

## Pinterest Advertising Services Agreement

This Pinterest Advertising Services Agreement (“**Agreement**”) is entered into between Pinterest, Inc. on behalf of itself and its affiliates (“**Pinterest**”) and the entity accepting this Agreement (“**Signatory**”), and governs Signatory’s access to and use of the Pinterest advertising service (the “**Ad Service**”). When Signatory uses the Ad Service on its own behalf it is an “**Advertiser**.” When Signatory uses the Ad Service on behalf of a third party, Signatory is an “**Agency**” and that third party is an “**Advertiser**.” The parties agree as follows:

### 1. The Ad Service

(a) Advertiser authorizes Pinterest to place the advertisements, related technology and any other content that Advertiser provides in connection with the Ad Service (“**Ad Content**”) on any Pinterest or third party product or property made available in connection with the Ad Service (“**Ad Service Properties**”). Advertiser is solely responsible for (i) Ad Content, (ii) any website, application or other destination to which Ad Content directs users (“**Destinations**”), (iii) services and products offered on Ad Content and Destinations (“**Advertiser Products**”), (iv) its use of the Ad Service (e.g. bidding and targeting decisions) and (v) any legally required disclosures or labeling in connection with the Ad Content.

(b) Advertiser grants Pinterest and its users a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, and distribute Ad Content on the Ad Service Properties. Nothing in this Agreement will restrict other legal rights Pinterest may have to Ad Content (for example, under other licenses).

(c) Advertiser represents and warrants that (i) it has all necessary rights to grant the licenses in Section 1(b), (ii) the Ad Content will not violate any applicable law or regulation, infringe any third party intellectual property rights, contain any material which may be harmful, abusive, obscene, threatening, defamatory, or otherwise infringe the Policies (as defined in Section 2), and (iii) that it has the necessary authority to enter into this Agreement. Advertiser will comply with all laws applicable to Advertiser’s use of the Ad Service and the Ad Content, Destinations, and Advertiser Products.

(d) If Advertiser collects data (including Ad Data as defined in Exhibit A) from end users that is used with an Ad Service feature (for example, conversion tracking), Advertiser must provide clear notice to each end user and obtain any legally-required consent from each end user for the collection, sharing and use of that data by Advertiser and Pinterest. If Advertiser uses Pinterest technology that stores and accesses cookies or other information on an end user’s device, Advertiser must clearly disclose, and obtain end user consent for, that activity where required by law. Advertiser will ensure that any personal data obtained from end users is processed and transferred in compliance with applicable data protection laws and regulations, and will follow all reasonable directions from Pinterest related to such compliance.

(e) Pinterest and Advertiser will each comply with the Pinterest Data Sharing Addendum attached as Exhibit A, the Joint Controller Addendum attached as Exhibit B, the State-Specific Data Terms attached as Exhibit C, and the Ad Data Terms located at [policy.pinterest.com/ad-data-terms](https://policy.pinterest.com/ad-data-terms).

(f) Agency represents and warrants that it: (i) is the authorized agent of Advertiser, and (ii) has the legal authority to enter into the Agreement, bind Advertiser under this Agreement, and use

the Ad Service, each on behalf of Advertiser. Agency will be liable for Advertiser's obligations under this Agreement to the extent Agency (i) fails to bind Advertiser to this Agreement or (ii) breaches its representations and warranties in this Section 1(f). Pinterest may share information about Agency's use of the Ad Service on behalf of an Advertiser with that Advertiser.

(g) Agency and Advertiser each represents and warrants that it will comply with all applicable laws, including any anti-bribery or anti-corruption laws, and is not named on the Specially Designated Nationals and Blocked Persons List or other sanctions lists administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury or otherwise subject to U.S., EU, U.K. or United Nations Security Council sanctions, and that its use of the Ad Service will not cause Pinterest to violate any applicable sanctions program.

(h) For clarity, Pinterest's Business Terms of Service ([business.pinterest.com/business-terms-of-service](https://business.pinterest.com/business-terms-of-service)), along with any additional terms between Advertiser and Pinterest, govern Advertiser's use of any Pinterest website, product, or service other than the Advertising Service.

