertiser purchases all available Ad Inventory on a Digital Property for a specific time period guaranteeing that every visitor sees only that advertiser’s messaging, effectively “blocking” competitors from appearing on the same platform.

“Run of Network (“RON”) Ad Inventory” means a digital advertising strategy where an advertiser purchases Ad Inventory across an entire Ad network without specifying particular Digital Properties allowing Ads to appear on any Digital Properties within the network wherever Ad Inventory is available.

“Run of Site (“ROS”) Ad Inventory” means a digital advertising strategy where an advertiser purchases Ad Inventory across an entire Digital Property rather than targeting specific pages, sections, or content types allowing Ads to appear anywhere on the Digital Property where Ad Inventory is available.

“Seller” means a media company, network, or other party that sells or attempts to sell Ad Inventory through a Covered Service. For purposes of the Direct Buy Addendum, Seller is the Provider.

“Seller O&O Properties” means Digital Properties that are owned, controlled, and/or operated by Seller.

“Share of Voice” means the marketing metric that quantifies how much visibility or presence a brand has in a given market compared to its competitors often expressed as a percentage of total Impressions, mentions, or Ad spend within a defined category or channel.

“Short Rates” means retroactive rate adjustments based on the applicable non-discounted pricing tiers or volume commitments, as reflected in the Order or in another agreement associated with the Order.

“Site-Served Placements” means Ad Impressions that are delivered directly by Seller’s own Ad server rather than through a third-party Ad server.

“SIVT” means sophisticated Invalid Traffic, which is deceptive, non-human ad interactions that are difficult to detect and often require advanced analytics, human review, and continuous monitoring to identify and mitigate (e.g., Ad injections, Click farms, pixel stuffing, and proxy traffic).

“Skins” means a high-impact Ad format that visually transforms the background or frame of a Digital Property. Unlike standard display Ads that occupy fixed slots, skins wrap around the main content area, often covering the left, right, and top margins of a Digital Property, to create a fully immersive brand experience.

“Source of Truth” has the same meaning as Controlling Measurement.

“Specific Terms” means the terms and conditions set forth in an addendum to the General Terms that has been incorporated into an Order pursuant to Section 2 of the General Terms.

“SSP” means a supply-side platform.

“Supply Chain Object” or **“SCO”** means a standardized data structure defined by the IAB Tech Lab and used in Open RTB bid requests to provide transparency into the entities involved in the sale or resale of Ad Inventory.

“TAG” means Trustworthy Accountability Group.

“Term” means the period described in Section 6(a) of the General Terms from the commencement until the expiration or termination of the Agreement.

“User Volunteered Data” means Personal Data collected from individual users by Seller during delivery of an Ad pursuant to the Order, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser.

“Viewable Ad Impressions” means an Ad that has been delivered and meets the established visibility criteria, providing an opportunity to be seen. The specific criteria for measuring viewability can vary depending on the media channel, device, or environment. For more detailed definitions tailored to different channels, devices, or environments, and any updated guidelines or standards, refer to the Media Rating Council's Standards and Guidelines available at <https://www.mediaratingcouncil.org/standards-and-guidelines>.