# APPENDIX I

## Definitions

The definitions for some of the defined terms used in this Agreement are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement. Unless otherwise stated herein, all section references are to sections contained in the body of this Agreement.

1.1 "Ad Fraud Detection" means detection of potential Ad fraud with respect to Ads served on one (1) or more Publisher Digital Properties.

1.2 "Ad Viewability/Suitability" means, as applicable, determination of whether an Ad was viewable by a Consumer on a Publisher Digital Property or appropriate for display on such Digital Property per an Advertiser's unilaterally determined brand suitability criteria.

1.3 "Advertisement" or "Ads" means materials or messages in any format that promote an Advertiser's brands, products, and/or services.

1.4 "Advertiser" means a company that (i) advertises its brands, products, and/or services via the Advertisements; and/or (ii) interacts with Consumers on its Digital Properties or through its Ads in relation to its brands, products, and/or services.

1.5 "Affiliate" means any Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with, a specified Person.

1.6 "Alabama Act" means the Alabama Personal Data Protection Act, Ala. Code § 8-44-1 et seq., as changed, supplemented, amended, or replaced.

1.7 "Applicable State Privacy Law(s)" means the (i) Alabama Act; (ii) CCPA; (iii) Colorado Act; (iv) Connecticut Act; (v) Delaware Act; (vi) Florida Act; (vii) Iowa Act; (viii) Indiana Act; (ix) Kentucky Act; (x) Louisiana Act; (xi) Maryland Act; (xii) Minnesota Act; (xiii) Montana Act; (xiv) Nebraska Act; (xv) New Hampshire Act; (xvi) New Jersey Act; (xvii) Oklahoma Act; (xviii) Oregon Act; (xix) Rhode Island Act; (xx) Tennessee Act; (xxi) Texas Act; (xxii) Utah Act; (xxiii) Vermont Act; and (xxiv) Virginia Act, provided that the law is applicable to a First Party pursuant to the statutory thresholds in Applicable State Privacy Laws[1]. For purposes of this Agreement, the Florida Act is applicable only if the First Party is subject to the Florida Act with respect to the applicable Covered Transaction.

1.8 "Apply Market Research to Generate Campaign Insights" means to generate reports through panel-based and similarly derived insights or to associate measurement data or offline data with a Consumer for purposes of better understanding the impact of an Ad campaign or the types of audiences served (e.g., brand awareness and offline sales lift).

1.9 "Business" has the meaning set forth in the CCPA.

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[1] Ala. Code § 8-44-3; Cal. Civ. Code § 1798.140(d); Colo. Rev. Stat. § 6-1-1304(1); Conn. Gen. Stat. § 42-516; Del. Code Ann. tit. 6, § 12D-103(a); Fla. Stat. §§ 501.702(9), 501.703(1); Iowa Code § 715D.2(1); Ind. Code Ann. § 24-15-1-1(a); KRS 367.3613; ; La. Stat. Ann. § 51:1780.2; Md. Code Ann., Com. Law § 14-4702; Minn. Stat. § 325O et seq.; Mont. Code Ann. § 30-14-2803; Neb. Rev. Stat. § 87-1103; N.H. Rev. Stat. Ann. § 507-H:1; New Jersey Act SB 332; Okla. Stat. tit. 75A, § 314; ORS § 646A.572; R.I. Gen. Laws § 6-48.1-1 et seq.; Tenn. Code Ann. § 47-18-3301 et seq.; Tex. Bus. & Com. Code Ann. § 541.002(a); Utah Code Ann. § 13-61-102(1); Vt. Stat. Ann. tit. 9, § 2415b and Va. Code Ann. § 59.1-576(A).