## 2. Policies

Advertiser's use of the Ad Service is subject to the Ad Service policies made available to Advertiser ("**Policies**"), including Pinterest's Community guidelines ([policy.pinterest.com/community-guidelines](https://policy.pinterest.com/community-guidelines)), Advertising Guidelines ([policy.pinterest.com/advertising-guidelines](https://policy.pinterest.com/advertising-guidelines)), and Brand Guidelines ([business.pinterest.com/brand-guidelines](https://business.pinterest.com/brand-guidelines)). Pinterest may modify Policies from time to time. Advertiser authorizes Pinterest to review any Destination, including by automated means, to provide the Ad Service and to determine compliance with Policies. Advertiser will not, and will not authorize any third party to, (i) generate automated, fraudulent or otherwise invalid impressions, clicks, or other user actions, or (ii) use any automated means or form of scraping or data extraction to access information relating to the Ad Service, except as expressly permitted by Pinterest. Advertiser acknowledges that Pinterest has the right, but not the obligation, to monitor Ad Content. Pinterest may reject or remove Ad Content (i) where it reasonably suspects or becomes aware such Ad Content infringes any (a) applicable laws, (b) regulations or third-party rights, or (c) Policies, or (ii) for any reason. In addition, Pinterest may (i) suspend or terminate Advertiser's participation in the Ad Service if it believes in good faith that Advertiser is in breach of applicable laws, regulations, this Agreement, or Policies and (ii) modify or cancel the Ad Service at any time. Advertiser will not break or circumvent an Ad Service security measure or provide Ad Content that contains, or connects to, malware, spyware, unwanted software, or any other malicious code.

## 3. Payment

(a) General. Advertiser will pay all charges incurred in connection with the Ad Service based on the applicable billing metric (e.g. impressions, engagements, clicks or other metrics) ("**Charges**"). Charges will be based solely on Pinterest's measurements and are exclusive of taxes. Advertiser will pay all applicable taxes and other government charges. To the maximum extent permitted by law, Advertiser waives all claims related to Charges not disputed in writing 60 days after the applicable invoice or credit card charge. Pinterest may extend, revise, or revoke credit and invoice billing to Advertiser at any time in Pinterest's sole discretion.

(b) Payment. If Advertiser submits its credit card information for payment, Advertiser authorizes Pinterest to obtain pre-authorization and charge Advertiser's credit card for Charges. Advertiser is solely responsible for any additional fees (e.g. overage fees) resulting from the use of the credit card for payment. If Pinterest approves Advertiser for invoice billing, Pinterest will invoice Advertiser monthly and Advertiser will pay all Charges Net 30 days from its receipt of an invoice,

provided Pinterest may charge Advertiser's credit card, if submitted, for late unpaid invoices. Late payments will bear interest at a rate of 1.5% per month or the highest rate permitted by law, whichever is less. Advertiser will pay reasonable expenses and attorney's fees Pinterest incurs in collecting late payment.

(c) Agency Liability. If Agency uses the Ad Service on behalf of an Advertiser to which Pinterest has extended credit, and Pinterest relies on such Advertiser's credit limit for Agency's use of the Ad Service, then Pinterest will hold Agency liable for Charges solely to the extent Agency has received payment from the Advertiser. Pinterest reserves the right to seek payment directly from the Advertiser in the event Agency does not pay the Charges in accordance with Section 3(b). If (i) Pinterest cannot extend an Advertiser credit, (ii) Pinterest has extended Agency credit, and (iii) Agency elects in writing for Pinterest to rely on Agency's credit limit for Agency's use of the Ad Service on behalf of an Advertiser, then: Pinterest will hold Agency and the Advertiser jointly and severally liable for Charges Agency incurs in respect of such Advertiser, and Pinterest reserves the right to collect payment directly from Agency or Advertiser.

(d) API Partners. If Advertiser uses the Ad Service through an approved third-party service provider (an "**API Partner**"), Advertiser acknowledges that Pinterest cannot comply with any budget limits set by Advertiser and API Partner, and Advertiser will be responsible for all Charges incurred through an API Partner notwithstanding any budget limits

#### **4. CPM Makegood**

For campaigns involving guaranteed CPM deliverables, if the campaign's final actual impressions are below the agreed upon levels, the parties will use commercially reasonable efforts to agree upon the conditions of a makegood flight. Pinterest cannot guarantee the delivery of auction-based deliverables so makegoods will not be available.

