Online Limited Agreement

Access and Use of Acxiom’s Audience Cloud Service

This Online Limited Agreement (the “Agreement”) governs access to and use of Acxiom’s Audience Cloud interface and related services as provided by Acxiom and/or its affiliate(s) (the “Application”). This Agreement is entered into by and between Acxiom® LLC, 301 East Dave Ward Drive, Conway, Arkansas 72032 USA (“Acxiom”) and the entity on whose behalf you are agreeing to these terms (“Client”). This Agreement is effective as of the date you click the “ACCEPT” button below (the “Effective Date”) and shall continue in effect until either party provides written notification of termination to the other. As the individual agreeing to the terms of this Agreement on behalf of Client, you represent and warrant that: (i) you have full legal authority to enter into this Agreement on behalf of Client; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Client, to this Agreement and to comply with all terms and conditions. If you do not have the legal authority to bind Client to the terms and conditions of this Agreement and/or you or Client does not agree to the terms and conditions of this Agreement, do not click “ACCEPT”.

DEFINITIONS

“Acxiom Data” refers to audience, demographic and other data from one or more of Acxiom’s proprietary InfoBase® offerings, including Audience Propensities and any other Acxiom commercial data products, as well as any third-party data products licensed through Acxiom as available through the Application, the terms and conditions for use of which are set forth in this Agreement.

“Acxiom Personnel” means employees or contractors of Acxiom or its subsidiaries or affiliates.

“Acxiom Proprietary Information” means all Confidential Information of Acxiom (including its affiliates, Partners and Acxiom Data sources), any Acxiom-proprietary software programs and technologies (including, but not limited to, the Application), all components of Acxiom’s or its subcontractor’s identity-resolution Products, including AbiliTec®, IdentityLink®, or any other logic or process used Acxiom to perform match or integrate data and all data models, business rules and any related adapters, data processing systems or mechanisms, partner and channel information, trade secrets, know-how and/or processes that Acxiom may utilize in connection with the Application, in addition to any and all Acxiom Data, the Application, products, documentation or other written materials written, prepared, edited or disclosed by Acxiom through use of the Application.

“Anonymous ID” means a one-way hashed consumer ID.

“Application User” means any individual who is authorized by Client to access and use the Application and who has registered for and been supplied an Application User ID by Acxiom.

“Application User ID” means an Application User identity and password.

“Application User Information” means certain information collected by Acxiom about Application Users and their use of the Application.

“Audience Match File” means a file of Partner IDs created by Acxiom using Acxiom Data as described in this Agreement. An Audience Match File will contain only the selected Partner’s IDs matched to Acxiom Data and the Client-designated campaign segment code(s) and Client’s account ID(s) for such Partner(s) (as input by Client in the Application).

“Client Data” means a Client’s proprietary data and any third-party data (other than Acxiom Data) licensed by Client, as applicable, that Client has the right to use for suppression purposes in connection with the Application and as described in this Agreement.

“Client Proprietary Information” means all Confidential Information of Client submitted to Acxiom by Client pursuant to this Agreement and via the Application, including Client Data.

“Confidential Information” means any information disclosed by a party to the other party under this Agreement (including the terms of this Agreement) or through use of the Application that would normally be considered confidential under the circumstances, including Client Proprietary Information and Acxiom Proprietary Information.

“Feedback” means any information, comments, suggestions, ideas or materials (including original or creative materials) provided to Acxiom by Client or its Application Users about any part of the Application.

“Partner” means any online advertising publisher entity with whom Acxiom provides services for the creation and distribution of Audience Match Files via the Application. No Partner is a party to this Agreement, but Partners may be entitled to third-party beneficiary rights pursuant to this Agreement, as specified.

“Partner Agreement” means a separate, pre-existing agreement between Client and a Partner for the performance of Partner’s targeted advertising services for the benefit of Client. A Partner Agreement is required for the distribution of an applicable Audience Match File(s) via the Application to Partner in connection with Partner’s services. Client may not attempt to distribute a targeted campaign audience to any Partner without a pre-existing Partner Agreement with such destination Partner. For clarification, except as otherwise specified, no Partner is a party to this Agreement

“PII” means personally identifiable information of an individual, including, but not limited to, name, address and device ID.