1.10 “Business Purposes” shall include the following: (a) Auditing. Auditing related to counting Ad impressions to unique visitors, verifying positioning and quality of Ad impressions, and auditing compliance with this Agreement and other standards. (b) Customer Service. Providing customer service on behalf of the Business. (c) Debugging. Debugging to identify and repair errors that impair existing intended functionality. (d) Internal Research. Undertaking internal research for technological development and demonstration. (e) Maintaining or Servicing Accounts. Maintaining or servicing accounts on behalf of the Business. (f) Processing or Fulfilling Orders and Transactions. Processing or fulfilling orders and transactions on behalf of the Business. (g) Processing Payments. Processing payments on behalf of the Business. (h) Providing Advertising and Marketing Services. Providing advertising and marketing services, except for Cross-Context Behavioral Advertising, to the Consumer, provided that for the purpose of advertising and marketing, a Service Provider shall not combine the Personal Information of Opted-Out Consumers that the Service Provider receives from, or on behalf of, the Business with Personal Information that the Service Provider receives from, or on behalf of, another Person or Persons, or collects from its own interaction with Consumers. (i) Providing Analytic Services. Providing analytic services on behalf of the Business. (j) Providing Financing. Providing financing on behalf of the Business. (k) Providing Similar Services. Providing services similar to those set forth in subsections (b), (e), (f), (g), (i), (j), (l), and (p) on behalf of the Business. (l) Providing Storage. Providing storage on behalf of the Business. (m) Quality/Safety. Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the Business, and/or to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the Business. (n) Security/Integrity. Helping to ensure security and integrity to the extent the use of the Consumer’s Personal Information is reasonably necessary and proportionate for these purposes. (o) Short-Term Transient Use. Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a Consumer’s current interaction with the Business, provided that the Consumer’s Personal Information is not disclosed to any Third Party and is not used to build a profile about the Consumer or otherwise alter the Consumer’s experience outside the current interaction with the Business. (p) Verifying Customer Information. Verifying customer information on behalf of the Business.

1.11 “CCPA” means the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq., as amended by initiative Proposition 24, and any regulations promulgated thereunder, as changed, supplemented, amended, or replaced.

1.12 “Certified Partner” means a participant in the digital advertising industry that meets the Certified Partner Program requirements set by IAB. For the avoidance of doubt, Certified Partners are not Signatories and have no obligations or rights under this Agreement. The rights and obligations of Certified Partners to Signatories in connection with Covered Transactions are set forth in the applicable Underlying Agreements between and among Certified Partners and Signatories.

1.13 “Certified Partner Program” means the program established and administered by IAB, in its sole discretion, that permits participants in the digital advertising industry that are not Signatories to process Covered Transactions as set forth herein.

1.14 “Choice Mechanism” means a clear and conspicuous “Do Not Sell or Share My Personal Information” or “Your Privacy Choices” link or an alternative Opt-Out link that meets the requirement of Applicable State Privacy Laws, including but not limited to Cal. Code Regs. tit. 11, § 7015, which enables the Consumer to Opt Out of the Sale of Personal Information, Sharing of Personal Information, and/or Opt Out of the Processing of Personal Information for the purpose of Targeted Advertising.[2]

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[2] For Sale Opt-out, *see* Ala. Code § 8-44-6(b); Cal. Civ. Code § 1798.135(a) or 1798.135(b); Cal. Code Regs. tit. 11, §§ 7015, 7025 and 7026; Colo. Rev. Stat. § 6-1-1306(1)(a)(III) or 6-1-1306(1)(a)(IV); 4 Colo. Code Regs. § 904-3, Rule 2.02; Conn. Gen. Stat. § 42-520(c)(1)(A)(i) or (ii); Del.

1.15 “Colorado Act” means the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1301 et seq., and any regulations promulgated thereunder, as changed, supplemented, amended, or replaced.

1.16 “Connecticut Act” means the Connecticut Act Concerning Personal Data Privacy and Online Monitoring of 2022, Conn. Gen. Stat. § 42-515 et seq., as changed, supplemented, amended, or replaced.

1.17 “Consent” has the meaning set forth in the Applicable State Privacy Law.