#### **5. Confidentiality**

No party will disclose another party's Confidential Information to a third party except (i) to affiliates, contractors and agents who need to know it and who have agreed in writing to confidentiality obligations at least as protective as this Agreement, (ii) as required by law after using reasonable efforts to provide advance notice of such disclosure, or (iii) with the disclosing party's consent. "**Confidential Information**" means information disclosed by a party to the other party under this Agreement that is marked confidential or would reasonably be considered confidential under the circumstances, and excludes any information that (i) is or becomes public, through no fault of the recipient, (ii) was rightfully acquired by or already known to the recipient without an existing confidentiality obligation, or (iii) is independently developed by the recipient.

#### **6. Disclaimer**

To the extent permitted by applicable law, the Ad Service is provided on an "as is" basis without warranty of any kind, whether express or implied. PINTEREST SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Advertiser acknowledges that third parties may generate user activity on Ad Content for prohibited or improper purposes, and any credits or refunds for such activity are at Pinterest's sole discretion.

#### **7. Limitation of Liability**

EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ITS OBLIGATIONS UNDER SECTION 8 (INDEMNITY), AND ITS BREACHES OF SECTION 5 (CONFIDENTIALITY) AND THE LAST SENTENCE OF SECTION 2, TO THE FULLEST

EXTENT PERMITTED BY LAW: (A) NO PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES (SUCH AS SPECIAL OR PUNITIVE DAMAGES), AND (B) EXCEPT FOR AGENCY OR ADVERTISER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, NO PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID OR PAYABLE BY ADVERTISER TO PINTEREST IN THE NINETY (90) DAYS BEFORE THE DATE OF THE ACTIVITY FIRST GIVING RISE TO THE CLAIM.

## **8. Indemnity**

(a) By Advertiser. Advertiser will indemnify, defend and hold harmless Pinterest and its officers, directors, employees, agents and affiliates, against any and all liabilities, damages, losses, costs and expenses (including legal fees) ("**Losses**") arising from or related to any third-party allegation or legal proceeding (any "**Claim**") arising from or related to: (i) the Ad Content, Destinations or Advertiser Products; (ii) breach of this Agreement; (iii) breach of any applicable laws; and (iv) Advertiser's gross negligence or willful misconduct.

(b) By Agency. Agency will indemnify, defend and hold harmless Pinterest and its officers, directors, employees, agents and affiliates, against any and all Losses arising from or related to any Claim arising from or related to Agency's breach of Sections 1(f) and 1(g).

(c) General. The party seeking indemnification will promptly notify the indemnifying party of the Claim and cooperate with the indemnifying party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the party seeking indemnification may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY ANOTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

## **9. Term / Cancellation**

(a) Campaigns involving auction-based deliverables may be canceled at any time prior to the auction.

(b) Campaigns involving guaranteed CPM deliverables may be canceled after the campaign start date with 14 days' written notice.

(c) Pinterest may modify this Agreement at any time. The modified Agreement will be posted at a URL available through Advertiser's Ad Service account, will not apply retroactively, and will become effective 7 days after posting except for changes made for legal reasons, which will become effective immediately.

(d) Either party may terminate this Agreement at any time with notice to the other party, but any continued Advertiser use of the Ad Service will be subject to the then-current Ad Service terms posted at a URL made available through Advertiser's Ad Service account.

(e) Sections 1 (The Ad Service), 2 (Policies), 3 (Payment), 5 (Confidentiality), 7 (Limitation of Liability), 8 (Indemnity), 9 (Term/Cancellation), and 10 (General) will survive termination of this Agreement.

## **10. General**

(a) The parties will resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising from or relating to this Agreement (“**Disputes**”) by binding arbitration by the American Arbitration Association (“**AAA**”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided in this Agreement. Unless the parties agree otherwise, the arbitration will be conducted in San Francisco, California. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees (“**Fees**”) in accordance with AAA rules, except that Pinterest will pay Advertiser’s reasonable Fees if Advertiser’s claim for damages does not exceed \$75,000 and is non-frivolous according to Federal Rule of Civil Procedure 11(b). The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this Section 10(a). Any judgment on the arbitrator’s award may be entered in any court of competent jurisdiction. Nothing in this Section 10(a) will prevent either party from seeking injunctive or other equitable relief for matters related to confidentiality, data security, intellectual property or unauthorized access to the Ad Service. ALL DISPUTES MUST BE BROUGHT IN A PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE A PARTY’S DISPUTE WITH THE DISPUTE OF A THIRD PARTY. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

(b) NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT A PARTY’S NON-WAIVABLE STATUTORY RIGHTS. If any provision of this Agreement is found invalid, illegal or unenforceable, the remainder of the Agreement will remain in full force and effect.