APPLICATION USER ID

Access to and use of the Application requires the creation and use of an Application User ID. A separate Application User ID must be created for each individual accessing the Application and may only be used by the individual to whom it is assigned.

An Application User ID may not be shared or transferred. Client is solely liable for all use of the Application accessed through any Application User ID(s) assigned to Client. Client should immediately report any unauthorized use of an Application User ID to Acxiom. Client is responsible for managing its Application User IDs and disabling any Application User ID assigned to an individual whom Client identifies as: (i) no longer being employed by Client or (ii) is otherwise no longer authorized to access the Application on behalf of Client.

Client has consented as part of the registration process, and agrees that Acxiom may collect certain personally identifiable information and non-identifiable information about Application Users and use of Application User IDs. Acxiom will use such information in providing the Application, improving services, troubleshooting bugs, facilitating the provision of updates and support (if any), and for operational communication purposes. The information collected may include the information input by the Application User (such as full name, email address, Client company name), and received through the creation and use of an Application User ID, demographic information, information about the Application User’s computer hardware / software / platform, unique device IDs or other device identifiers, incident data, Internet Protocol (IP) address, and the Application User’s connection. For clarification, Application User Information is limited to information related to Application Users. For clarification, Application User Information is limited to information related to Application Users and not about any consumers accessing Clients’ sites or services or served advertisements through a Client campaign.

Client agrees that Acxiom shall maintain such Application User Information for the term of this Agreement. Upon any notice of termination of this Agreement, Acxiom shall delete such Application User Information from the Application. Please see <https://www.acxiom.com/about-us/privacy/> for information about Acxiom’s data collection practices and your consumer privacy rights. The Application User may [click here](https://www.acxiom.com/audience-cloud-deletion/) to request a deletion of their Application User Information or [click here](https://www.acxiom.com/audience-cloud-update/) to request a correction of the requestor’s previously provided first name and surname (last/family name). In the event of such request, Application User’s access to the Application will be terminated and all Application User Information will be deleted from the Application. Pursuant to the requirements of Article 13(1) of the General Data Protection Regulation (GDPR), with respect to consumer inquiries related to your rights, following is the contact details for Acxiom:

Acxiom LLC

Attn: Consumer Advocate
P.O. Box 2000
Conway, AR, USA 72033-9928

Telephone: 001-501-342-2722

Email: privacyshieldoptout@acxiom.com

Data Protection Point of Contact: Mr. J. Abbott

Notwithstanding anything to the contrary in this or any other Agreement between Client and Acxiom, Client acknowledges and agrees that Acxiom may use information it collects from the use of any Application User ID to improve, enhance and evaluate the Application, including troubleshooting, facilitating support, and for communication purposes. Acxiom may disclose any non-PII about Application Users without disclosing the source of such information to its affiliates, partners and contractors that are reasonably associated with the Application.

AUDIENCE CLOUD APPLICATION AND SERVICES.

Through the Application and services, Client may utilize Acxiom Data for the creation and distribution of an Audience Match File for targeting on the selected Partner’s or Partners’ properties. As permitted, Acxiom will distribute an Audience Match File to the selected Partner(s) as described below. Where Client elects to distribute an Audience Match File through the Application, such election will constitute Client’s agreement to the details of the applicable campaign in compliance with this Agreement. Audience Match Files will only be distributed where such files meet at least the minimum number of records required by the applicable Partner (such requirements may vary by Partner). Client will be notified of the selected Partner’s required minimum requirements via the Application during distribution. Every Audience Match File distribution through the Application is subject to approval and acceptance by the selected Partner(s), and Acxiom has no responsibility or liability for any such Partner’s acceptance or rejection of any Audience Match File.