1.18 “Consumer” means a “consumer,” as defined by Applicable State Privacy Law, whose Personal Information is subject to a Covered Transaction.

1.19 “Contextual Advertising” means Advertising delivered to a Consumer on a Publisher’s Digital Property that is selected solely on the basis of the content of such Digital Property, the context of the Consumer’s current visit, or information available in real time about the Consumer’s network or device. For the avoidance of doubt, any method of selecting an Ad that would constitute Targeted Advertising is not Contextual Advertising.

1.20 “Control” or “controls” and the formatives “controlling” and “controlled” mean the possession, directly or indirectly, of fifty percent (50%) or more of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract, or otherwise.

1.21 “Controller” means a “Business” or “Controller” as defined in the Applicable State Privacy Laws.

1.22 “Covered Transaction” means any transaction between and among one (1) or more: (i) First Parties; (ii) Downstream Participants; or (iii) Certified Partners that involves the Processing of a Consumer’s Personal Information pursuant to this Agreement, provided, however, that no such transaction that involves the Processing of Sensitive Personal Information or Minor Information is a Covered Transaction, except as may otherwise be provided for in an optional addendum to this Agreement that IAB may promulgate to govern the Processing of Sensitive Personal Information or Minor Information by Signatories and Certified Partners for Digital Advertising Activities.

1.23 “Cross-Context Behavioral Advertising” shall have the same meaning as Targeted Advertising.

1.24 “Data Minimization Requirements” refers to the set of requirements in the Applicable State Privacy Laws that requires collecting only the minimum Personal Information that is necessary, adequate, or relevant in relation to

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Code Ann. tit. 6, § 12D-106(e); Fla. Stat. § 501.709; Ind. Code Ann. § 24-15-3-1(a); Iowa Code § 715D.4(7); KRS 367.3617); La. Stat. Ann. § 51:1780.3(A)(2)(e); Md. Code Ann., Com. Law § 14-4707(f)(3)(i) or (ii); Minn. Stat. § 325O.05, subd. 1(f); Montana Act § 6(3)(a) or (b); N.H. Rev. Stat. Ann. § 507-H:6(V)(a)(1)(A) or N.H. Rev. Stat. Ann. § 507-H:6(V)(a)(1)(B); Neb. Rev. Stat. § 87-1111; New Jersey Act § 3(b) or 8(b); Okla. Stat. tit. 75A, § 301(B)(5); ORS 646A.578;; R.I. Gen. Laws § 6-48.1-3(b); Tenn. Code Ann. § 47-18-3305(d); Tex. Bus. & Com. Code Ann. § 541.055; Utah Code Ann. § 13-61-302(1)(b)(i); Vt. Stat. Ann. tit. 9, § 2415e(d)(2)(B); and Va. Code Ann. § 59.1-578(D); for Share Opt Out, see Cal. Civ. Code § 1798.135(a) or 1798.135(b); Cal. Code Regs. tit. 11, §§ 7015, 7025 and 7026; for Targeted Advertising Opt Out, see Ala. Code § 8-44-6(b); Colo. Rev. Stat. § 6-1-1306(1)(a)(III) or 6-1-1306(1)(a)(IV); 4 Colo. Code Regs. § 904-3, Rule 4.03(B)(3), Rule 5.02; Conn. Gen. Stat. § 42-520(c)(1)(A)(i) or (ii); Del. Code Ann. tit. 6, § 12D-106(e); Fla. Stat. § 501.709; Ind. Code Ann. § 24-15-3-1(a); Iowa Code § 715D.4(7); KRS 367.3617 ; La. Stat. Ann. § 51:1780.3(A)(2)(e); Md. Code Ann., Com. Law § 14-4707(f)(3)(i) or (ii); Minn. Stat. § 325O.05, subd. 1(f); Montana Act § 6(3)(a) or (b); N.H. Rev. Stat. Ann. § 507-H:6(V)(a)(1)(A) or N.H. Rev. Stat. Ann. § 507-H:6(V)(a)(1)(B); Neb. Rev. Stat. § 87-1111; New Jersey Act § 3(b) or 8(b); Okla. Stat. tit. 75A, § 301(B)(5); ORS 646A.578; R.I. Gen. Laws § 6-48.1-3(b); Tenn. Code Ann. § 47-18-3305(d); Tex. Bus. & Com. Code Ann. § 541.055; Utah Code Ann. § 13-61-302(1)(b)(ii); Vt. Stat. Ann. tit. 9, § 2415e(d)(2)(B); and Va. Code Ann. § 59.1-578(D).

