

Frequently Asked Questions

February 2016

Criteo Dynamic Retargeting and Facebook Dynamic Product Ads (DPA) Service Terms and Conditions

Background

Facebook's Dynamic Product Ads (DPA) solution enables you to retarget on Facebook both on the Desktop and on the Facebook Mobile Application. Launching Facebook DPA requires placing users in "custom audiences" and uploading your catalogue to Facebook

1 Why are you being asked to sign the Terms and Conditions for Facebook DPA Service?

Facebook requires customers (merchants) or their agents (Criteo) to accept Facebook's Terms of Service for their DPA solution. Because Criteo is using the DPA solution on your behalf, Criteo is required by Facebook to represent and warrant that it has the authority as your agent to use Facebook's DPA solution on your behalf and to agree to Facebook's terms of service on your behalf.

2 What are you agreeing to by "accepting" the Terms and Conditions for Facebook DPA Service?

- a. You are granting Criteo the right to act as your agent and to accept the relevant Facebook terms of service on your behalf.
- b. You are agreeing to either provide Criteo with "Page Advertiser" access to your Facebook Fan Page or to permit Criteo to create a Facebook Fan Page on your behalf and use "Page Advertiser" access in order to be able to provide retargeting services on your newsfeed. (Please see questions 7 and 8 for more information).

3 What if we (Client) have already accepted the relevant terms of service?

- a. Facebook does not provide us with a way to confirm that you have already accepted the relevant terms of service on your own. Further, Facebook requires Criteo to represent that it has the authority to act as your agent. Accordingly, we need your acceptance of these Terms and Conditions for Facebook DPA Service, to ensure that sure we are authorized to launch the campaign.
- b. Fortunately, if you have already accepted the relevant terms of service, then agreeing that Criteo may act as your agent to agree to the terms of service and to use Facebook's DPA solution on your behalf should not be a problem.

4 What are the relevant terms of service?

- a. In order to set up DPA, your users must be placed in Custom Audiences to be targeted. In order to be permitted to do this, you must agree to Facebook's Terms For Conversion Tracking, Custom Audiences From Your Website, and Custom Audiences From Your Mobile App. These terms are located at: <https://www.facebook.com/customaudiences/app/tos/>
- b. Also, in order to set up DPA, your product catalogue must be set up (i.e. your product information must be uploaded onto Facebook). In order to be permitted to do this, you must agree to Facebook's Product Catalogue Terms located at: https://business.facebook.com/legal/product_catalog_terms/
- c. Please ensure you are logged into Facebook to properly access these terms.

5 What do the Terms For Conversion Tracking, Custom Audiences From Your Website, and Custom Audiences From Your Mobile App say?

- a. You acknowledge that Facebook may track conversions to create custom audiences of people who have visited your website and use Event Data (i.e. data about actions users have taken on your website or mobile app to create the custom audience as well as to enable Facebook to better target ads and to optimize their systems.
- b. You confirm that you have provided prominent notice to and obtained the appropriate consent from your users regarding the Event Data collected and used for targeted online advertising. Additionally, the terms elaborate on what must be included in the notice.
- c. You agree not to transfer or disclose any personally identifiable information to Facebook or combine any information obtained in connection with these terms with personally identifiable information. You further agree that you will not share with Facebook any information that you know or reasonably should know is from or about children under the age of 13 or that includes health, financial, or other categories of sensitive information.

6 What do the Product Catalogue Terms say?

- a. You are agreeing that Facebook may modify and use the information provided to them in connection with the product catalogue feature to create, and run advertisements on your behalf and to provide related measurement services. Moreover, product catalog content will be used to enable Facebook to better target ads and to optimize their systems.
- b. You agree that your product catalogue content will comply with Facebook's advertising guidelines.

7 Why does Criteo need "Page Advertiser" access to your Facebook Fan Page?

In order to be able to start, create or manage any newsfeed campaigns on your behalf, Criteo will need "Page Advertiser" access to your Facebook Fan Page. Please note that pursuant to the Terms and Conditions for Facebook DPA Service, Criteo may only use the Page Advertiser access to your Facebook Fan Page to provide its retargeting services on your newsfeed.

8 How is Criteo able to create a Facebook Fan Page for you?

Facebook provides Criteo with a specific tool to create Facebook Fan Pages for its clients using its client's trademarks. Please note that Criteo will only create a Facebook Fan Page for you if you do not have an existing Fan Page or if you do not provide Criteo access to your Facebook Fan Page. Additionally, Criteo will transfer ownership of this Fan Page or merge this Fan Page with your existing Fan Page upon your request and at no cost to you.

9 How does the indemnification provision contained in the Terms and Conditions for Facebook DPA Service differ from the indemnification provision contained in your already existing contract with Criteo for the provision of Criteo Services?

This indemnification is specific to damages and losses that Criteo may incur arising from actions taken in connection with the provision of Facebook Dynamic Product Ads.

10 Why are these Terms governed by California law?

California law and jurisdiction were selected in order to sync up with Facebook's terms, which are also subject to California law and jurisdiction.

11 What if the we (Client) disagree with Facebook's Terms Of Service?

You should contact your Facebook representative.

Disclaimer

The information contained in this document: (i) is for informational purposes only; (ii) is not intended to convey or constitute legal advice; and (iii) is not a substitute for obtaining legal advice from a qualified attorney.