

FYBER CCPA ADDENDUM

Please refer only to the CCPA Addendum that applies to you in your relationship with Fyber:

FOR PUBLISHERS

This CCPA addendum (“**CCPA Addendum**”) supplements and forms part of any existing and currently in effect commercial agreement and data processing addendum (collectively: the “**Agreement**”), either previously or concurrently executed by either Fyber Monetization Ltd., Fyber GmbH, or Heyzap Inc. (each shall be referred to hereunder as “**Fyber**”) and Fyber’s supply partner who executed the Agreement (“**Publisher**” or “**Supply Partner**” and collectively: the “**Parties**”).

If you are an individual who consents to the CCPA Addendum on behalf of a Supply Partner, you represent and warrant that you have the authority to bind the Supply Partner to this CCPA Addendum, and that your consent to this CCPA Addendum will be treated as the consent of the Supply Partner. You also consent to the use of: (a) electronic means to consent to this CCPA Addendum; and (b) electronic records to store information related to this CCPA Addendum.

In the course of Fyber’s provision of the Service to Publisher, under the Agreement, Fyber may Process Publisher Personal Information on behalf of Publisher. This CCPA Addendum reflects the Parties’ agreement with regard to the Processing of such Personal Information.

All capitalized terms not defined herein will have the meaning set forth in the Agreement. The terms of this CCPA Addendum will prevail in connection with the purpose and scope of this CCPA Addendum, over any conflicting terms under the Agreement.

1. DEFINITIONS

For the purposes of this CCPA Addendum -

- 1.1. “**CCPA**” means the California Consumer Privacy Act of 2018.
- 1.2. The terms “**Business**”, “**Business Purpose**”, “**Collection** (collects, collected)”, “**Consumer**”, “**Deidentified**”, “**Device**”, “**Processing**”, “**Personal Information**”, “**Sell**” or “**Selling**”, and “**Service Provider**”, will have the meaning as set forth under the CCPA.

- 1.3. “**Demand Partners**” mean advertisers, DSPs, ad networks and other relevant online advertising entities.
- 1.4. “**Operational Purposes**” mean any purpose associated with the operation of the Service, including without limitation, auditing, debugging, detecting and handling security incidents and any other action that is reasonably necessary and proportionate to achieve the operational purpose for which the Publisher Personal Information was Collected or Processed.
- 1.5. “**Publisher Consumers**” – mean Consumers who use their Devices to interact with Publisher’s mobile application or website.
- 1.6. “**Publisher Personal Information**” – mean Personal Information related to Publisher Consumers.
- 1.7. “**Service**” – means the advertising monetization services that Fyber performs on behalf of Publisher under the terms of the Agreement, including optimization of ad space inventory, facilitation of ad serving by Demand Partners, fraud prevention, audience segmentation, reporting, analytics, Operational Purposes associated therewith and any other operational purpose that is compatible with the context in which the Publisher Personal Information was Collected.

2. SCOPE AND ROLES

This CCPA Addendum applies when Fyber Collects Publisher Personal Information as part of Fyber’s provision of the Service via SDKs, Tags, APIs and other means as may be available by Fyber and integrated with Publisher’s mobile application or website. In this context and for the purposes of the CCPA, Publisher is a Business and Fyber is a Service Provider.

3. SUBJECT MATTER

- 3.1. Publisher shares Publisher Personal Information with Fyber and Fyber Collects and shares Publisher Personal Information with Demand Partners on behalf of Publisher, strictly and as

necessary to facilitate Fyber's provision of the Service.

3.2. In consideration for providing the Service to Publisher, Fyber transfers payments to Publisher from relevant Demand Partners that purchased the ad space inventory on Publisher's mobile application or website and retains a share of such payments, pursuant to the terms of the Agreement. Fyber does not receive from Publisher and Publisher does not pay Fyber any monetary or other valuable consideration for Publisher's sharing of Publisher Personal Information with Fyber or for Fyber's Collection of Publisher Personal Information on behalf of Publisher.

3.3. Fyber is prohibited from: (i) Selling Publisher Personal Information; (ii) retaining, using, or disclosing Publisher Personal Information for any purpose other than for the specific purpose of performing the Service as specified in the Agreement, including retaining, using, or disclosing the Publisher Personal Information for a commercial purpose other than providing the Service; (iii) retaining, using, or disclosing Publisher Personal Information outside of the direct business relationship between Fyber and Publisher. Fyber understands the above restrictions and will comply with them

4. NOTICES

If and to the extent necessary, Publisher undertakes to provide a notice to the Publisher Consumers, that Publisher Personal Information is being used and shared pursuant to the Agreement, consistent with the requirements under the CCPA.