Acxiom will process and match Client-selected Acxiom Data against the database of the selected Partner’s subscriber IDs as hosted by Acxiom. The resulting matches will be used to create an Audience Match File that Acxiom will distribute to such Partner at the direction and for the benefit of Client. Client may suppress query results before finalizing Audience Match File creation by selecting either (i) previous orders placed through the Application, or (ii) Client Data file(s) as uploaded through the Application. Additional suppression options may be made available by Acxiom during the Term.

Audience Match Files will be used by Acxiom solely to perform these services. Client media buy(s) and/or resulting campaigns, as well as any further use or retention of any Audience Match Files provided by Acxiom to any Partner pursuant to this Agreement, are subject to the applicable Partner Agreement and are outside Acxiom’s scope and responsibility. Following distribution to the selected Partner(s), Acxiom will delete both the Client Data and Audience Match File(s) after ninety (90) days.

Client will neither receive nor be able to view any Audience Match File created or contents thereof.

TERMS AND CONDITIONS

Client acknowledges and agrees that its ad purchases from each Partner in connection with Client’s use of the Application are subject to the applicable Partner Agreement(s).

Each Partner to which an Audience Match File is distributed pursuant to this Agreement is an intended third party beneficiary of the terms and conditions set forth in this Agreement with the right to enforce its terms directly against Client.

Where Client is acting as an agency or publisher using the Application and services for the benefit or on behalf of its advertiser customer (each an “Advertiser”), Client will, as applicable, either itself comply (and assume all responsibility and liability for compliance) or cause Advertiser to comply with all requirements of this Agreement. As an agency or publisher, Client shall defend, indemnify and hold harmless each applicable Partner, each such Partner’s affiliates, and their respective directors, officers, employees and agents from any and all claims, suits, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) resulting from or relating to Client’s and each of its Advertiser’s actual or alleged breach of the representations, warranties and covenants set forth in this Agreement.

Where applicable, Client acknowledges that it is solely responsible for correctly inputting its Partner account ID(s) when using the Application for the distribution of Audience Match Files. The Audience Match Files will be shared with all accounts input by Client at the time of distribution. Client acknowledges and agrees that Acxiom shall have no liability or responsibility for any distributions to any Partner account(s) due to Application User input error or Application User’s fraudulent or otherwise unauthorized use or provision of any Partner account ID(s).

Client acknowledges and agrees that any Partner may provide to Acxiom detailed billing and invoice information for media buys between Client and such Partner associated with the Application and Audience Match File(s). Such reports shall remain the Confidential Information of Client and such Partner and will only be used by Acxiom for billing and invoicing purposes with Partner.

The Application and Acxiom Data may be used for Clients’ online marketing programs to consumers. In all consumer marketing uses, the Acxiom Data is to be used to determine a consumer’s interest in or likelihood to respond to a Client solicitation and not for exclusionary or discriminatory purposes. When the Acxiom Data is used in online marketing programs, the Acxiom Data may be used as selection criteria for purposes of identifying the advertising target for marketing solicitations via email or online advertising campaigns as provided by the selected Partner(s); provided, however, that no demographic data elements from the Acxiom Data are output or otherwise provided to any third party (including, but not limited to, any Client) in connection with such campaigns. Further, Client’s use of Acxiom Data in the targeted audience selection process is subject to Client’s (and, where applicable, the applicable Advertiser’s) compliance with all applicable laws, rules and regulations, as well as applicable privacy policies, principles and/or best practices of the Digital Advertising Alliance.

Client shall not use the Application or any part or output thereof in connection with the promotion or advertisement of, or in any other way connected with: (i) the sale or exchange of any illegal or illicit products or services or promoting unlawful activities, including, pornography, illegal drugs or illegal weapons; (ii) the promotion or advertisement of credit repair services; or (iii) the determination of eligibility for credit, insurance, or employment.

All marketing communications used in connection with the Application shall: (i) be used for affirmative marketing purposes only and not for exclusionary purposes; (ii) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient’s PII; (iii) comply with applicable privacy policies; and (iv) be in good taste in accordance with generally recognized standards of high integrity.

