

TD PRIVACY ADDENDUM

The client agreeing to these terms "**Company**"

and

"**The Trade Desk**" or "**TD**"

have entered into a Master Services Agreement, insertion order, or other applicable agreement for Services ("**Agreement**") and the terms of this TD Privacy Addendum (the "**Addendum**") are incorporated by reference therein.

This Addendum reflects TD and Company's agreement on the terms governing Processing of Company Data. TD may make reasonable changes to this Addendum from time to time, and such changes shall become effective immediately upon posting at <https://www.thetradedesk.com/general/privacy-addendum> (or a successor URL). If there is any conflict between the Agreement and the terms set forth in this Addendum, this Addendum will govern. Any capitalized term used but not defined herein shall have the meaning ascribed to it in the Agreement.

This Addendum is dated as of the effective date of the Agreement (the "**Addendum Effective Date**").

1. DEFINITIONS

1.1 "**CCPA**" means the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq.

1.2 "**Company Data**" as used in this Addendum shall mean the data Company imports into the Platform, including but not limited to information about advertising campaigns and Company's account.

1.3 "**Data Privacy Laws**" means the CCPA, any legislative or regulatory amendments or successors thereto, and any applicable implementing local legislation.

1.4 "**Process**" or "**Processing**" means any operation or set of operations that are performed on Company Data, whether or not by automated means, such as the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Company Data.

The terms "**Business**", "**Consumer**", "**Personal Information**", "**Sale**" or "**Sell**", and "**Service Provider**" as used in this Addendum will have the meanings ascribed to them in the CCPA.

2. PROCESSING OF DATA

2.1 **Application of Data Privacy Laws.** This Addendum will only apply to the extent that the Data Privacy Laws apply to the Processing of Company Data, including if Company Data is Personal Information relating to Consumers who are in regions where Data Privacy Laws apply and the Processing relates to the offering to them of goods or services or the monitoring of their behavior in those regions.

2.2 **Service Provider.** TD, acting as a Service Provider in its provision of Services to Company, agrees as follows: TD shall not (a) Sell the Company Data, or (b) retain, use, or disclose the Company Data (i) for any purpose other than for the specific purpose of performing the Services, or (ii) outside of the direct business relationship between Company and TD.

2.3 **Authorization by Third-Party Business.** If Company is a Service Provider, Company warrants to TD that Company's actions with respect to Company Data, including its appointment of TD as another Service Provider, have been authorized by the relevant Business.

3. **CONSUMER REQUESTS**

3.1 TD shall reasonably cooperate with Company if a Consumer provides a verifiable request for (i) access to his or her Personal Information, (ii) information about the categories of sources from which the Personal Information is collected, or (iii) information about the categories or specific pieces of the Consumer's Personal Information. Company shall be responsible for ensuring adequate authentication of such Consumer requests. TD shall use reasonable efforts to inform Company of any request it receives from Consumers with respect to Company.

3.2 In the event Company receives a verifiable consumer request from a Consumer to delete the Consumer's Personal Information that Company has been able to sufficiently authenticate, Company may direct TD to delete the Consumer's Personal Information from its records; provided that TD shall not be required to comply with a request to delete the Consumer's Personal Information if it is necessary for TD to maintain in accordance with the permitted purposes set forth in § 1798.105(d)(1) – (9) of the CCPA.

4. **MISCELLANEOUS**

4.1 The Parties acknowledge and agree that Company has no knowledge or reason to believe that TD is unable to comply with the provisions of this Addendum.

4.2 TD certifies that it understands and will comply with the requirements and restrictions set forth in Section 2.2 of this Addendum.