



## LIVERAMP ACTIONABLE AUDIENCE SPECIAL TERMS

(December 2024)

### DEFINITIONS AND INTERPRETATION

1.1 In these LiveRamp Actionable Audience Special Terms, the following words shall have the following meanings:

**Actionable Audience(s):** means a group of digital identifiers that can be loaded into Destinations to enable the provision of programmatic advertising on behalf of an Advertiser or Agency.

**Activation** or “**activate**” or “**activated**” or “**activating**”: means the distribution of Audiences into the technical environment of a Destination for operation and measurement of targeted advertising campaigns.

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

**Agency:** the entity appointed by the Advertiser as the Advertiser’s marketing agency under a separate agreement with the Advertiser directly.

**Agreement:** the agreement entered into between the Client and Experian for the provision and use of the Digital Advertising Services (DRM\_ID: PD150107), which incorporates these LiveRamp Actionable Audience Special Terms.

**Client:** Experian’s client under the Agreement, who may be either an Advertiser or an Agency.

**Destination:** as defined in the description of the Services in the applicable Work Order.

**End Points:** means a Marketing Application or Premium Publisher (as applicable).

**LiveRamp:** LiveRamp UK Limited (company number: 11393386).

**LiveRamp Key:** means a technical internal identifier generated by LiveRamp by applying a proprietary algorithm including a process of pseudonymisation and encryption of information.

**LiveRamp Platform:** LiveRamp’s Safe Haven Platform which facilitates the Activation of Actionable Audiences.

**Marketing Application:** means any third-party cookies, mobile or TV based applications used for marketing purposes, such as in particular DSPs, SSP, Adservers or DMPs to which the Actionable Audiences may be activated under the Client’s instruction.

**Premium Publisher:** means any advertising platform accessible via a “profile login” (including Spotify, Facebook, Google, Snapchat, Pinterest, LinkedIn and Twitter) to which the Actionable Audiences may be activated under the Client’s instruction.

**Seat:** means a user account within a Destination.

**Segments:** means a grouping of Actionable Audience members who share common characteristics and/or behaviour.

1.2 Unless otherwise defined, capitalised terms used in these LiveRamp Actionable Audience Special Terms shall have the meaning given to them in the Agreement.

1.3 The definitions of “Client Data” and “Experian Data” within the Terms and Conditions shall be deleted in their entirety and replaced with the following:

*“Client Data: Any of the data (including Personal Data) and/or databases supplied by the Client and provided to Experian in connection with this Agreement but excluding any data supplied or made available to the Client by Experian;”*

*“Experian Data: Any of the data (including Personal Data) and/or databases and/or scores that is either supplied by Experian to the Client, or used (whether by Experian on behalf of the Client or by the Client itself) within the LiveRamp Platform, in connection with this Agreement but excluding the Client Data;”*

1.4 These LiveRamp Actionable Audience Special Terms shall form part of the Agreement.

#### **PART 1: SPECIAL TERMS APPLICABLE FOR ALL SERVICE CONFIGURATIONS**

1. The Client's use of the Actionable Audience on the applicable Destination is solely at its own risk. Experian shall have no liability or obligation whatsoever in relation to either the (i) targeted advertising using the Actionable Audiences; or (iii) use of the Destination's account. Experian takes no responsibility and has no liability for the performance of the Advertiser's targeted advertising.
2. If the Client under this Agreement is an Advertiser appointing an Agency to act on its behalf as a Permitted User, the Client must instruct the Agency to use the Actionable Audience only in accordance with the terms of this Agreement.
3. If the Client under this Agreement is an Agency acting on behalf of Advertisers, it will represent and warrant and procure 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 all Client Data (if any).
4. Each party will comply with any legally binding guidelines issued by the applicable professional organisations regarding the protection of Personal Data and targeted online advertising, in particular the recommendations of the Interactive Advertising Bureau Europe (the “**IAB**”).
5. Experian may disclose to LiveRamp:
  - a. the name of the Client;
  - b. information relating to the duration of this Agreement and the fees payable under this Agreement, including any relevant sections of this Agreement.
6. For the avoidance of doubt, the LiveRamp Platform, LiveRamp Keys and other technologies used to provide the Services (if any) shall be Experian Materials for the purposes of this Agreement.