the purposes for which such Personal Information is Processed, as disclosed to the Consumer and consistent with Consumer's reasonable expectations.

1.25 "Delaware Act" means the Delaware Personal Data Privacy Act, Del. Code Ann. tit. 6, § 12D-101 et seq., as changed, supplemented, amended, or replaced.

1.26 "Digital Advertising Activities" means the following activities when they involve the Processing of a Consumer's Personal Information in a manner that meets the Data Minimization Requirements and the Secondary Use Limitations: (i) Third-Party Segment Creation; (ii) First-Party Advertising; (iii) Frequency Capping Activities; (iv) Targeted Advertising; (v) Negative Targeting; (vi) Measure Ad Performance; (vii) Apply Market Research to Generate Campaign Insights; (viii) Ad Fraud Detection; and (ix) Ad Viewability/Suitability.

1.27 "Digital Property" means a digital property (e.g., web page, mobile site, video digital property, video player, application, or retailer page) that is (i) owned, controlled, and/or operated by the First Party and designated by such First Party as a "Digital Property" on IAB's registration page; and (ii) through which a Consumer's Personal Information is collected by, or on behalf of, a Signatory.

1.28 "Direct Transaction" means the purchase/sale of Inventory between a Publisher and Advertiser where the selection of audiences for such Ad impressions is not achieved through real-time bidding ("RTB").

1.29 "Downstream Participant" means a Signatory and any of its Affiliates that Process Consumer Personal Information in connection with a Covered Transaction, other than the First Party to the Covered Transaction. Examples of Downstream Participants for a given Covered Transaction may include, but are not limited to, supply-side platforms managing a Publisher's Ad Inventory; demand-side platforms bidding on Ad Inventory on behalf of Advertisers; measurement, anti-fraud, or ad verification vendors whose pixels or tags are included in Ad creative delivered to Publisher's Ad Inventory; and, when they process Consumer Personal Information, Advertiser agencies that facilitate the planning, execution, and evaluation of an Advertiser's digital Ad campaign.

1.30 "Effective Date" means, as this Agreement relates to you, the date you accept it; provided, however, that provisions related to an Applicable State Privacy Law shall become binding only upon the date as of which the Applicable State Privacy Law comes into effect.

1.31 "First Party" means a Signatory (whether a Publisher or Advertiser), acting as a Controller, with which a Consumer intentionally interacts, such as on that Signatory's Digital Property.

1.32 "First-Party Advertising" means advertising delivered to a Consumer on a First Party's Digital Property by using the Consumer's Personal Information the First Party has directly collected from its own users, customers, or Digital Property visitors, whether through a Direct Transaction or through RTB: (a) where the Consumer's activities used to determine such Advertising are limited to the Consumer's activities on the First Party's Digital Properties or the First Party's other direct interactions with the Consumer, except that, where the Florida Act applies, the Consumer's activities used to determine the Advertising are limited to the Consumer's activities on the Publisher Digital Property on which the particular Advertising is delivered or the Publisher's First-Party interactions with the Consumer offline; or (b) that qualifies as Contextual Advertising. For the avoidance of doubt, any method of selecting an Ad that would constitute Targeted Advertising is not First-Party Advertising.

