

## FYBER CCPA ADDENDUM 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**”).

**This CCPA Addendum supersedes any click-through CCPA addendum that was agreed to by Supply Partner via the Fyber dashboard (the “Click-Through CCPA Addendum”). In any conflict or discrepancy between this CCPA Addendum and the Click-Through CCPA addendum, this CCPA Addendum shall and prevail.**

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, sharing or otherwise using 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 out-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 1<sup>st</sup>, 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](mailto:privacy@fyber.com).

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this CCPA Addendum with their respective signatures:

**Fyber**

**Supply Partner: [full legal company name]**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print or Type

Name: \_\_\_\_\_  
Print or Type

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_