
Ignition for Marketplaces – Joint Controller Terms

1. Definitions

1.1. In these JC Terms, the following terms shall have the following meanings:

“Company Technologies”	any technology(ies) owned or controlled by Company or its Affiliates, that facilitate the access to, or storage of, information on an end-user’s device in connection with the provision of any Services provided under the Agreement, (e.g. the tags described in further detail in the Agreement) or any other similar tracking technologies that Company may make available to Customer from time to time, including tags, pixels, cookies, APIs, SDKs or similar. Company Technology(ies) exclude any technology(ies) where the applicable Additional Service Terms expressly provide that the JC Terms do not apply to that technology(ies).
“European Data Protection Law”	means the EU Data Protection Law and UK Data Protection Law as applicable.
“EU Data Protection Law”	means: (i) EU General Data Protection Regulation 2016/679 (the “EU GDPR”); (ii) EU Privacy Directive 2002/58/EC; and (iii) the national laws of each EEA member state made under, pursuant to, or that implement (i) or (ii); in each case, as amended or superseded from time to time.
“GDPR”	means the EU GDPR and UK GDPR as applicable.
“JC Terms”	Means these <i>Ignition for Marketplaces - Joint Controller Terms</i> .
“Joint Processing”	means, the collection and transmission of personal data from end-user devices using Company Technologies in connection with services provided pursuant to the Agreement, but excludes any subsequent processing of personal data carried out after such collection and transmission.
“UK Data Protection Law”	means: (i) the EU GDPR as it forms part of UK law (the “UK GDPR”); (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (iii) the Data Protection Act 2018 (the “DPA 2018”); and (iv) any other laws in the UK made under, pursuant to, or that implement (i), (ii) or (iii); in each case, as amended or superseded from time to time.

1.2. The terms **“controller”**, **“data subject”**, **“joint controller”**, **“personal data”**, **“personal data breach”**, **“processing”** and **“processor”** shall have the meanings given to them in European Data Protection Law.

1.3. Where not otherwise defined above, defined terms in this document shall have the meaning given to them in the Agreement.

2. Applicability

2.1. Customer and Company acknowledge and agree that these JC Terms apply only:

- (a) to the Joint Processing; and
 - (b) when European Data Protection Law applies to the Joint Processing.
- 2.2. In the event of any conflict between the Agreement and these JC Terms, these JC Terms shall govern to the extent of that conflict.

3. Company Technologies

- 3.1. Customer agrees to comply with all applicable documentation and terms pursuant to the Agreement regarding the technical implementation, configuration and/or use of Company Technologies on Customer's digital properties.
- 3.2. Customer will not use Company Technologies in any way that will result in the collection and /or transmission of personal data to Company that Customer knows or ought reasonably to know is from or relates to children, or that constitutes or could infer health or financial information or other categories of special categories of personal data as defined under European Data Protection Laws (collectively "**Sensitive Information**"). This includes not implementing and/or configuring Company Technologies on digital properties that:
- (a) target or are reasonably likely to be accessed by children unless such digital properties implement suitable age verification controls; or
 - (b) market or sell products and/or services that if purchased or interacted with, could reasonably infer Sensitive Information.
- 3.3. When deploying and configuring Company Technologies Customer must:
- (a) provide clear and comprehensive information to end-users in a sufficiently prominent notice regarding the use of Company Technologies to access and store information from end-user devices;
 - (b) obtain all necessary and verifiable prior consents to permit Company's lawful access and storage of information on the end-user's device;
 - (c) respect and comply with any consent and/or opt out signals that are communicated in respect of the collection and/or transmission of personal data using Company Technologies;
 - (d) ensure that any consent and/or opt-out signals that are made available to Company have been collected fairly and lawfully and can be relied upon; and
 - (e) if and to the extent that Customer certifies and integrates with the IAB Europe's Transparency and Consent Framework, adhere to the applicable TCF policies and technical protocols in connection with Customer's compliance with (a) and (d) above.

4. Joint Processing

- 4.1. Customer and Company agree that:
- (a) with respect to any personal data subject to the Joint Processing, Customer and Company are joint controllers under the GDPR;
 - (b) each of Customer and Company shall do all such acts and things necessary to comply with Customer's respective responsibilities relation to the Joint Processing as indicated in the table below:

GDPR obligation	Company responsibility	Customer's responsibility
Establishing a lawful basis	Company is responsible for ensuring it has a lawful basis	Customer is responsible for ensuring it has a lawful basis in

(Article 6)	in respect of its Joint Processing, provided that Customer shall be responsible for obtaining any consents required in accordance with its responsibilities opposite.	respect of its Joint Processing, including collecting any consents that may be required for the Joint Processing (for example, to access or store information on a data subject's device using any Company Technologies).
Providing transparency about the Joint Processing and making the essence of these JC Terms available (Articles 13, 14, 26(2))	N/A	Customer is responsible for providing transparency about the Joint Processing. This includes making available to data subjects, at the point of data collection, disclosures that: (i) Customer are a joint controller with Company; (ii) the purposes for which the Joint Processing takes place, (iii) how data subjects can exercise their data protection rights, and (iv) where applicable, a link to the relevant Company Privacy Notice. It also includes disclosing that Company and Customer have entered into these JC Terms to govern the Joint Processing and providing a link to them.
Compliance with data subject rights (Articles 15-21)	Company shall comply with any data subject requests it receives in respect of Joint Processing activities it performs on personal data. Company will pass to Customer any data subject requests addressed to Customer or that relate to its Joint Processing activities. Company will provide Customer with any reasonable cooperation to help Customer fulfil a data subject rights request in accordance with these Joint Controller Terms.	Customer shall comply with any data subject requests Customer receives in respect of Joint Processing activities Customer performs on personal data. Customer will pass to Company any data subject requests addressed to Company or that relate to Company's Joint Processing activities. Customer will provide Company with any reasonable cooperation it requests to help it fulfil a data subject rights request in accordance with these JC Terms.
Ensuring appropriate security (Article 32)	Company shall be responsible for ensuring the security of any personal data that it processes in connection with the Joint Processing.	Customer shall be responsible for ensuring the security of any personal data that Customer processes in connection with the Joint Processing.
Personal data breach response	If a personal data breach occurs that affects personal	Customer shall immediately notify Company if it becomes aware of a

(Articles 33, 34)	data that it processes in connection with the Joint Processing, Company shall be responsible for complying (and decide in its sole capacity how to comply) with any personal data breach reporting obligations that apply.	personal data breach that affects the Joint Processing.
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- (c) each of Customer and Company shall be individually responsible for complying with any other GDPR obligations that apply to the Joint Processing that are not listed in the table above;
- (d) each of Customer and Company shall provide all reasonable information, cooperation and assistance that the other may reasonably require to enable it to satisfy its obligations and responsibilities under these Joint Controller Terms.

5. Miscellaneous

- 5.1. Company may update these JC Terms from time to time, as necessary for legal, operational or other legitimate reasons (including as necessary for compliance with the European Data Protection Law). By continuing to use any Company products and/or services pursuant to a Agreement which incorporate these JC Terms, you agree to be bound by the updated JC Terms.
- 5.2. To the extent that any part of these JC Terms are found to be unenforceable, the remaining part shall remain in full force and effect. No failure to enforce any portion of these JC Terms should be considered a waiver.
- 5.3. Any notices to be provided under these JT Terms should be provided in accordance with the Relevant Terms.
- 5.4. These JC Terms shall be governed by, and construed in accordance with the governing law and jurisdictions provided in the Relevant Terms.