If additional or revised restrictions are imposed on Acxiom by an Acxiom data source related to use of any Acxiom Data or resulting Audience Match File, Acxiom will promptly advise Client in writing of such additional restrictions. Unless a shorter timeframe is required and specified in the notice, Client shall have thirty (30) days to comply with the additional restrictions. If Client is unable or unwilling to comply with the additional restrictions, then: (i) Client shall notify Acxiom in writing and discontinue using the affected Acxiom Data and Audience Match File(s); and (ii) Acxiom shall suspend any further use of such Acxiom Data and creation of use of Audience Match Files by Client.

It is solely Client’s responsibility to ensure that the most current suppression information has been applied to Client Data before such files are used for marketing (as applicable).

The Application (and all parts thereof) and the information available therein are of U.S. origin. Each party shall comply with all applicable international and national laws that apply to the services and the information contained within the Application, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments; provided, however that, the platforms and systems on which the Application reside and the services are performed, and on which the services are accessed by an Application User, may reside in any location worldwide.

Any Application User’s access to or use of the Application or any part thereof shall not create in Client or any other person any right, title or interest in or to the Application or any part or output information thereof, or in or to any underlying intellectual property. The Application, the Acxiom Data, outputs, and all parts thereof are the proprietary property of Acxiom or the applicable Partner and are protected under intellectual property laws, other laws and international treaty provisions. The structure, organization, software and code of the Application and the Acxiom Data are the valuable trade secrets and Confidential Information of Acxiom. Ownership of, as well as all right, title and interest to, the Application, the Acxiom Data, all source code, and all copies, derivative works, modifications, translations and merged portions thereof, as well as all intellectual property related thereto, shall at all times remain with Acxiom and/or its suppliers. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE EXPRESSLY RESERVED TO ACXIOM.

WARRANTIES

Each party represents and warrants to the other that: (i) it is an entity in good standing under the laws of its state of incorporation; (ii) it has full power and authority to enter into and perform its obligations under this Agreement; (iii) the execution and delivery of this Agreement have been duly authorized; (iv) it will comply with all applicable laws, rules and regulations; and (v) this Agreement does not violate any law, statute or regulation and does not breach any other agreement or covenant to which it is a party or is bound.

Acxiom further represents and warrants that: (i) it has the necessary equipment, computer capacity, software, programs and trained personnel to properly provide the services; and (ii) it has implemented and maintains an information security program that contains administrative, technical, and physical safeguards that are appropriate to its size, the nature and scope of its activities, and the sensitivity of any information at issue.

Client further represents and warrants that: (i) all Client Proprietary Information has been legally obtained; (ii) it has the right to use and provide such information to Acxiom in association with the services; (iii) to the best of Client’s knowledge, Client’s use of the Application and/or the services will not cause or require Acxiom to violate any applicable law, rule or regulation; (iv) it will only use the Application and the Client Data (including each Partner’s services) in compliance with applicable foreign and domestic federal, state and local laws and government rules and regulations (including any laws, directives or regulations relating to privacy, consumer protection, databases, data collection or data transfer) and Client’s applicable privacy policies; (v) it has provided proper notice and secured proper consent for the collection and use of the Client Data in connection with the Application and all applicable services; and (vi) it has procured all rights and licenses, and has all power and authority, necessary to provide and use the Client Data and grant the rights granted to Acxiom in this Agreement without the additional consent of any additional third party.

Client further represents, warrants and covenants that, in connection with the Application and all applicable services pursuant to this Agreement, Client shall neither provide to Acxiom nor cause Acxiom to use any: (i) PII related to a data subject under the age of thirteen; (ii) Social Security number with or without the associated name; (iii) mother’s maiden name with the associated name; (iv) driver’s license or other government issued identification card numbers with the associated name; (v) telephone numbers identified as unlisted or unpublished; (vi) credit, debit card or financial account numbers with the associated name and any required PIN or access code; (vii) personally identifiable payroll/financial information, including employee identification numbers; (viii) financial data that implicates or is governed by the Fair Credit Reporting Act or similar laws, rules or regulations; or (ix) personally identifiable health information or any data that implicates or is governed by the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act or similar laws, rules or regulations.

