

AUDIENCE BUILDING AGENCY SPECIAL TERMS (AGENCY ONLY)

VERSION 1.0

1. Definitions

Words defined in the Experian Terms and Conditions Version 4.4 (“**Terms and Conditions**”) and the Audience Building Form shall have the same meaning when used in these Audience Building Special Terms (Agency only).

Actionable Audience(s): means a group of digital IDs that can be loaded into Facebook via Custom Audiences to enable the provision of targeted advertising on behalf of an Advertiser or Agency.

Advertiser: the party who has its brand, services or products to promote in Facebook, using the Actionable Audience, that either directly or through a third party (for example an Agency) benefits from the Services;

Agency: The party appointed by the Advertiser as the Advertiser’s marketing agency under a separate agreement;

Audience Building Form: the document signed by the Client and Experian in relation to the Actionable Audiences, which shall form part of the Agreement.

Campaign: the Advertiser’s promotional activity where the Advertiser wishes to promote its brand, services or products to an Actionable Audience within an agreed timeframe (if any) in accordance with the Audience Building Form;

Campaign Usage Report: a report provided by the Client detailing and confirming the volume and type of Experian Data used in Campaign(s) and Campaign spend where an Actionable Audience has been used.

Client Data: notwithstanding the definition of Client Data under the Terms and Conditions, for the purposes of this Agreement, Client Data shall mean any of the data (including Personal Data) and/or databases supplied by an Advertiser or supplied by an Agency (where the Agency is the Client and is providing data on behalf of the Advertiser).

Custom Audience: is an Actionable Audience once it is loaded into the Facebook Custom Audience feature.

Facebook: means Facebook, Inc., a Delaware corporation with a place of business at 10 Hacker Way, Menlo Park, California 94025 or any successor provider of the social media platform known as Facebook or any group company.

Hashed Data: as defined in the Audience Building Form.

2. Permitted Purpose & Permitted Users

2.1. The Permitted Purpose shall be the use of the Actionable Audiences within Facebook, for targeted advertising (including, but not limited to, the exclusion of ID’s from such targeted advertising), by the Client for the benefit of the Permitted User (being the Advertiser) listed in the Audience Building Form only.

2.2. The Permitted User, being the Advertiser listed in the Audience Building Form shall have the “Right to Receive” which means the right for the Client to make the Services available to such Permitted User.

3. Additional Terms

3.1. In relation to the Experian Data used to build the Actionable Audiences, Experian warrants and represents that it has done all things necessary to ensure compliance with Data Protection Legislation and that Experian Data used to build the Actionable Audiences has been collected and processed in a lawful manner.

- 3.2. The Client acknowledges and accepts that it, or its Permitted User, will be using the Actionable Audiences for the Permitted Purpose only and for its own use and as such it is the Client and/or the Permitted User's responsibility to comply with all applicable laws and regulations, including, but not limited to, the GDPR.
- 3.3. The Client is able to access Facebook advertising services and it does that solely at its own risk. Experian shall have no liability or obligation whatsoever in relation to the activation of the Actionable Audiences in Facebook, targeted advertising using the Actionable Audiences or use of the Advertiser's Facebook account. Experian takes no responsibility and has no liability for the performance of the Advertiser's targeted advertising.
- 3.4. The Client acknowledges and accepts that it or its Permitted User's use of the Actionable Audiences for advertising purposes is subject to the availability of the Facebook advertising services, and is made available to Client subject to the Facebook terms and conditions, policies or rules that Facebook may impose to the Client (as set out at <https://www.facebook.com/legal/terms/customaudience> or such other link as Facebook identifies from time to time) ("**Facebook Terms**"). The Client is at all times responsible for ensuring its compliance, and its Permitted User's compliance where applicable, with the Facebook Terms.
- 3.5. Facebook's Custom Audience feature allows the Client to create Actionable Audiences, as defined in this Agreement, using (i) Experian Data only; or (ii) the Client's Data together with Experian Data. When using Facebook's Custom Audience feature, the Data used to build the audiences is Hashed Data.
- 3.6. The Client warrants and represents that it has done all things necessary to ensure compliance with Data Protection Legislation.
- 3.7. Experian will provide the Client with the Actionable Audiences, to enable the Client to target its or the Permitted User's (if applicable) advertising, which shall be processed by the Client in its capacity as data controller, independent of Experian.
- 3.8. Once Experian produces and has received instruction to load the Hashed Data into the Facebook Custom Audiences feature the Client becomes the data controller in its own right and will assume all responsibilities with respect to such data, e acting on behalf of the Advertiser in its capacity as Agency. Experian will act as the Processor of such Hashed Data. The data controller determines the lawful basis, the purposes and the means of processing the Personal Data.
- 3.9. In the event that Experian is required to load the Hashed Data into Facebook Custom Audiences on behalf of the Client, the Client will ensure that Experian has the right to access the Advertiser's Facebook account in order to perform the load of the Hashed Data.
- 3.10. The Client represents and warrants and procures that it holds and maintains all the necessary rights, permissions, authorisations or licences in place with the Advertiser to act on the Advertiser's behalf in respect of the Services and the Client Data and will also ensure that Experian has the right to on-board the Hashed Data into the Advertiser's Facebook account.
- 3.11. By permitting Experian to upload and pass to Facebook the Hashed Data, the Client agrees that Experian may accept Facebook's terms and conditions relating to Custom Audiences on behalf of the Client and the relevant Advertiser.
- 3.12. The Client shall keep adequate and accurate records of the Campaigns run where the Actionable Audience is being used and provide Experian with monthly Campaign Usage Reports within (5) days of the start of every month throughout the duration of this Agreement. In addition to the Audit rights in clause 5 of the Terms and Conditions, Experian may, upon 14 days' notice require the Client to provide all reasonable information necessary for ascertaining for example, whether there was the correct use of the Actionable Audiences or whether there was an underpayment of the Experian Fee under the Audience Building Form.
- 3.13. In addition to the indemnity set out in clause 8.1 of the Terms and Conditions, the Client shall fully indemnify and hold harmless Experian and its directors officers, employees and agents from all claims brought by Facebook arising out or in connection with any breach by the Client of the Facebook Terms.
- 3.14. Where Experian Data is used as part of the Audience Service, the Client agrees to comply with the Special Terms and Conditions related to ConsumerView available on www.experian.co.uk/msg-legal.