(c) Failure to enforce any provision of this Agreement will not constitute a waiver.

(d) Except for modifications to this Agreement by Pinterest under Section 9(c), any amendments to this Agreement must be in writing, executed by the parties and expressly state that they are amending this Agreement.

(e) Except as expressly stated in this Agreement, there are no third-party beneficiaries to this Agreement.

f) All notices must be in writing (including email). Notices of termination and breach must be sent to the other party’s legal department. The email address for Pinterest’s legal department is [commercial-contract-notices@pinterest.com](mailto:commercial-contract-notices@pinterest.com). All other notices may be sent to a party’s regular point of contact. Notice will be treated as given on receipt.

(g) No party will be liable for inadequate performance to the extent caused by a condition beyond the party’s reasonable control.

(h) No party may assign any part of this Agreement without the other party’s written consent except to an affiliate or in a change of control. Any other attempt to assign is void.

(i) This Agreement does not create any agency, partnership, or joint venture between the parties.

Last updated: February 13, 2023

## **EXHIBIT A: Pinterest Data Sharing Addendum**

This Pinterest Data Sharing Addendum ("**DSA**") supplements and is part of the Pinterest Advertising Services Agreement between Pinterest and Signatory ("**Agreement**"). The parties agree as follows:

**1. Definitions.** Unless otherwise defined below, all capitalized terms used in this DSA will have the meanings given to them in the Agreement:

"**Ad Data**" means the personal data that one party receives from the other specifically in connection with Signatory's access to and use of the Ad Service.

"**controller**" means a party that determines the means and purposes of processing personal data.

"**Data Protection Law**" means:

- (a) the ePrivacy Directive, including the applicable national implementation(s);
- (b) the Data Protection Regulation;
- (c) the UK Data Protection Regulation;
- (d) Law 13,709/2018 (General Data Protection Law) of Brazil;
- (e) the California Consumer Privacy Act of 2018 ("**CCPA**"); and
- (f) any other privacy, data protection or similar law or requirement that may apply to either party;

and, in each case, any replacement law, directive or regulation imposing equivalent obligations.

"**Data Protection Regulation**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any delegated or implemented acts adopted by the European Commission under that regulation, and any replacement directive or regulation imposing equivalent obligations.

"**Data Security Measures**" means appropriate technical and organizational measures to protect Ad Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, access, or processing.

"**EEA**" means the European Economic Area.

"**ePrivacy Directive**" means Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector as amended by Directive 2009/136/EC, and any replacement directive or regulation imposing equivalent obligations.

"**GDPR**" means the Data Protection Regulation and the UK Data Protection Regulation.

"**personal data**" has the meaning given to it in Data Protection Law.

"**processing**" has the meaning given to it in Data Protection Law and "process", "processes" and "processed" will be interpreted accordingly.

"**UK Data Protection Regulation**" means the Data Protection Regulation as amended and incorporated into English and Welsh, Scottish and Northern Irish law under the UK European Union (Withdrawal) Act 2018, and applicable secondary legislation thereunder.

**2. Scope and Roles.** This DSA applies to all processing of Ad Data between the parties in connection with the Ad Service. For the Joint Processing of EEA, Swiss, and UK data subjects' personal data described in the Joint Controller Addendum, attached below as Exhibit B, the parties are joint controllers and the terms of the Joint Controller Addendum shall additionally apply. For all other processing, each party acts as an independent controller with respect to the Ad Data which it processes.

**3. Compliance with Data Protection Law.** Pinterest and Signatory will each comply with their obligations in respect of processing Ad Data under applicable Data Protection Law and/or, where relevant, the applicable national implementation(s) of Data Protection Law. Each party shall have the right to take reasonable and appropriate steps to help ensure that the other party uses Ad Data in a manner consistent with the party's obligations under Data Protection Law. The parties shall discuss in good faith what steps these shall be when a party seeks to exercise such rights.

**4. Purpose.** Signatory will only process Ad Data in connection with its use of the Ad Service and for such other purposes as permitted by applicable law, including Data Protection Law. Pinterest will only process Ad Data in connection with its provision of the Ad Service and as permitted by applicable law, including Data Protection Law.