Where Client is acting as an agency or publisher using the Application and services for the benefit or on behalf of an Advertiser, Client further represents, warrants and covenants that Client: (i) is either the authorized agent of such Advertiser or as publisher has acquired in writing from Advertiser all necessary rights and permissions to utilize the Application and services on behalf of or for the benefit of Advertiser; (ii) has the legal authority to bind the Advertiser to the applicable requirements of this Agreement; (iii) Client has the authority and all necessary rights to provide and use Client Data as set forth in this Agreement; and (iv) Client is authorized to make all decisions and take all actions related to Advertiser’s account as related to the Application and services through a written agreement with Advertiser that provides Client with such authority.

Acxiom warrants that the Acxiom Data will be, upon use through the Application, as current, accurate and complete as may be reasonably achieved using the source data, compilation and data processing methods normally employed by Acxiom. Notwithstanding the foregoing, Acxiom does not attempt to independently verify the completeness, accuracy or authenticity of information on which the Acxiom Data is based, but Acxiom does exercise reasonable prudence in its selection of such information sources. Except as expressly stated herein, the Acxiom Data is provided “AS IS” and “AS AVAILABLE.”

ACXIOM EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF THE APPLICATION OR ANY PART THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS OTHERWISE EXPRESSLY STATED, THE APPLICATION AND ALL INFORMATION AND ACXIOM DATA AVAILABLE THROUGH THE APPLICATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED HEREUNDER, INCLUDING IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Either party may suspend performance under this Agreement if, in its reasonable judgment, such performance would be illegal or otherwise in violation of any applicable law, rule or regulation. Such a suspension shall not constitute a default under this Agreement. In such cases, the parties agree to use commercially reasonable efforts to find and implement an alternative method of performance.

CONFIDENTIALITY / PROPRIETARY INFORMATION

All Client Proprietary Information shall be held in confidence by Acxiom. Acxiom shall not, unless otherwise expressly stated in this Agreement, disclose to any third party or otherwise use the Client Proprietary Information without Client’s prior consent.

All Acxiom Proprietary Information shall be held in confidence by Client and not disclosed to any third party or otherwise used without Acxiom’s prior consent. Client shall have no rights in or to any Acxiom Proprietary Information except as otherwise stated in this Agreement. Acxiom retains unrestricted rights in any ideas, concepts and techniques Acxiom may use in providing the Application and the Acxiom Data. Acxiom shall be free to reuse any ideas, concepts or know-how developed or acquired during the performance of this Agreement exclusive of Client Proprietary Information. Client shall not use or make copies of any Acxiom Proprietary Information except as required under this Agreement or as necessary for Client to utilize the Application, and shall limit access to Acxiom Proprietary Information to its own employees, agents and consultants strictly on a need-to-know basis.

Any information, comments, suggestions, ideas or materials (including original or creative materials) provided by Client or Application Users to Acxiom about the Application or the Acxiom Data shall, upon Acxiom’s receipt, become Acxiom Proprietary Information. Acxiom is free to use, copy, modify and/or distribute any such “feedback” to others, without limitation, for any purpose, commercial or otherwise, without obligation, compensation or acknowledgement to Client; provided, however, that Acxiom will not disclose Client’s or any applicable Application User’s identity in connection with the feedback.

The provisions of this Agreement related to confidentiality and proprietary information shall survive any termination of this Agreement.

REMEDIES / INDEMNIFICATION / LIMITATION OF LIABILITY

Remedies

Acxiom’s sole obligation and Client’s exclusive remedy for any claim arising out of the Application or the Acxiom Data shall be to correct or re-perform the particular services in question. In no case shall Acxiom have any liability to Client for the non-delivery to any Partner of an Audience Match File via the Application or for Client’s failure to correctly input all necessary information in the proper form and format.

