

MEDIA ADDENDUM TO GIVSLY TERMS OF SERVICE
between
GIVSLY PBC and CLIENT

Companies (“Client”, “you”) may engage with Givslly for Media Buying and/or Media Curation Services and use of the Givslly Platform, as described in this Media Addendum to our Terms of Service. Clients may include advertising and marketing agencies or corporations using Givslly Services and/or Platform for themselves or working on behalf of their advertiser clients, brands, or other commercial entities. Please note, nonprofit organizations using the Services and Platform are subject to our separate Terms for nonprofits. Client’s use of the Givslly Media Services and Givslly Platform is subject to the following terms and conditions (these “Media Terms”). As used herein, the terms “Givslly”, “Provider”, mean Givslly PBC. By using any of the Services, you agree to be bound by and to abide by these Media Terms. If you do not agree to these terms, you may not access or use the Givslly Media Services.

WHEREAS, Client now wishes to engage Givslly for Media Buying and/or Media Curation Services, as described herein.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties mutually agree as follows:

1. Definitions:

- a. “**Media Buying Services**” means a process whereby Givslly shall purchase on Client’s behalf media inventory on which to run advertising with Client Materials and the Givslly Pixel.
- b. “**Media Curation Services**” means a process whereby Givslly will identify media properties that align with Givslly and Client’s mutually agreed upon altruistic goals.

2. Media Buying Services. Should Client engage Givslly for Media Buying Services, the following terms shall apply:

- a. Client authorizes Givslly to purchase media through Givslly’s accounts with one or more demand side platform (“DSP”).
- b. Client shall provide all Client Materials for the advertisements and authorizes Givslly to attach the Givslly Pixel to such advertisements.
- c. All media purchases shall be subject to the terms and conditions attached hereto as Exhibit 1 and the campaign specific insertion order mutually agreed upon by the parties.
- d. If, as part of the Media Buying Services, a DSP tag or pixel will be placed on a Client property, then Client shall make all disclosures in the same manner as required pursuant to Section 4.3 of the Original Agreement with respect to the Givslly Pixel.

3. Media Curation Services. Should Client engage Givslly for Media Curation Services, the following terms shall apply:

- a. The parties shall work together in order to identify the category(ies) of media inventory that Client wishes to purchase.
- b. Givslly shall work with its and Client’s media providers to curate such media inventory.
- c. Givslly shall pass deal IDs for such media inventory to Client through which Client can execute its campaigns.
- d. As applicable, Curation Services will be subject to the terms and conditions attached hereto as Exhibit 1 and the campaign specific insertion order mutually agreed upon by the parties.

- e. Depending upon the campaign type, Givslly may advise, and Client will agree, to attach the Givslly Pixel to all media purchased as a result of the Media Curation Services.

This Addendum is a part of the main Givslly Terms of Services. All the terms of the main Terms of Service shall remain in full force and effect. In the event of any conflicts between the terms of this Addendum and the Givslly Terms of the Service this Addendum shall prevail, but solely to the extent of the conflict.

Exhibit 1

Media Services – Addendum

This addendum (the “Addendum”) is by and between Givslly (“Media Company”) and Client (“Advertiser”) and is governed by the AAAA/IAB Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less v3.0 (the “Standard Terms”) http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf, as amended herein. Capitalized terms that are not otherwise defined herein shall have the meanings assigned to them in the Standard Terms.

1. **Agencies.** If there is no Agency, then the term Agency shall be deemed to mean Advertiser.
2. **Standard Term Sections.** The following sections of the Standard Terms shall not apply to this Addendum: II.b., III.c., VI. and VII.
3. **Payment.** Agency or Advertiser must raise any disputes about an invoice or request for adjustments within 30 days of receipt of the invoice, or the invoice shall be deemed correct and final.
4. **Network Properties.**
 - a. Advertiser acknowledges that all Sites are Network Properties and that Media Company is not responsible for the acts or omissions of the Network Property owners. Media Company’s sole obligation, and Advertiser’s sole remedy, for any failure under an IO shall be: (i) to make commercially reasonable efforts to work with the Network Property to resolve the dispute, (ii) to provide a credit to Advertiser for any fees paid for Ads that have not run in accordance with the IO and that have not been paid to the Network Property, subject to availability of replacement inventory from the applicable Network Property owner or (iii) to provide a refund to Advertiser for any fees paid to Media Company and not paid by Media Company to the applicable Network Property for Ads that have not run in accordance with the IO.
 - b. Advertiser shall comply with all rules, policies and guidelines of the Network Properties that are provided in writing to Advertiser. Without limiting the foregoing, Advertiser shall comply with the following policies: <https://www.teads.com/ad-policies/>, <https://www.openx.com/legal/ad-exchange-demand-policy/> and <https://about.ads.microsoft.com/en-us/policies/home>.
5. **Measurement.** Section XIII of the Standard Terms is hereby deleted in its entirety and replaced with the following: “Media Company’s reported numbers shall be the controlling measurement for all purposes.” Advertiser must raise any disputes regarding the reported numbers within five (5) business days of receipt from Media Company. For any campaigns where the parties have agreed to utilize third party tracking, Media Company must be given either direct access to such third party numbers or receive daily reports. Following the placement of Ad(s) in a particular campaign, Media Company will provide Advertiser with usage statistics. All usage statistics are for Advertiser’s internal use only.
6. **Privacy.**

- Each party shall comply with the Self-Regulatory Principles for Online Behavioral Advertising and related guidelines administered by the Digital Advertising Alliance, as applicable to their performance under the IO.
 - Both parties will comply with the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq. (“CCPA”) and all comparable state consumer privacy laws.
 - Advertiser shall disclose in writing to Media Company all tags inserted on the Ads, the specific data points collected by such tags and the intended purposes for which such resulting data will be used. In no event shall Advertiser use any resulting data which might be deemed a “sale” under the CCPA or used for subsequent targeted advertising without Media Company’s prior written approval in each instance.
7. Governing Law. Section XIV(d) is amended by inserting “New York” into the first blank and “New York County, New York” is inserted into the second blank.