1.33 "Florida Act" means the Florida Digital Bill of Rights Act, Fla. Stat. § 501.701 et seq., and any regulations promulgated thereunder, as changed, supplemented, amended, or replaced.

1.34 "Frequency Capping Activities" means limiting the number of times a Consumer sees a certain Ad or Ads during an Advertiser's campaign on the Digital Properties of one (1) or more Publisher(s).

1.35 “Gap Transaction” means any Covered Transaction where the Participants in the Covered Transaction do not have an Underlying Agreement, including, but not limited to, the following examples: (i) Publisher (i.e., the Controller) and a measurement vendor (i.e., a Third Party) engaged in measurement-related activities; (ii) Publisher (i.e., the Controller) and an Ad fraud vendor (i.e., a Third Party) engaged in preventing Ad fraud; or (iii) Publisher or Publisher’s ad server (i.e., the Controller) and an Advertiser ad server (i.e., a Third Party) engaged in serving Ads and measurement-related activities.

1.36 “Global Opt-Out” means a process that allows Consumers to Opt Out of the Sale, Sharing, or Processing of their Personal Information for Targeted Advertising through an Opt-Out preference signal, which is sent with Consumer’s consent, by a platform, technology, or mechanism to the First Party. Specifically: (a) with respect to the CCPA, a process that allows Consumers to Opt Out of the Sale or Sharing of their Personal Information through an Opt-Out preference signal pursuant to Cal. Civ. Code § 1798.135(b)(1) and Cal. Code Regs. tit. 11, § 7025; (b) with respect to the Colorado Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to Colo. Rev. Stat. § 6-1-1306(a)(IV) and 4 Colo. Code Regs. § 904-3, Part 5; (c) with respect to the Connecticut Act, an Opt-Out preference signal sent with the Consumer’s Consent by a platform, technology, or mechanism indicating a Consumer’s intent to Opt Out of Sales of the Consumer’s Personal Information or the Processing of such information for Targeted Advertising pursuant to Conn. Gen. Stat. § 42-520(e)(1)(A)(ii); (d) with respect to the Delaware Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to Del. Code Ann. tit. 6, § 12D-106(e)(2); (e) with respect to the Louisiana Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to La. Stat. Ann. § 51:1780.3(E)(1)(c)(5); (f) with respect to the Maryland Act, an Opt-Out preference signal sent, with the Consumer’s consent, by a platform, technology, or mechanism to the First Party indicating the Consumer’s intent to Opt Out of the Processing of the Consumer’s Personal Information for purposes of Targeted Advertising or Sales pursuant to Md. Code Ann., Com. Law § 14-4707(f)(3)(ii); (g) with respect to the Minnesota Act, an Opt-Out preference signal sent, with such Consumer’s Consent, by a platform, technology, or mechanism to the First Party indicating such Consumer’s intent to Opt Out of Sales of the Consumer’s Personal Information or the Processing of such information for Targeted Advertising pursuant to Minn. Stat. § 325O.05; (h) with respect to the Montana Act, an Opt-Out preference signal sent with the Consumer’s Consent by a platform, technology, or mechanism indicating a Consumer’s intent to Opt Out of Sales of the Consumer’s Personal Information or the Processing of such information for Targeted Advertising pursuant to Mont. Code Ann. § 30-14-2809(3)(b); (i) with respect to the Nebraska Act, a technology that allows the Consumer to indicate the Consumer’s intent to Opt Out of the Processing of the Consumer’s Personal Data for Targeted Advertising or Sale pursuant to. Nebraska Act, § 87-1111(; (j) with respect to the New Hampshire Act, an Opt-Out preference signal sent with the Consumer’s Consent by a platform, technology, or mechanism indicating the Consumer’s intent to Opt Out of the Processing of the Consumer’s Personal Information for the purposes of Targeted Advertising or Sale pursuant to N.H. Rev. Stat. Ann. § 507-H:6(V)(a)(1)(B); (k) with respect to the New Jersey Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to New Jersey Act § 8(a); (l) with respect to the Oregon Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to ORS § 646A.578(5)(c) ; and (m) with respect to the Texas Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to Tex. Bus. & Com. Code Ann. § 541.055(e); (n) with respect to the Vermont Act, a process that allows Consumers to Opt Out of the Sale of their Personal Information or from the

Processing of their Personal Information for the purpose of Targeted Advertising through an Opt-Out preference signal pursuant to Vt. Stat. Ann. tit. 9, § 2415e(d)(2)(C).

