2026-04-17

Retail Media Specific Terms

1. General

These Retail Media Specific Terms govern the provision of the Voyado Elevate Component "Retail Media" (the "**Retail Media Component**") to Customer and Customer's use thereof. These terms form an integral part of the Product Specific Terms for Voyado Elevate and supplements the General Terms. In the event of conflict between these terms and the Product Specific Terms for Voyado Elevate, these terms shall prevail.

2. Definitions

Any terms defined in the Agreement shall have the same meaning when used herein. The following terms shall have the meaning ascribed below:

"Advertiser" means any third party that purchases, or seeks to purchase, advertising inventory from Customer through the Retail Media Component, whether directly or through an agent or agency.

"Billing Data" is defined in Section 6.

"customerKey" means the unique pseudonymous identifier implemented by Customer and made available to Supplier for the purpose of attributing impressions, clicks and purchases to individual sessions.

"Sales Amount" means the amounts billable by Customer to Advertisers for advertising inventory and related retail media services provided through the Retail Media Component, as recorded in the Billing Data for the relevant period, excluding VAT and other similar sales taxes. Sales Amount shall be determined net of refunds, credits, chargebacks and cancelled orders to the extent reflected in such Billing Data.

3. Scope of the Retail Media Component

3.1 Retail Media Component. The Retail Media Component is the service functionality that enables the placement, management and reporting of retail media advertising within the Product, as further described in this Section 3 and the Documentation. For the avoidance of doubt, the availability of the Retail Media Component functionality below is dependent on Customer's implementation (as described in Section 8 below).

3.2 Available Ad Formats. The Retail Media Component initially includes the following ad formats:

1. **Sponsored Slices:** Sponsored Slices are reserved positions within organic product listings, surfacing products belonging to the winning Advertiser as determined by real-time auction. Sponsored Slices may be applied to category pages, search results and recommendation lists, subject to Customer's implementation configuration.

2. **Sponsored Lists and Carousels:** Sponsored Lists and Carousels are stand-alone ad modules placeable on any category or landing page, supporting one or more winning Advertisers per placement.

3.3 Additional Ad Formats and Channels. Additional ad formats or channels may be included as they become available within the Product.

4. Inventory Management and Auction Mechanics

4.1 Placement Inventory Control. Customer controls the configuration of its placement inventory through the Product API or the Product user interface, including the selection of pages, positions and placements made available for advertising. Supplier does not determine which placements Customer makes available to Advertisers.

4.2 Ad Formats and Channels. The ad formats and channels available within the Retail Media Component are set out in Section 3. Customer configures the use of available formats through the Product API or the Product user interface. Supplier may, from time to time, introduce additional ad formats or channels within the Product; any such additions will be made available to Customer in accordance with Section 3.3.

4.3 Auction Logic. The auction logic governing the selection and ranking of winning bids is owned and operated exclusively by Supplier. Supplier reserves the right to adjust, optimize, or otherwise modify the auction logic at any time. Supplier does not warrant any particular auction outcome, bid win rate or advertising yield. Customer acknowledges that auction results may vary depending on factors including, but not limited to, bid levels, competition, product eligibility and platform conditions.

4.4 Campaign Configuration. Customer is responsible for (i) pacing: configuring all campaign pacing settings, whether set directly by Customer or by its Advertisers, through the Product API or the Product user interface. Supplier controls the underlying pacing logic only, and shall have no responsibility for pacing outcomes that result from settings configured by Customer or its Advertisers; and (ii) targeting: to the extent targeting parameters are made available within the Retail Media Component, all targeting configurations, whether applied directly by Customer or by its Advertisers through the Product API or the Product user interface. Supplier shall have no responsibility for targeting outcomes that result from settings configured by Customer or its Advertisers.

4.5 No Guaranteed Placements. All placements within the Retail Media Component are allocated on a best-efforts basis, whether through auction-based allocation, fixed impression packages, or such other agreed format. Supplier does not guarantee that any specific placement will be won, delivered or fulfilled. The availability of any given placement at any given time is subject to Customer's inventory configuration, applicable auction outcomes and the operational status of the Retail Media Component.

5. Reporting and Data Sharing

5.1 Campaign Performance Reports. Supplier shall provide Customer with access to campaign performance reports within the Product. Such reports shall cover, as a minimum, the following metrics: impressions, clicks, click-through rate (CTR), effective cost per mille (eCPM), cost per click (CPC), attributed sales, attributed orders, return on ad spend (ROAS) and conversion rate.

5.2 Reporting Limitations and Data Discrepancies. Customer acknowledges that performance data made available by Supplier under these terms is intended solely for the purpose of managing Customer's Retail Media programme. Supplier does not warrant that reporting figures will correspond to, or align with, data recorded by any third-party measurement tool or Advertiser-side system. The data source applicable to billing and invoicing under these terms is governed by Section 6. The data source applicable to billing and invoicing under these terms is governed by Section 6.