Should the Application or any part thereof (including, but not limited to, the Acxiom Data), become, or in Acxiom’s opinion, be likely to become, the subject of a claim of infringement, Acxiom may terminate this Agreement immediately upon notice to Client. This section states the entire liability of Acxiom and the sole and exclusive remedy of Client with respect to any claim of infringement. Acxiom shall not have any liability or obligation to Client for any infringement claim to the extent caused by or based: (i) the combination of materials with other products or services not furnished or authorized by Acxiom; or (ii) additions or modifications made to the materials after delivery that are not made by Acxiom or as authorized by this Agreement.

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING LOST INCOME, LOST REVENUE, LOST PROFITS, AND DAMAGES FOR LOSS OF GOODWILL, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY, REGARDLESS OF THE FORM IN WHICH ANY LEGAL ACTION OR EQUITABLE ACTION MAY BE BROUGHT, INCLUDING ANY ACTION IN TORT OR CONTRACT. Each party shall have a duty to mitigate damages for which the other party is responsible.

Notwithstanding the foregoing, these limitations of liability shall not apply to Client’s indemnification obligations under this Agreement solely with respect to actual judgments which Acxiom is required to pay to third parties for amounts arising from Client’s gross negligence, intentional misconduct, or material violation of any applicable law, rule or regulation. The limitations of liability in this Agreement shall in no way be affected by the legal theory or form under which any action is brought. Further, these limitations are independent from all other provisions of this Agreement and shall apply notwithstanding the failure of any remedy provided herein.

Indemnification

Client shall indemnify and hold Acxiom, its agents and employees harmless from and against any third party claim, action or liability (including damages, costs, expenses and reasonable attorneys’ fees), that may arise against Acxiom: (a) resulting from or in connection with Client’s failure to comply with any applicable law, rule or regulation or the terms of this Agreement; (b) any Client campaign resulting from or in connection with Client’s use of the Application or the services; (c) the misappropriation of Acxiom’s intellectual property by Client or through use of an Application User ID for which Client is responsible; (d) any incorrect, fraudulent or unauthorized use of a any Partner account or Partner account ID; and/or (e) any expenses, including any taxes, which were Client’s responsibility. Client shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided, however, that Acxiom shall have the right to participate in any such litigation insofar as it concerns claims against Acxiom. The right to participate includes Acxiom’s right to select and retain counsel to represent Acxiom at its own expense. Acxiom will cooperate to the extent necessary in the defense of any claim within the scope of these indemnities.

SUSPENSION AND TERMINATION

Either party may terminate or suspend this Agreement immediately upon written notice to the other party. Upon termination: (a) the rights granted by each party to the other will cease immediately (except as set forth in this provision); and (b) upon request, each party will promptly destroy all other Proprietary Information of the other party in its possession.

ADDITIONAL TERMS

Acxiom may modify this Agreement from time to time and will provide notification that updates have been made by providing a message at log in. Client’s continued use of the Application after notification of updates shall constitute Client’s acceptance of the modified terms and conditions. Acxiom may also from time to time produce updates or enhancements to the Application that do not require any additional terms of use for such new service. Client may begin using any such updates or enhancements upon its general release by Acxiom.

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles, and shall benefit and be binding upon the parties hereto and their respective successors and assigns. Each party hereby consents to the exercise of jurisdiction by courts situated in Delaware.

The Application and any parts thereof provided pursuant to this Agreement may be provided or performed, in whole or in part, by employees or contractors of Acxiom or its subsidiaries or affiliates from any location. Any act or omission of such employees or contractors in violation of this Agreement shall be deemed to be the act or omission of Acxiom, for which Acxiom will be liable in accordance with, and subject to, the terms hereof.

Neither party may assign its rights and/or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that no consent shall be required for assignment by Acxiom to an affiliated corporation or other entity under common control.