1.37 "Kentucky Act" means the Kentucky Consumer Data Protection Act, KRS § 367.3611 et. seq., as changed, supplemented, amended, or replaced.

1.38 "Identification List for Signatories and Certified Partners" or the "Identification List" means the list compiled and maintained by IAB or its designee that identifies all: (i) Signatories; (ii) Digital Properties registered by First Parties; and (iii) Certified Partners. IAB or its designee shall make such Identification List publicly available (e.g., as a downloadable file or via an API feed). IAB reserves the right to condition access to the Identification List on acknowledgement and acceptance of additional terms and conditions.

1.39 "Indiana Act" means the Indiana Consumer Data Protection Act, Ind. Code Ann. § 24-15-1-1 et seq., as changed, supplemented, amended, or replaced.

1.40 "Inventory" means digital Ad inventory on a Digital Property available for purchase.

1.41 "Iowa Act" means the Iowa Act Relating to Consumer Data Protection, Iowa Code § 715D.1 et seq., as changed, supplemented, amended, or replaced.

1.42 "Limited Digital Advertising Activities" means the following activities when they involve the Processing of a Consumer's Personal Information in a manner that meets the Data Minimization Requirements and the Secondary Use Limitations: (i) First-Party Advertising; (ii) Frequency Capping Activities; (iii) Negative Targeting; (iv) Measure Ad Performance; (v) Apply Market Research to Generate Campaign Insights; (vi) Ad Fraud Detection; and (vii) Ad Viewability/Suitability. With respect to the Processing of Personal Information of California Consumers pursuant to the CCPA, the Limited Digital Advertising Activities and their corresponding Business Purposes are set forth under Schedule A of the MSPA.

1.43 "Louisiana Act" means the Louisiana Data Privacy Act, La. Stat. Ann. § 51:1780.1 et seq., as changed, supplemented, amended, or replaced.

1.44 "Manual Transmissions" means the disclosure of Personal Information by a Signatory to another party through a server-to-server transfer (and not from the Consumer client, e.g., through a pixel, tag, or SDK).

1.45 "Maryland Act" means the Maryland Online Data Privacy Act, Md. Code Ann., Com. Law § 14-4701 et seq., as changed, supplemented, amended, or replaced.

1.46 "Minnesota Act" means the Minnesota Consumer Data Privacy Act, Minn. Stat. § 325O et seq., as changed, supplemented, amended, or replaced.

1.47 "Measure Ad Performance" means (i) measure whether and how Ads were delivered to, and interacted with by, Consumers; and (ii) provide reporting about Ads, including their effectiveness and performance, such as Consumer interactions with such Ads (e.g., view and click information, conversions, and attribution).

1.48 "Minor Information" means Personal Information of a Consumer if the First Party has actual knowledge, willfully disregards, or should have known that the Consumer is younger than 18 years of age.

1.49 "Montana Act" means the Montana Consumer Data Privacy Act, Mont. Code Ann. § 30-14-2801 et seq., as changed, supplemented, amended, or replaced.

1.50 "Nebraska Act" means the Nebraska Data Privacy Act, Neb. Rev. Stat. § 87-1101, et seq., as changed, supplemented, amended, or replaced.

1.51 “Negative Targeting” means a designation by the Advertiser of a set of Consumers who are not to be targeted with certain Ads.

1.52 “New Hampshire Act” means the New Hampshire Expectation of Privacy Act, N.H. Rev. Stat. Ann. ch. 507-H, as changed, supplemented, amended, or replaced.