5. OPT-OUT

5.1. If Publisher wishes to provide Publisher Consumers with an option to opt-out of sharing their Personal Information with Fyber and Fyber's partners by including a "Do not sell my personal information" option on its mobile application or website homepage or other online property's homepage, the Parties will set an opt-out flagging mechanism which will

transmit the Publisher Consumers' opt-out requests to Fyber, and accordingly, Publisher will cease sharing with Fyber, and Fyber will cease Collecting and sharing Personal Information related to the opted-out Publisher Consumers except for permissible uses under the CCPA.

5.2. For the purpose of establishing the opt-out flagging mechanism, Publisher will follow the technical instructions as provided by Fyber.

5.3. It is Publisher's sole responsibility and liability, as a Business, to decide if the opt-out option is required, pursuant to the CCPA and to instruct Fyber accordingly.

6. TERM.

This CCPA Addendum is effective on the later of: (i) the date of its execution; (ii) the effective date of the Agreement to which it relates, or (iii) January 1st, 2020 and will continue until the Agreement expires or is terminated.

7. GENERAL

7.1 Nothing under the Agreement precludes Fyber from Deidentifying Personal Information and using and sharing thereof in a Deidentified form.

7.2 Notices and inquiries related to this CCPA Addendum should be sent to Fyber's legal team at: privacy@fyber.com.

FOR DEMAND PARTNERS

This CCPA addendum ("CCPA Addendum") supplements and forms part of any existing and currently in effect commercial agreement and Privacy and Information Security Addendum (collectively: the "Agreement"), either previously or concurrently executed by either Fyber Monetization Ltd., Fyber Media GmbH, or Heyzap Inc. (each shall be referred to hereunder as "Fyber") and Fyber's demand partner who executed the Agreement ("Advertiser" or "Demand Partner" and collectively: the "Parties").

If you are an individual who consents to the CCPA Addendum on behalf of a Demand Partner, you represent and warrant that you have the authority to bind the Demand Partner to this CCPA Addendum, and that your consent to this CCPA Addendum will be treated as the consent of the Demand Partner. You also consent to the use of: (a) electronic means to consent to this CCPA Addendum; and (b) electronic records to store information related to this CCPA Addendum.

Fyber's provision of the Services to Demand Partner entail the transmission and processing of data retrieved, sent and received by and from Fyber's Publishers, and depending on the type of service, by and from Demand Partners as well. Certain transmitted data may constitute Personal Information.

This CCPA Addendum reflects the Parties' agreement with regard to the sharing and use of Publishers and Demand Partner's Personal Information.

As of January 1st, 2020, each Party undertakes to comply with the applicable provisions under the CCPA, while taking in mind that as the CCPA is a new piece of legislation, the implementation of certain provisions thereof may require the Parties to use a substantial degree of discretion.

All capitalized terms not defined herein will have the meaning set forth in the Agreement. The terms of this CCPA Addendum will prevail in connection with the purpose and scope of this CCPA Addendum, over any conflicting terms under the Agreement.

A description of Fyber's services and the dataflow within each service is available at: <https://www.fyber.com/wp-content/uploads/2019/08/Explanatory-Notes-to-Fyber-Demand-Partners-CCPA-Addendum-FINAL.pdf>.

8. DEFINITIONS

For the purposes of this CCPA Addendum -

- 8.1. **"CCPA"** means the California Consumer Privacy Act of 2018.
- 8.2. **"Demand Partner Consumers"** – mean Consumers who engage directly with Demand Partner or with Demand Partner's advertisers-customers, through Demand Partner's or Demand

Partner advertisers-customers' mobile applications or other online properties.

- 8.3. **"Demand Partner's Personal Information"** – mean Personal Information related to Demand Partner's Consumers.
- 8.4. The terms **"Collection"** (collects, collected), **"Consumer"**, **"Deidentified"**, **"Device"**, **"Processing"**, **"Personal Information"** and **"Sell"** or **"Selling"** will have the meaning as set forth under the CCPA.
- 8.5. **"Publishers"** mean Fyber's supply-side customers (e.g. mobile application developers, owners, distributors).
- 8.6. **"Publishers' Consumers"** – mean Consumers who use their Devices to interact with Publishers' mobile applications or websites.
- 8.7. **"Publishers' Personal Information"** – mean Personal Information related to Publishers' Consumers.
- 8.8. **"Service"** - the advertising monetization services that Fyber provides, including enabling the buying by Demand Partner of Publishers' ad inventory and optimization thereof, and facilitation and optimization of Demand Partners' ad campaigns. The Service also includes fraud prevention reporting, analytics, Operational Purposes associated therewith and any other operational purpose that is compatible with the context in which Personal Information was Collected in the course of Fyber's provision of the Service.