**5. Security.** Each party will implement Data Security Measures; provided that, at a minimum, Signatory agrees to provide at least the same level of privacy protection for Ad Data as is required under applicable Data Protection Law and/or, where relevant, the applicable national implementation(s) of Data Protection Law. Data Security Measures will be evaluated and updated on an ongoing basis to reflect advancements in technical and organizational measures available. Signatory will notify Pinterest in writing of any substantial changes to Data Security Measures.

**6. Personnel.** Each party will impose contractual obligations on those of its personnel, agents or subcontractors who it authorizes to access Ad Data, including obligations regarding confidentiality, data protection and data security, at least at the same level of protection as is required under applicable Data Protection Law.

**7. Transfers.** Each party will ensure that, if it transfers Ad Data outside the EEA, Switzerland, the UK, Brazil or other jurisdiction where applicable Data Protection Law so requires to a country not recognized by the European Commission or by applicable data protection authority as providing an adequate level of protection for personal data, that transfer will be covered by a valid derogation or a recognized compliance standard under applicable Data Protection Law for the lawful transfer of personal data outside that particular jurisdiction. If Signatory transfers Ad Data to Pinterest, Pinterest Europe Ltd. is the recipient of any Ad Data originating in the EEA, Switzerland and/or the UK, and Pinterest, Inc. is the recipient of all Ad Data originating anywhere else.

**8. Point of Contact.** Each party will provide the other party with a point of contact within its organization authorized to respond to enquiries in respect of the processing of Ad Data by that party contemplated by this DSA.

**9. Assistance with enquiries.** If (i) a party is obliged under Data Protection Law to provide information in response to an enquiry from a data subject or an authority about the processing of Ad Data by that party; and (ii) it is not possible for that party to provide sufficient information in order to discharge its obligations without the involvement of the other party, then, upon the first party's written request and provided that the requesting party reimburses the other party for the

costs arising from such assistance, the other party will provide it with reasonable assistance so that it may make the information available.

**10. Noncompliance.** If Signatory determines that it can no longer comply with this DSA: (i) Signatory shall promptly (and in no case later than five (5) business days after making such determination) notify Pinterest; (ii) Pinterest shall have the right to terminate the Agreement without penalty upon notice to Signatory; and (iii) Signatory will cease processing the Ad Data or take other reasonable and appropriate steps to remediate the situation.

**11. Disclosure.** Signatory authorizes Pinterest to provide this DSA and a copy of the relevant privacy provisions of the Agreement to any authority as required by law.

**12. Survival.** Sections 1-10 of this DSA shall survive termination of this DSA for so long as Signatory has custody, control or possession of the Ad Data. Sections 11 and 12 shall survive indefinitely.

## **EXHIBIT B: Pinterest Joint Controller Addendum**

This Pinterest Joint Controller Addendum ("**JCA**") is between Pinterest and Signatory (or "**you**") and supplements and forms part of the Pinterest Advertising Services Agreement between Pinterest and Signatory ("**Agreement**"). The parties agree as follows:

- 1. Definitions.** Unless otherwise defined below, all capitalized terms used in this JCA will have the meanings given to them in the Agreement (including the DSA).

"**Activity Data**" has the meaning given to it in the Ad Data Terms ([policy.pinterest.com/ad-data-terms](https://policy.pinterest.com/ad-data-terms)).

"**Joint Processing**" means the collection and transmission of Activity Data by you to Pinterest Europe through an authorized Ad Service feature (an "**Ad Data Feature**"), and includes the collection and transmission of Activity Data by the Pinterest Tag, a Pinterest API, or another Ad Service feature that lets you share Activity Data. Joint Processing does not include the subsequent processing of Activity Data by Pinterest.

"**Pinterest Europe**", "**us**", or "**we**" means Pinterest Europe Ltd., Palmerston House, 2nd Floor, Fenian Street, Dublin 2, Ireland.

References to "**Data Subject**", "**Joint Controller**", "**Personal Data Breach**" and "**Processor**" in this JCA have the meanings set out in the GDPR.