1.53 “New Jersey Act” means the New Jersey Data Privacy Act, New Jersey Act SB 332, as changed, supplemented, amended, or replaced.

1.54 “Oklahoma Act” means the Oklahoma Act Relating to Data Privacy, Okla. Stat. tit. 75A, § 300 et seq., as changed, supplemented, amended, or replaced.

1.55 “Opt Out” means a Consumer’s election (either directly or through the Consumer’s authorized representative) to opt out of the Processing of such Consumer’s Personal Information for purposes of: (i) Targeted Advertising; (ii) the Sale of Personal Information; and/or (iii) the Sharing of Personal Information.

1.56 “Oregon Act” means the Oregon Act Relating to Protections for Personal Data of Consumers, ORS § 646A.570 et seq., as changed, supplemented, amended, or replaced.

1.57 “Participant” and the correlative “Participating” means a Signatory that Processes Personal Information in connection with a Covered Transaction.

1.58 “Person” means an individual, partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency, or political subdivision thereof or other entity.

1.59 “Personal Information” means information that would meet the definition of “personal information” or “personal data” under any Applicable State Privacy Law, but for purposes of this Agreement, excludes Sensitive Personal Information.

1.60 “Post-Transaction Request” means, as applicable, a request directed by a Consumer to a Signatory to exercise the Consumer’s right(s) with regard to Personal Information disclosed in Covered Transactions under Applicable State Privacy Law.

1.61 “Process” and the correlative “Processing” has the meaning set forth in Applicable State Privacy Law.

1.62 “Pseudonymous Data” means, as applicable, “pseudonymous data” as such term is set forth in the Applicable State Privacy Laws.

1.63 “Publisher(s)” means the Participant(s) that own, control, and/or operate Digital Properties and make Inventory available for sale to Advertisers.

1.64 “Re-Sale” or “Re-Sell” means a Sale of a Consumer’s Personal Information by a Signatory or a Certified Partner after a Sale of that Personal Information to such Signatory or Certified Partner.

1.65 “Rhode Island Act” means Rhode Island Data Transparency and Privacy Protection Act, R.I. Gen. Laws § 6-48.1-1 et seq., as changed, supplemented, amended, or replaced.

1.66 “Sale” and the correlative “Sell” and “Sold” have the meaning set forth in Applicable State Privacy Law.

1.67 “Secondary Use Limitations” refers to the set of limitations in the Applicable State Privacy Laws, including, but not limited to, the CCPA and Colorado Privacy Act, that prohibits Processing Personal Information for purposes that are not reasonably necessary to, proportionate to, or compatible with the purposes for which the Personal Information was initially collected or Processed.

1.68 “Sensitive Personal Information” or “SPI” means information that would meet the definition of “Sensitive Personal Information” or “Sensitive Data” under any Applicable State Privacy Laws.

1.69 “Service Provider” means a “processor” or “service provider” as such terms are defined under Applicable State Privacy Laws.

1.70 “Share” and the correlative “Shared” or “Sharing” have the meaning set forth in the CCPA.

1.71 “Signal” means a signal that is set by the First Party, or a consent management platform acting on the First Party’s behalf, and sent between Participants and/or Certified Partners relating to the purchase/sale of Inventory in connection with a Covered Transaction, as described more fully in this Agreement, the Technical Signaling Implementation Guidelines, and the applicable specifications promulgated by IAB Tech Lab. The applicable signal specifications are available at: https://github.com/InteractiveAdvertisingBureau/Global-Privacy-Platform.

1.72 “Signatories” means the Persons acting on their own behalf that have executed this Agreement. First Party Signatories have the right, but not the obligation, to bind their Affiliates to this Agreement by registering such Affiliates’ Digital Properties on IAB’s registration page.

1.73 “Subprovider” means a non-Signatory that enters into a contract with a Downstream Participant in connection with a Covered Transaction where such contract is for the Processing of Personal Information for non-Digital Advertising Activities.