Neither party shall be liable for any losses arising out of the delay or interruption of its performance of obligations under this Agreement due to any act of God, act of governmental authority, act of public enemy, terrorism, war (whether or not declared), riot, flood, civil commotion, insurrection, power outage, severe weather conditions, or any other cause beyond the reasonable control of the party delayed.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all written or oral prior agreement and understandings between the parties.

The words “include”, “includes”, “including”, and “e.g.”, when following a general statement or term, are not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its scope.

The descriptive headings of the sections of this Agreement are for convenience only and do not constitute a part of this Agreement.

If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect any of the other provisions herein.

Failure or delay by either party in exercising any right hereunder shall not operate as a waiver of such right.

Facebook as Partner

Where Client uses the Application and distributes an Audience Match File to Facebook (as Partner):

Client acknowledges and agrees that its ad and services purchases from Facebook in connection with such use of the Application are subject to separate terms and conditions between Client (or the applicable Advertiser where Client is acting as an agency or publisher) and Facebook, including Facebook’s Advertising Guidelines (currently accessible at <https://www.facebook.com/ad_guidelines.php>, as updated by Facebook from time to time).

As required by Facebook, and in connection with Client’s targeting advertising on Facebook, Client acknowledges and agrees that Acxiom will be required by Facebook to accept, on Client’s behalf, Facebook’s “Custom Audience Terms”, currently accessible at <https://www.facebook.com/legal/terms/customaudience>. Client hereby agrees that it makes the advertiser warranties set forth in the Custom Audience Terms and agrees to comply with all other terms applicable to advertisers in the Custom Audience Terms. Client acknowledges that Facebook may update such terms at any time, and it shall not be Acxiom’s obligation to monitor such terms or notify Client of any changes thereto. Prior to requesting the Services, Client certifies that, by requesting the Service, Client has reviewed the then-current version of the Custom Audience Terms and authorizes Acxiom to accept such terms on Client’s behalf. In connection therewith, Client agrees to provide to Acxiom, where applicable, monthly usage reporting as specified in pricing documentation and/or instructions to be provided to Client by Acxiom.

Client represents, warrants and covenants that: (i) it has and will provide to Acxiom all Client Data to be used in connection with the Application in compliance with applicable foreign and domestic federal, state and local laws and government rules and regulations (including any laws, directives or regulations relating to privacy, consumer protection, databases, data collection or data transfer) and Client’s (and/or Advertiser’s, as applicable) applicable privacy policies; (ii) it has provided proper notice and secured proper consent for the collection and use of Client Data (as applicable) in connection with the Application and Partner services; and (iii) it has procured all rights and licenses, and has all power and authority, necessary to provide the Client Data to Acxiom, and grant the rights granted to Acxiom, without the additional consent of any additional third party.

Where Client is acting as an agency or publisher using the Application for the benefit or on behalf of its Advertisers, Client will, as applicable, either comply or cause such Advertiser(s) to comply with all requirements in the “Facebook as Partner” sections above. Client shall defend, indemnify and hold harmless Facebook, Facebook’s affiliates, and their respective directors, officers, employees and agents from any and all claims, suits, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) resulting from or relating to Client’s actual or alleged breach of the representations, warranties and covenants set forth in this “Facebook as Partner” section of this Agreement. Facebook is an intended third party beneficiary of the terms and conditions set forth in this “Facebook as Partner” section with the right to enforce its terms directly against Client and any applicable Advertiser.

Verizon Media as Partner

Where Client uses the Application and distributes an Audience Match File to Verizon Media (as Partner) for use in connection with Verizon Media services:

Notwithstanding the requirements for a Partner Agreement, Client acknowledges and agrees that while Client may not have an existing agreement with Verizon Media at the time Client authorizes Acxiom to send Client’s resulting Audience Match File to Verizon Media, such authorization by Client relieves Acxiom of all responsibility and liability for any and all use and storage of the Audience Match File once distributed to Verizon Media and outside of Acxiom’s control.