- 2.** This JCA applies only to the processing of personal data within the scope of the GDPR.
- 3.** Pinterest Europe and you are Joint Controllers in accordance with Article 26 of the GDPR with respect to the Joint Processing.
- 4.** The Joint Processing is subject to the provisions of this JCA. They apply to all activities in which the parties, their employees or their Processors are involved in the Joint Processing.
- 5.** Pinterest Europe's and your responsibilities for compliance with the obligations under the GDPR with regard to the Joint Processing are determined as follows:



Obligation under GDPR	Pinterest Europe	You
Article 6: Requirement of legal basis for Joint Processing	<b>[x]</b> (regarding Pinterest Europe's processing)	<b>[X]</b> (regarding your own processing )
Articles 13,14: Providing information on Joint Processing of Personal Data		<p><b>[X]</b> This includes as a minimum the provision of the following information in addition to your standard data policy or similar document:</p> <p>(i) That Pinterest Europe is a Joint Controller of the Joint Processing and that the information required by Article 13(1)(a) and (b) of the GDPR can be found in Pinterest Europe's Privacy Policy at <a href="https://policy.pinterest.com/en/privacy-policy#section-residents-of-the-eea">https://policy.pinterest.com/en/privacy-policy#section-residents-of-the-eea</a>.</p> <p>(ii) The information that you use Ad Data Features as well as the purposes for which the collection and transmission of Personal Data that constitutes the Joint Processing takes place.</p> <p>(iii) That further information on how Pinterest Europe processes Personal Data, including the legal basis Pinterest Europe relies on and the ways to exercise Data Subject rights against Pinterest Europe, can be found in Pinterest Europe's Privacy Policy at <a href="https://policy.pinterest.com/privacy-policy#section-residents-of-the-eea">policy.pinterest.com/privacy-policy#section-residents-of-the-eea</a>.</p>
Article 26(2): Making available the essence of this JCA		<p><b>[X]</b> This includes as a minimum notice to data subjects that you and Pinterest Europe have:</p> <p>(i) entered into this JCA to determine the respective responsibilities for compliance with the obligations under the GDPR with regard to the Joint Processing;</p> <p>(ii) agreed that you are responsible for providing Data Subjects as a minimum with the information listed under no. 2;</p> <p>(iii) agreed that between the Parties, Pinterest Europe is responsible for enabling Data Subjects' rights under Articles 15-20 of the GDPR with regard to the Personal Data stored by Pinterest Europe after the Joint Processing.</p>

Articles 15-20: Rights of the Data Subject with regard to the Personal Data stored by Pinterest Europe after the Joint Processing	<input checked="" type="checkbox"/>	
Article 21: Right to object insofar as the Joint Processing is based on Article 6(1)(f)	<input checked="" type="checkbox"/> (regarding Pinterest Europe's processing)	<input checked="" type="checkbox"/> (regarding your own processing)
Article 32: Security of the Joint Processing	<input checked="" type="checkbox"/> (regarding the security of the Ad Data Features)	<input checked="" type="checkbox"/> (regarding the correct technical implementation and configuration of your use of the Ad Data Feature)
Articles 33, 34: Personal Data Breaches concerning the Joint Processing	<input checked="" type="checkbox"/> (insofar as a Personal Data Breach concerns Pinterest Europe's obligations under this JCA)	<input checked="" type="checkbox"/> (insofar as a Personal Data Breach concerns your obligations under this JCA)

6. All other responsibilities for compliance with obligations under the GDPR regarding the Joint Processing remain with each party individually.
7. This JCA does not grant you any right to request the disclosure of Personal Data of any Pinterest Europe user that is processed in connection with Pinterest Europe's services.
8. Data Subjects can exercise their rights under Articles 15-21 of the GDPR with regard to their Personal Data processed by Pinterest Europe directly against Pinterest Europe. If Data Subjects exercise their rights under the GDPR with regard to the Joint Processing against you, or you are contacted by a supervisory authority with regard to the Joint Processing, each a "**Request**", you will forward all relevant information regarding such Request to us promptly using [privacy-support@pinterest.com](mailto:privacy-support@pinterest.com) but within a maximum of seven (7) calendar days of such Request. Pinterest Europe agrees to answer Requests from Data Subjects in accordance with our obligations under this JCA. You agree to take all reasonable endeavours in a timely manner to cooperate with us in answering any such Request. You are not authorised to act or answer on Pinterest Europe's behalf.
9. If any portion of this JCA is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any portion of this JCA, it will not be considered a waiver. Any amendment to or waiver of these terms requested by you must be made in writing and signed by us. If there is a conflict between this JCA and the Pinterest Data Sharing Addendum, this JCA will supersede.