#### *Use of Services*

7. The Client shall not use the Services to send or facilitate any advertising for (i) adult entertainment, i.e., pornography, (ii) firearms (iii) tobacco (iv) illegal gambling, (v) any other product or service that is illegal in the country in which it is sent or received, including without limitation to discriminate on the basis of race, gender, religion, sexual orientation or in a way that could be deemed unfair under Applicable Law. Furthermore, the Client shall not use the Services for the purposes of (vi) employment eligibility, (vii) credit eligibility, (vii) health care eligibility, or (viii) insurance eligibility underwriting and pricing.
8. The Client shall not attempt to:
  - a. make any association between any pseudonymous data and Personal Data that it may have access to via the Services in order to circumvent any technical and operational measures put in place, or any other measure that may result in the re-identification of individuals; or
  - b. reconstruct the source information of any data that has been pseudonymised by Experian or LiveRamp, to make any association with Personal Data.

9. Upon request by the Client, Experian may arrange for new End Points to be created. In the event a new End Point is created, the Client must provide the identifiers for the End Point (including the platform, Seat ID) and any other mandatory information. The Client is responsible to perform any other process implied before the setup of the End Point, including whitelisting if needed.
10. The Client agrees and acknowledges that:
  - a. Experian shall not be liable for any breach of this Agreement to the extent that such breach is caused by Experian following and/or carrying out the Client's instructions in respect of Actionable Audiences; and
  - b. the Client, when providing instructions to Experian in respect of Actionable Audiences, does not delegate, outsource or sub-contract any of its legal or regulatory obligations under Applicable Law and the Client remains responsible for such obligations.

#### *Activations*

11. When a Client instructs Experian to activate an Audience and to distribute it into the technical environment of the applicable Destination, Experian shall instruct LiveRamp to do the same.
12. The Client agrees that it will not:
  - a. make any illicit use of any of the Experian Data activated using the LiveRamp Platform;
  - b. use the LiveRamp Platform or the Services for any purposes other than those described in this Agreement;
  - c. transmit to any third party any files showing a match between any Pseudonymous Data or LiveRamp Keys and any platform integration IDs; and
  - d. use the Services, or transmit to Experian any Segments, in relation to minors and / or created on the basis of data constituting "special categories" (as defined in Data Protection Legislation) of Personal Data.

#### *Destinations*

1. The Services are used in connection with a number of Destinations as at the Live Date, details of which can be provided upon request. Following a request from the Client for the Services to be used in connection with an additional Destination which is not already connected to and used in connection with the Services at the Live Date, where such connection is possible, Experian will submit a quotation and, upon the Client's written acceptance of such quotation and agreement of the related Destinations, Experian will facilitate the connection of the additional Destination.
13. 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 applicable Destination services, and is made available to the Client subject to any terms and conditions, policies or rules that the Destination may impose on the Client ("**Destination Terms**"). The Client is at all times responsible for ensuring its compliance, and its Permitted User's compliance where applicable, with the Destination Terms.
14. Where the Client instructs Experian to select (or the Client selects itself by virtue of its direct access to the LiveRamp Platform, in accordance with the terms of this Agreement) a Seat in a Destination, the Client:
  - a. warrants it has a valid agreement in place with that Destination;
  - b. acknowledges that any service, content or tool provided by a Destination is separate from the Services performed by Experian and/or LiveRamp and that neither Experian nor LiveRamp shall be liable, directly or indirectly, for any service, content or tool provided by any Destination (any attempt to hold Experian and/or LiveRamp responsible for any service, content or tool provided by a Destination may be considered a violation of this Agreement);