1.74 “Targeted Advertising” means “targeted advertising” or “cross-context behavioral advertising” as such terms are defined under Applicable State Privacy Laws.

1.75 “Technology Vendor” means an entity that uses client- or server-side technology (e.g., cookie, pixel, script, tag, API) to collect Personal Information in connection with a First Party Publisher’s Digital Property in order to provide such Publisher with services that constitute Limited Digital Advertising Activities pursuant to an agreement with such Publisher.

1.76 “Technical Signaling Implementation Guidelines” means the technical guidelines and requirements for setting, sending, and responding to Signals in a way that complies with this Agreement, as may be updated or amended from time to time. The current version is available at: https://www.iabprivacy.com/IAB%20MSPA%20Technical%20Signaling%20Implementation%20Guidelines%20v1.0.pdf.

1.77 “Texas Act” means the Texas Data Privacy and Security Act, Tex. Bus. & Com. Code Ann. § 541.001 et seq., as changed, supplemented, amended, or replaced.

1.78 “Third Party” has the meaning set forth in Applicable State Privacy Law.1.79 “Third-Party Segment Creation” means Downstream Participants’ or Certified Partners’ Processing of Consumers’ Personal Information (including, but not limited to, Consumers’ Personal Information within Advertiser or Publisher match files) for generating and matching audience segments for the purpose of Targeted Advertising. For the avoidance of doubt, Downstream Participants, when acting as Service Providers, shall not use any Advertiser or Publisher match file for any secondary use, including for integration into the Service Provider’s identity graph or for Targeted Advertising.

1.80 “Tennessee Act” means the Tennessee Information Privacy Act, Tenn. Code Ann. § 47-18-3301 et seq., as changed, supplemented, amended, or replaced.

1.81 “Underlying Agreements” means any agreements, other than this Agreement, by, between, and/or among Signatories and/or Certified Partners concerning a Covered Transaction.

1.82 “U.S. National Approach” means: (a) the provision to a Consumer by the First Party of notice regarding the First Party’s data Processing activities pursuant to the MSPA as if the Consumer is a resident of each and every state with an Applicable State Privacy Law; (b) the provision to a Consumer by the First Party of notice regarding the First Party’s opportunity to Opt Out of the Sale of the Consumer’s Personal Information, the Sharing of the Consumer’s Personal Information, and the Processing of the Consumer’s Personal Information for Targeted Advertising, as applicable, pursuant to the MSPA, as if the Consumer is a resident of each and every state with an Applicable State Privacy Law; (c) the provision to a Consumer by the First Party of Choice Mechanisms pursuant to the MSPA as if the Consumer is a resident of each and every state with an Applicable State Privacy Law; (d) a Signatory’s setting, transmitting, and honoring of Signals, where required under the MSPA, that communicates and adheres to Consumer choices in compliance with the MSPA and the Technical Signaling Implementation Guidelines and as if the Consumer is a resident of each and every state with an Applicable State Privacy Law; (e) a Signatory’s limiting its Processing of a Consumer’s Personal Information pursuant to the MSPA as if the Consumer is a resident of each and every state with an Applicable State Privacy Law; and (f) a Signatory otherwise complying with all requirements under Applicable State Privacy Laws as if the Consumer is a resident of each and every state with an Applicable State Privacy Law.

1.83 “Utah Act” means the Utah Consumer Privacy Act of 2022, Utah Code Ann. § 13-61-101 et seq., as changed, supplemented, amended, or replaced.

1.84 “Vermont Act” means the Vermont Data Privacy and Online Surveillance Act, Vt. Stat. Ann. tit. 9, § 2415a et seq., as changed, supplemented, amended, or replaced.

1.85 “Virginia Act” means the Virginia Consumer Data Protection Act, Va. Code Ann. § 59.1-575 et seq., as changed, supplemented, amended, or replaced.