## EXHIBIT C: U.S. State-Specific Data Terms

These State-Specific Data Terms (“**State Terms**”) supplement and are part of the Pinterest Advertising Services Agreement between Pinterest and Signatory (“**Agreement**”). The parties agree as follows:

1. **Definitions.** Unless otherwise defined below, all capitalized terms used in these State Terms will have the meanings given to them in the Agreement, Ad Data Terms ([policy.pinterest.com/ad-data-terms](https://policy.pinterest.com/ad-data-terms)), and DSA (together, “**Ad Terms**”).

“**CCPA**” means California Consumer Privacy Act of 2018, as amended, including as amended by the California Privacy Rights Act of 2020, and all implementing regulations.

“**LDP Data**” means conversion data subject to the CCPA or VCDPA transmitted to Pinterest with the Pinterest limited data processing technical signal (“**LDP Signal**”) enabled (further information at <https://help.pinterest.com/en/business/article/limited-data-processing>).

“**LDP Services**” means advertising-related Processing that qualifies as a Business Purpose, including Processing for purposes of auditing; security and integrity; debugging; short-term; transient uses; analytics; providing advertising or marketing services that do not include Cross-Contextual Behavioral Advertising, Targeted Advertising, or profiling; internal research; and efforts to improve quality and safety; and other purposes for which processors are permitted to process personal data under State Privacy Law. LDP Services include, for example, measurement, and fraud detection and prevention.

“**State Privacy Law**” means, as applicable:

- a. the CCPA;
- a. Virginia’s Consumer Data Protection Act, Va. Code Ann. § 59.1-571 et seq. (“**VCDPA**”);
- a. the Colorado Privacy Act, Colo. Rev. Stat. § 6-1-1301 et seq.;
- a. Connecticut’s Act Concerning Data Privacy and Online Monitoring, Pub. Act No. 22015;
- a. the Utah Consumer Privacy Act, Utah Code Ann. § 13-61-101 et seq.; and
- a. any and all implementing regulations associated with (a) to (e) above.

The terms “business purpose,” “cross-context behavioral advertising,” “personal data,” “personal information,” “process,” “processing,” “processor,” “sale,” “sell,” “share,” “service provider,” and “targeted advertising,” “third party,” have the meanings given in applicable State Privacy Law. As used herein, references to “processor” shall include “service provider,” references to “personal data” shall include “personal information,” and references to “controller” shall include “business.” Capitalized terms not defined here have the definitions given to them in the Ad Terms.

0. **Scope and Roles of the Parties.** Section 3 of these State Terms applies when Pinterest receives Ad Data subject to the CCPA as a Third Party. Section 4 of these State Terms applies when Pinterest receives LDP Data, in which case Pinterest will operate as a Processor to Signatory. Section 5 sets out Signatory’s obligations under these State Terms.

## 0. **CCPA Third Party Terms.**

- a. This Section 3 applies solely to Personal Information that is subject to the California Consumer Privacy Act of 2018, as amended, including as amended by the California Privacy Rights Act of 2020, and any regulations promulgated thereunder (the “**CCPA**”). Terms capitalized in this Section 3 but not otherwise defined in the Agreement shall have the meanings given to such terms in the CCPA.
- a. Pursuant to this Agreement Signatory may make available certain Personal Information to Pinterest for the sole purpose of Pinterest using that Personal Information to inform which advertisements are shown to Pinners on Pinterest, to measure the effectiveness of ads on Pinterest, to report on the effectiveness of such ads, and other purposes outlined and permitted in the Agreement, and Pinterest will only use the Personal Information for such purpose. Pinterest will comply with applicable obligations under the CCPA, including by providing the same level of privacy protection to the Personal Information as required by Signatory under the CCPA.
- a. Signatory has the right to take reasonable and appropriate steps to ensure that Pinterest uses Personal Information provided pursuant to this Agreement in a manner consistent with Signatory’s obligations under the CCPA, including by reviewing materials generally made available by Pinterest for such purposes, such as Help Center articles, within 12 months as of the date of Signatory’s request.
- a. Upon reasonable written notice, Signatory has the right to take reasonable and appropriate steps necessary to stop or remediate unauthorized use of Personal Information by Pinterest.
- a. Pinterest will notify Signatory if it makes a determination that it can no longer meet its obligations under the CCPA. If Signatory reasonably believes that Pinterest is using Personal Information in an unauthorized manner, Signatory has the right to notify Pinterest of such belief via [commercial-contract-notices@pinterest.com](mailto:commercial-contract-notices@pinterest.com), and the parties will work together to remediate the allegedly violative activities, if necessary.