- c. warrants and represents that it has done all things necessary to ensure compliance with Data Protection Legislation and including implementing appropriate safeguards with the Destination for the security of Personal Data, in accordance with Data Protection Legislation; and
  - d. acknowledges and agrees that Experian is not responsible for the distribution of any marketing material or advertising from the Destination.
15. Specific conditions for Activations in specific Destinations.
- a. Activation in Facebook. Where the Client instructs Experian to select (or the Client selects itself by virtue of its direct access to the LiveRamp Platform, in accordance with the terms of Appendix 1) “Facebook Business Manager” and/or “Facebook Conversion API” as its destination (campaign management tools), the Client:
    - i. warrants that, in connection with the Services provided hereunder, it has entered into an agreement with Meta regarding its use of Meta’s advertising products or services, including (but not limited to) the terms and conditions applicable to the use of Meta’s advertising tools (currently available at <https://www.facebook.com/policies/ads/>) (hereinafter the “Meta Advertising Standards”) and the terms and conditions relating to the use of Facebook’s “Customer List Custom Audience” service (currently available at <https://www.facebook.com/legal/terms/customaudience/>) (hereinafter the “**Facebook Customer List Custom Audience Terms**”), each of which may be updated by Meta from time to time;
    - ii. acknowledges that the Actionable Audiences distributed pursuant to the Facebook Customer List Custom Audience Terms constitute “Audiences” as such term is defined in the Facebook Customer List Custom Audience Terms;
    - iii. acknowledges that in performing the Services hereunder, LiveRamp is acting as an “agent” for the Client (as the term “agent” is used in the Facebook Customer List Custom Audience Terms) and thereby authorises LiveRamp to distribute the Audiences to Meta on its behalf. In any event, both Parties acknowledge and agree that there is no agency relationship between the Parties under this Agreement (or between LiveRamp and the Client); and
    - iv. acknowledges and agrees that it is bound by the Facebook Customer List Custom Audience Terms for each Audience distributed to Facebook, and LiveRamp is obligated to bind the Client to the Facebook Customer List Custom Audience Terms.
  - b. Activation in Google. Where the Client instructs Experian to designate (or the Client designates itself by by virtue of its direct access to the LiveRamp Platform, in accordance with the terms of Appendix 1) Google Customer Match as a destination, the Client:
    - i. warrants that it has concluded a valid contract with Google Inc. regarding its use of Google advertising products and services;
    - ii. undertakes to comply at all times with the requirements defined in <https://support.google.com/adwordspolicy/answer/6299717>;
    - iii. undertakes to comply with its obligations as data controller regarding the processing of Experian Data and active Segments for the Term and in accordance with the terms of this Agreement;
    - iv. undertakes not to use Experian Data and active Segments in order to unfairly discriminate any individual; and
    - v. undertakes to have put in place all appropriate safeguards with Google to protect the concerned data subjects in accordance with the Data Protection Legislation.

16. Experian's sole obligation and the Client's exclusive remedy for any claim of defective Services is to correct, re-perform, or re-deliver, as applicable, the Services or products in question without charge or, if re-performance is commercially impracticable, to refund the price paid by the Client for such Services or products. The Client must provide written notice to Experian of any such claim in sufficient detail with any necessary backup information or documents. Without prejudice to Clause 4.1 of the Terms and Conditions, the Client acknowledges that some corrections of errors in the Services (if required) are dependent on the availability of the same from the source of the applicable data.
17. Experian may suspend or discontinue the performance of its obligations under this Agreement by providing as much notice as is reasonably practicable if such performance would violate any Applicable Law, rule, or regulation. Such action shall not constitute a breach of this Agreement. The Parties will use commercially reasonable efforts to implement an alternative method of performing the Services.
18. The Client hereby acknowledges that the Services provided hereunder have been developed and created at great time and expense and that Experian and its third party licensors has a proprietary interest therein. The Client further acknowledges that Experian and/or its third party licensors may suffer great harm if the Client misappropriates any pseudonymous data made available to the Client through its use of the Services. Accordingly, Experian may seek injunctive or other equitable relief against the breach or threatened breach of this Agreement in addition to any other legal remedies which may be available.

#### *Variations to Terms and Conditions*

19. The following shall be added as a new Clause 8.2.4 to the Terms and Conditions:  
*"the indemnifying party shall have sole control and authority with respect to the defence, settlement, or compromise of any such claim."*
20. The words '(b) any changes in the supply of third party data used in connection with the Services;' shall be deleted from Clause 5.10 of the Terms and Conditions and replaced with the following:  
*"(b) any changes in the supply of third party technologies and/or data used in connection with the Services;"*

#### *Consequences of termination*

21. For the avoidance of doubt, notwithstanding Clause 10 of the Terms and Conditions, on termination or expiry of this Agreement (for any reason), the rights granted by Experian under this Agreement shall terminate immediately and the Client shall immediately cease using the Experian Materials.