



META ACTIONABLE AUDIENCE SPECIAL TERMS (12.08.2024)

DEFINITIONS

Actionable Audience(s): means a group of digital IDs that can be loaded into Meta 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 Meta, 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.

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 Meta Actionable Audience Work Order.

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 (where the Advertiser is the Client) or supplied by an Agency or Agency Group Company as defined (where the Agency is the Client and either the Client or the Agency Group Company is providing data on behalf of the Advertiser).

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

Meta: means Meta, 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 Meta or any group company.

Hashed Data: means transforming data (including Personal Data) by assigning a key or string of characters into another value for the purpose of security.

META ACTIONABLE AUDIENCE SPECIAL TERMS

1. The Client acknowledges and accepts that it, or its Permitted User(s), 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.
2. The Client is able to access Meta 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 Meta, targeted advertising using the Actionable Audiences or use of the Advertiser's Meta account. Experian takes no responsibility and has no liability for the performance of the Advertiser's targeted advertising.
3. 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 Meta advertising services, and is made available to Client subject to the Meta terms and conditions, policies or rules that Meta may impose to the Client (as set out at <https://www.facebook.com/legal/terms/customaudience> or such other link as Meta identifies from time to time) ("**Meta Terms**"). The Client is at all times responsible for ensuring its compliance, and its Permitted User's compliance where applicable, with the Meta Terms.



4. Meta'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 Meta's Custom Audience feature, any Personal Data used to build the audiences is Hashed.
5. 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.
6. In relation to any processing of Personal Data that forms part of:
 - a. Experian Data, after that data has been provided or made available to the Client;
 - b. Client Data; and/or
 - c. Actionable Audiences or Hashed Data,

Experian shall act as Processor on behalf of the Client. Accordingly, any such data shall be Client Data for the purposes of Clauses 18.3 and 18.4 of the Terms and Conditions.

7. In the event that Experian is required to load the Hashed Data into Meta Custom Audiences on behalf of the Client, the Client will ensure that Experian has the right to access the Advertiser's Meta account in order to perform the load of the Hashed Data.
8. 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 Hashed Data only in accordance with the terms of this Agreement.
9. 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 the Client Data and will also ensure that Experian has the right to on-board the Hashed Data into the Advertiser's Meta account.
10. 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 Meta arising out or in connection with any breach by the Client of the Meta Terms.

PERMITTED USERS (GROUP COMPANIES ONLY)

If a Permitted User is named in the Agreement the following terms shall apply.

Section A – Applicable to all Permitted Users

1. For the purposes of this Agreement, the Permitted User Rights shall be the “**Right to Benefit**” which means the right for the Client to use the Services in accordance with the terms of this Agreement on behalf of the Permitted User, so that the Permitted User gets the benefit of the Services.
2. If at any time the Client wishes to add further Permitted Users to the above list, the Client shall provide details of such companies to Experian in writing and such request shall be dealt with as an amendment to this Agreement.
3. The Experian Materials licensed under this Agreement may be used by the Client and the Permitted Users for processing the Client's or the Permitted User's own data for its own internal business purposes only. Such Experian Materials may only be used at the Client's premises or those of a Permitted User. Under no circumstances shall any other third party be given access to or use of the Experian Materials or any part of them.



Section B – Applicable to a Permitted User that is not a Group Company of the Client (“Third Party Permitted User”)

1. The Third Party Permitted User may only benefit or receive and use the Services (i) in accordance with the terms of the Agreement including the Permitted Purpose, (ii) pursuant to a written agreement which includes all of the relevant provisions of the Agreement (in accordance with Clause 19, as varied by the provisions below) (together the “**Access Conditions**”).
2. If any Access Condition ceases to be met, any associated Permitted User Rights shall automatically terminate (without further notice and without liability to Experian) on the date that such Access Condition ceases to be met.
3. The Client shall notify Experian as soon as reasonably practicable if the Third Party Permitted User ceases to be entitled to the Permitted User Rights and will be considered an Ex-Permitted User for the purposes of Clause 19.
4. To the extent permitted by law, Experian accepts no liability, and disclaims any and all liability it may have, to the Third Party Permitted User in relation to the Permitted User Rights provided to the Third Party Permitted User under this Agreement. The Third Party Permitted User shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any terms of this Agreement, and the provisions of Clause 19.1.2 shall not apply to the Third Party Permitted User.