

ADDITIONAL IDENTIFIERS TERMS OF USE

These Additional Identifiers Terms of Use (“**Terms**”) form an integral part of the AppsFlyer’s Master Services Agreement, available at <https://www.appsflyer.com/msa/>, the master service agreement or similar agreement (including any exhibits, appendices, annexes, terms, orders or policies referenced therein), as applicable (the "**Agreement**"), entered into by you and AppsFlyer and govern your creation of audiences through the AppsFlyer attribution and analytics services (the “**Services**”) based on identifiers other than IDFA for iOS and GAID for Android (“**Device Identifiers**”) including, without limitation, hashed email and hashed phone number (the “**Additional Identifiers**”).

BY CLICKING I ACCEPT YOU HEREBY REPRESENT THAT YOU HAVE READ AND AGREE TO THE TERMS AND THAT YOU HAVE THE FULL AUTHORITY TO ENTER INTO THESE TERMS AND TO ACCEPT THEM ON BEHALF OF THE ENTITY THAT IS A PARTY TO THE AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY YOU MAY NOT CLICK “I ACCEPT” UNTIL AUTHORIZED TO DO SO BY AN AUTHORIZED REPRESENTATIVE. YOU MAY DOWNLOAD A VERSION OF THESE TERMS BELOW AND SEND THEM TO YOUR AUTHORIZED REPRESENTATIVE FOR REVIEW AND APPROVAL. FOR ANY QUESTIONS YOU MAY CONTACT YOUR CUSTOMER SALES REPRESENTATIVE OR LEGAL@APPSFLYER.COM.

- 1. Permitted Restricted Data.** Under the Agreement, Customer may be restricted or prohibited from configuring or otherwise using the Services to collect or transfer to AppsFlyer certain personal data including, Additional Identifiers such as email addresses or phone numbers (the “**Restricted Data**”). Notwithstanding such restrictions or prohibitions, Customer has expressed its interest to collect or otherwise transmit to AppsFlyer the Additional Identifiers for the purpose of creating audiences and transmitting such audiences (including Additional Identifiers) to the third party services chosen by Customer. Subject to the terms and conditions herein, Customer hereby requests to collect or otherwise transmit to AppsFlyer, and AppsFlyer hereby approves Customer to collect or transmit to AppsFlyer, via the Services the following Additional Identifiers: (i) hashed email; (ii) hashed phone number; and (iii) any other identifier expressly permitted in writing by AppsFlyer or under the AppsFlyer documentation (“**Permitted Restricted Data**”).
- 2. Hashed Data.** Customer shall ensure that all Permitted Restricted Data will be transmitted to AppsFlyer solely in a hashed manner. Customer acknowledges and agrees that AppsFlyer does not require the Permitted Restricted Data to provide the Services to Customer and that the collection or transmission of the Permitted Restricted Data and its transfer by Customer to any third party via the Services is done solely at Customer’s voluntary election, discretion and full responsibility.
- 3. Representations and Warranties.** Customer represents and warrants that: (i) it shall collect, use, process and share Permitted Restricted Data in compliance with applicable data protection and privacy laws and regulations; (ii) provide appropriate notice to End Users that clearly and accurately discloses the fact that it collects Permitted Restricted Data and shares it with AppsFlyer and the third parties with which such data is shared; and (iii) it has all necessary rights and, where required by law, consents to: (a) collect and use the Permitted Restricted Data; and (b) enable the processing of Permitted Restricted Data by AppsFlyer as per the terms of the Agreement and these Terms.
- 4. Discontinuation.** AppsFlyer may at any time, with or without notice, and for any reason cease providing the additional functionality enabling the transmission and sharing of Permitted Restricted Data. AppsFlyer shall have no liability to Customer with respect to such discontinuation and in no event shall such discontinuation effect the Agreement in any way.
- 5. Indemnification.** Without derogating from any indemnification obligations of Customer under the Agreement, Customer shall defend and indemnify AppsFlyer (and its Affiliates, officers, directors and employees) from and against any and all damages, costs, losses, liabilities or expenses (including court costs and reasonable attorneys’ legal fees) which AppsFlyer may suffer or incur in connection with any claim, demand, action or other proceeding by any third party arising from: (i) Customer’s collection or transmission of Permitted Restricted Data via the Services; and (ii) breach of any terms under this Terms.

6. **Limitation of Liability.** NOTWITHSTANDING ANY LIMITATION OF LIABILITY UNDER THE AGREEMENT, SOLELY WITH RESPECT TO THE PROVISIONS HEREIN, IN NO EVENT SHALL APPSFLYER NOR ITS DIRECTORS, OFFICERS, AFFILIATES OR AGENTS BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER OR ANY LOSS OF PROFITS OR REVENUE ARISING OUT OF, OR RELATING TO, THE PERMITTED RESTRICTED DATA OR THE ARRANGEMENTS CONTEMPLATED HEREIN.
7. **General.** Except as expressly stated or amended hereunder, all terms, conditions and provisions under the Agreement shall remain in full force and effect.