9. SUBJECT MATTER

- 9.1. This CCPA Addendum applies when Fyber shares Publishers' Personal Information with Demand Partner and when Demand Partner shares Demand Partner Personal Information with Fyber, all as part of and for the purpose of enabling the Service.
- 9.2. The Agreement, including this CCPA Addendum, does not limit Demand Partner from lawfully collecting, using

and sharing any Personal Information, based on Demand Partner's or Demand Partner advertisers-customers' direct engagement with Consumers. Demand Partner acknowledges that:

- 9.2.1. Publishers share Publishers' Personal Information with Fyber, Fyber collects and shares Publishers' Personal Information with Demand Partners on behalf of Publishers, and Demand Partners' use Publishers' Personal Information, strictly and as necessary to facilitate Fyber's provision of the Service to Publishers.
- 9.2.2. Demand Partner shares Demand Partner's Personal Information with Fyber, strictly and as necessary to facilitate Fyber's provision of the Service to Demand Partner, or to the extent applicable, to strictly and as necessary to facilitate Demand Partner's provisions of Demand Partner's services to Demand Partner's advertisers customers and on their behalf.
- 9.3. The parties acknowledge that Demand Partner pays Fyber fees, in accordance with the terms of the Agreement, in consideration for Demand Partner's purchase of ad space inventory on Publishers' mobile applications and websites. Neither Party receives from the other Party any monetary or other valuable consideration for using Personal Information and for sharing Personal Information with the other Party.
- 9.4. Demand partner further acknowledges that Fyber is prohibited from: (i) Selling Publishers' Personal Information; (ii) retaining, using, or disclosing Publishers' Personal Information for any purpose other than for the specific purpose of performing the Service, including retaining, using, or disclosing Publishers' Personal Information for a commercial purpose other than providing the Service to the Publishers; (iii) retaining, using, or disclosing Publishers' Personal Information outside of the direct

business relationship between Fyber and Publishers.

- 9.5. Where Demand Partner acts as a Service Provider on behalf of its advertisers-customers, Fyber acknowledges that Demand Partner is prohibited from: (i) Selling Demand Partner Personal Information; (ii) retaining, using, or disclosing Demand Partner's Personal Information for any purpose other than for the specific purpose of performing Demand Partner's services to Demand Partner's advertisers customers, including retaining, using, or disclosing Demand Partner's Personal Information for a commercial purpose other than providing Demand Partner's services to Demand Partner's customers; (iii) retaining, using, or disclosing Demand Partner's Personal Information outside of the direct business relationship between Demand Partner and Demand Partner's customers.
- 9.6. Each Party understands the above restrictions and will comply with them.

10. OPT-OUT

- 10.1. Demand Partner acknowledges that if, according to a Publisher's instructions to Fyber, the Publisher sets with Fyber an opt-out flagging mechanism for Publisher's Consumers to opt-out from sharing their Personal Information with Fyber and Fyber's partners, then: (i) such Publisher will cease sharing with Fyber, and Fyber will cease Collecting and sharing such Publisher's Personal Information related to the opted-out Publisher Consumers; and (ii) Fyber will cease transmitting such Publisher Personal Information to Demand Partner, except for permissible uses under the CCPA.
- 10.2. If Demand Partner wishes to provide Demand Partner Consumers with an option to opt-out of sharing their Personal Information with Fyber and Fyber's partners by including a "Do not sell my personal information" option on Demand Partner's application or other online property's homepage, the Parties will set an opt-out flagging mechanism which will

transmit the Demand Partner Consumers' opt-out requests to Fyber, and accordingly, Demand Partner will cease sharing with Fyber related to the opted-out Demand Partners' Consumers. Upon Demand Partner's transmission of an opt-out signal to Fyber, Fyber will cease any use and sharing of Demand Partner's Personal Information, except for permissible uses under the CCPA.

- 10.3. For the purpose of establishing the opt-out flagging mechanism, Demand Partner will follow the technical instructions as provided by Fyber.
- 10.4. For the purpose of the Agreement, it is Demand Partner's sole responsibility and liability, to decide if the opt-out option in relation to Demand Partner's Personal Information is required, pursuant to the CCPA and to instruct Fyber accordingly.

11. TERM.

This CCPA Addendum is effective on the later of: (i) the date of its execution; (ii) the effective date of the Agreement to which it relates, or (iii) January 1st, 2020 and will continue until the Agreement expires or is terminated.

12. GENERAL

- 12.1. Nothing under the Agreement precludes the Parties from Deidentifying Personal Information and using and sharing thereof in a Deidentified form.
- 12.2. Notices and inquiries related to this CCPA Addendum should be sent to Fyber's legal team at: privacy@fyber.com.