## 0. **Processor Terms.**

- a. Pinterest offers the LDP Signal, which allows Signatory to control when Pinterest will act as a processor with respect to LDP Data. This Section 4 applies to the extent Signatory makes available to Pinterest LDP Data.
- a. Signatory discloses such LDP Data to Pinterest solely for the purposes of performing the LDP Services. Signatory instructs Pinterest to process LDP Data for such purposes.
- a. Pinterest will not (i) sell or share such LDP Data; or (ii) process such LDP Data for purposes of targeted advertising.
- a. Pinterest will assist Signatory in meeting certain obligations under State Privacy Law with respect to LDP Data, including by (i) providing Signatory tools or other means to enable it to process consumer rights requests received pursuant to State Privacy Laws; (ii) contributing to data protection impact assessments where required by State Privacy Laws, by providing information about Pinterest’s standard practices (e.g., help center articles); (iii) implementing reasonable security procedures and practices appropriate to the nature of such LDP Data designed to protect such LDP Data from unauthorized or illegal access, destruction, use, modification, or disclosure in accordance with State Privacy Law.
- a. Pinterest will treat the LDP Data as confidential and ensure that individuals who process it are subject to an appropriate obligation of confidentiality.
- a. Pinterest will delete the LDP Data at Signatory’s instruction upon conclusion of the Ad Terms, unless further retention is required by law. Pinterest will process the LDP Data for however long the Ads Terms remain in effect.
- a. Upon Signatory’s request, Pinterest will make available to Signatory the following information Pinterest determines is reasonably necessary to enable Signatory to

evaluate Pinterest's compliance with its obligations under this Section 4 (Processor Terms) with respect to LDP data.

- a. If Pinterest engages a subprocessor to process LDP Data, Pinterest will:
  - . Ensure it has a written agreement in place with such subprocessor that obligates the subprocessor to comply with terms at least as restrictive as those set forth in this Section 4; and
  - . To the extent required by State Privacy Laws, provide Signatory (1) notice of the planned engagement of any new subprocessor; and (2) an opportunity to object.
- a. If LDP Data is subject to the CCPA, Pinterest will also:
  - . Notify Signatory without undue delay if Pinterest determines it can no longer meet its obligations under the CCPA with respect to LDP Data.
  - . Not retain, use, or disclose such LDP Data outside of the direct business relationship with Signatory or for any purpose, including Commercial Purposes, other than the for the purposes set forth in Section 4(b) above, unless otherwise permitted by the CCPA.
  - . If Signatory reasonably believes that Pinterest is processing LDP Data subject to the CCPA in an unauthorized manner, Signatory may notify Pinterest of such belief by email at the email address stated in the Ad Terms, and the parties will work together in good faith to remediate any such unauthorized processing.

#### **0. Signatory Obligations.**

- a. Signatory is and will remain solely responsible for its compliance with State Privacy Law, including through its use of the LDP Services. Signatory is solely responsible for designating the state of residence of the individual for whose data the LDP Signal is used.
- a. Signatory acknowledges that Pinterest offers the LDP Services solely with respect to LDP Data subject to the CCPA and that **Pinterest does not offer LDP Services or otherwise commit to restricted data processing for conversion data from individuals in states other than California.**
- a. **If Signatory offers or has committed, directly or indirectly, to honoring opt-out requests from individuals in jurisdictions other than California or with respect to data other than conversion data (collectively, "Excluded Data"), Signatory will not disclose or otherwise make available to Pinterest, directly or indirectly, any Excluded Data.**
- a. Signatory will provide notices and choices as required by applicable law (including, without limitation State Privacy Laws) sufficient to cover processing by Pinterest as contemplated in these State Terms.
- a. To the extent Pinterest discloses any de-identified data to Signatory, Signatory will (i) not attempt to re-identify such data; (ii) use reasonable administrative, technical, and organizational measures to prevent any such reidentification or inadvertent release of such data; and (iii) publicly commit to maintain such data in de-identified form and not to attempt to re-identify such data.

**Changes to These Terms.** Pinterest may change these State Terms without notice in the event of changes to applicable State Privacy Law (including the issuance of a regulation, court order or governmental guidance relating to State Privacy Law) or changes to the LDP Services.