5.3 Use of customerKey for Attribution. The Retail Media Component uses Customer's customerKey to attribute impressions, clicks and purchases to individual sessions for the purposes of campaign measurement and reporting. Such processing is carried out in accordance with, and governed by, the DPA entered into between the Parties.

6. Billing Data

6.1 Provision of Billing Data. Supplier shall make available to Customer the data required to support Customer's billing of Advertisers ("**Billing Data"**). The Billing Data shall be derived from the Product, or such other system of record as Supplier may designate for billing purposes under these terms, and may include, without limitation, data on impressions, clicks, costs and other campaign-related metrics relevant to the applicable commercial model.

6.2 Data Source for Billing. The Billing Data constitutes the authoritative data source for billing and invoicing under these terms. The Billing Data is provided solely as a basis for Customer's own invoicing or charging of Advertisers, and Customer is solely responsible for determining how such data is used in its billing processes and for ensuring that any invoicing to Advertisers is accurate and compliant with applicable agreements and laws.

6.3 No Responsibility for Customer Billing. Supplier does not assume any responsibility for Customer's billing to Advertisers, or for any discrepancies between the Billing Data and amounts invoiced by Customer to Advertisers.

7. Fees

7.1 Fees. The fees payable by Customer to Supplier for the Retail Media Component consist of the following elements, as further detailed in the Order Form price list: (i) a variable fee calculated as a revenue share of the Sales Amount generated through the Retail Media Component, at the revenue share rate is set out in Order Form price list; and (ii) a fixed fee, payable regardless of the Sales Amount generated in the relevant period.

7.2 Invoicing. Invoicing for the Retail Media Component shall be based on the data recorded in the Product or in any other system of record designated by Supplier for that purpose (see Section 6 above).

8. Onboarding and Activation

8.1 Activation of Retail Media Component. Supplier shall activate the Retail Media Component within Customer's Voyado Elevate instance by configuring the required runtime settings.

8.2 Customer Responsibilities. Customer is responsible for completing all required backend and storefront integration work as specified in Supplier's technical documentation, including, but not limited to, backend configuration and storefront rendering of sponsored placements. Supplier shall provide Customer with access to the relevant technical documentation upon commencement of the onboarding process.

8.3 Dependencies. Customer acknowledges that the Retail Media Component's functionality and correctness are dependent on Customer's completion and proper execution of the integration work referred to in this Section. Supplier shall not be responsible for any lack of functionality, errors, or incorrect behavior of the Retail Media Component to the extent such issues arise from Customer's failure to complete, or correctly implement, such integration work. The Retail Media Component will not be fully functional until Customer's integration work has been completed and verified by Supplier, and Supplier shall not be liable for any delay in activation arising from Customer's failure to complete such integration work in a timely manner.

8.4 Activation Support. Supplier shall provide reasonable activation support to Customer throughout the onboarding process.

9. Customer's Obligations

9.1 Compliance with Applicable Laws. Customer undertakes to comply with all applicable laws, regulations, and regulatory guidance in connection with its use of the Retail Media Component, including, without limitation, all applicable data protection and privacy legislation.

9.2 Advertising Compliance Responsibility. Customer is solely responsible for ensuring that all advertisements, promotional content and campaigns published or distributed through the Retail Media Component comply with all applicable laws, regulations, codes of practice, and platform policies governing advertising, including, without limitation, rules on misleading advertising, consumer protection, and sector-specific advertising restrictions.

9.3 No Supplier Review. Customer acknowledges that Supplier does not review, approve or assume any responsibility for the content of any advertisement placed by Customer or its Advertisers through the Retail Media Component. Customer shall indemnify and hold Supplier harmless from and against any claims, losses, damages, costs or liabilities arising out of or in connection with any failure by Customer or its Advertisers to comply with the obligations set out in this Section.

10. Advertiser Relationships

10.1 Customer Contracts Directly with Advertisers. Customer contracts with Advertisers in its own name and on its own account. Supplier is not a party to, and has no rights or obligations under, any agreement entered into between Customer and any Advertiser. Supplier makes no representations and gives no warranties to any Advertiser and assumes no responsibility or liability of any kind towards any Advertiser in connection with the Retail Media Component or otherwise.

10.2 Customer Responsibility for Advertiser Management. Customer is solely responsible for managing all aspects of its relationships with Advertisers, including, without limitation: (a) negotiating, executing and enforcing agreements with Advertisers; (b) handling any disputes, complaints or claims raised by Advertisers; (c) processing any refunds or credits owed to

Advertisers; (d) managing any chargebacks or payment reversals initiated by Advertisers; and (e) bearing the risk of any bad debt or non-payment by Advertisers.

10.3 Supplier Invoicing Rights. For the avoidance of doubt, Supplier's right to invoice Customer under these terms and the Agreement is entirely independent of Customer's ability to collect payment from, or enforce any obligation against, any Advertiser.

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