



VIANT AI TERMS OF SERVICES

These ViantAI Terms of Use apply to your use of all services provided and accessed through ViantAI which may include media planning, other services developed from time to time in connection with ViantAI, and all software, models, systems, data, applications and websites associated with the foregoing services (collectively, the “**ViantAI Services**”). By accessing and/or using the ViantAI Services, you agree to these ViantAI Terms of Use and any applicable additional terms, policies and guidelines made available to you from time to time (collectively, the “**TOS**”). Please read the TOS carefully, as they form your entire agreement with Viant US LLC (“**Viant**”, “**we**”, “**our**” or “**us**”).

1. Registration and Access

- A. Authorized Users. The ViantAI Services may only be accessed and used by authorized users with a valid account approved by Viant. To be an authorized user, You must i) be at least 18 years old or the minimum age required by applicable laws to consent to use the ViantAI Services, ii) submit a request form to us to open an account with accurate and complete information, and iii) be approved by us to access the ViantAI Services. Viant may approve or reject your access to the ViantAI Services in its sole discretion at any time. Viant may require each user within an organization to separately request and obtain approval, and agree to the TOS, prior to accessing the ViantAI Services.
- B. Your Account. You are responsible for all activities that occur under your account, including by any third-party who are authorized to access your account in writing by Viant. To protect your account, you must keep any credentials provided by Viant confidential. You will not share your credentials or grant access to any third party or with other employees, contractors or designees without Viant’s prior written approval. Unless approved by Viant in writing, you will not reuse your account credentials for other Viant’s products and services. If you do not have access to the credentials provided to you by Viant, and otherwise cannot validate your account to Viant, you agree that you may not access your account and that all the activity and data associated with your account may not be retrievable. You are responsible for the security of your account. You shall immediately notify Viant of any compromise, breach, theft of any credentials, or unauthorized access to your ViantAI account.
- C. Authority. You agree that you are authorized to enter into this agreement and permitted to use the ViantAI Services under applicable laws, rules and regulations. If you are using the ViantAI Services on behalf of an entity, you represent that you have the legal authority to accept the TOS on behalf of that entity, in which case that entity accepts the TOS, and "you" means that entity. If you are accessing an account(s) on behalf of the account owner (e.g., as an administrator, consultant, analyst, etc.), the TOS apply to your activities on behalf of the account owner.

2. Use of the ViantAI Services

- A. ViantAI Services. The ViantAI Services use a large language model designed to provide results and insights related to advertising media planning, buying and optimization, including omnichannel media plans (“**Results**”). You acknowledge and agree and that your use of the ViantAI Services may provide Results that do not achieve your expectations or contain incorrect, incomplete, irrelevant, inappropriate information. Viant makes no representations or warranties about the Results. You should evaluate and independently

verify the Results for correctness, completeness, relevance and appropriateness for your use case, including using human review prior to implementing any action.

- B. Right to use the ViantAI Services. Subject to your continuing compliance with the TOS, we grant you a personal, royalty-free, non-transferable, non-assignable, revocable, and non-exclusive license to use the ViantAI Services and the Results we may provide to you. This license is for the sole purpose of enabling you to use and enjoy the benefit of the ViantAI Services we provide, in the manner permitted by these TOS.
- C. Implementation of the Results. You may use, implement, and activate Results solely through Viant's products and services, provided that you have been approved by Viant and have executed a separate agreement with Viant for such products and services. Please contact your Viant representative to start the approval process if you are interested in using other Viant products and services. YOU REPRESENT AND WARRANT THAT YOU WILL NOT SHARE, USE, IMPLEMENT OR ACTIVATE ANY RESULTS OBTAINED THROUGH THE VIANT AI SERVICES WITH A COMPETITOR OF VIANT FOR ANY PURPOSE WHATSOEVER.
- D. Restricted Activities. You will not, and will not authorize, encourage or allow any third party to:
- i. provide illegal content or content that is threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable;
 - ii. use the ViantAI Services in violation of any applicable laws, rules or regulations;
 - iii. use the ViantAI Services in a manner that infringes, misappropriates or violates any third party's rights, including intellectual property or privacy rights;
 - iv. make available viruses or any other malicious code, files or content that may interrupt, destroy or limit the functionality of all or any part of the ViantAI Services, or affect other users;
 - v. interfere with or disrupt the ViantAI Services, servers, systems or networks connected to the ViantAI Services in any way;
 - vi. misappropriate or otherwise commercially exploit any part of the ViantAI Services; modify, copy, lease, sell, license, sublicense or distribute any of the ViantAI Services;
 - vii. modify, disassemble, decompile, reverse engineer, copy, reproduce, or create derivative works from the ViantAI Services, including any content, ideas, features or functions from within the ViantAI Services;
 - viii. access the ViantAI Services in order to compete with Viant, build a competitive product or service gather competitive intelligence;
 - ix. obtain or attempt to obtain unauthorized access to the ViantAI Services; damage or tamper with any part of the ViantAI Services; breach any security measure; or interfere with or disrupt our ViantAI Services, including circumventing any limits or restrictions, or bypassing any protective measures or safety mitigations; or
 - x. remove, obscure, or alter any legal notices displayed in or along with the ViantAI Services.
- E. Fees. We reserve the right to charge fees for the use of ViantAI Services or any feature of such services, whether currently in existence or not, in our sole discretion. Any fees, billing and payment terms will be subject to your prior written agreement.
- F. Feedback Disclaimer. You agree that any suggestion, idea, proposal, or other input for improving or otherwise modifying any of ViantAI Services ("**Feedback**") you submit to us, may be used by us without any notice, obligation, restriction, reimbursement or compensation to you and you waive (or agree not to enforce) any and all rights that may now or in future exist (including moral and equivalent rights) in any Feedback. Feedback is not Confidential Information (as defined herein).

3. Ownership and Rights

- A. Viant Ownership. Viant owns all right, title, and interest, including any intellectual property rights in and to the ViantAI Services and the Results (including all trademarks, tradenames and logos), which are Viant’s property and Confidential Information. Except as expressly stated herein, the TOS do not grant you any rights, including intellectual property rights, in the ViantAI Services or any of its components. Viant reserves all rights not expressly granted to you in the TOS. You must not use any branding or logos used in the ViantAI Services.
- B. Your Ownership and License Grant. Except for the rights granted in the TOS, as between Viant and You, when you upload, share with or submit information and content (“**Your Content**”) to the ViantAI Services you retain all right, title, and interest including any intellectual property rights that you hold in Your Content and you grant to Viant a non-revocable, royalty-free, non-exclusive license to host, store reproduce to use, prepare derivative works, modify, and distribute Your Content to provide the ViantAI Services. We reserve the rights to use Your Content to maintain, develop and improve our products and services, including for security purposes. The ViantAI Services have features and functionality powered by third-parties. By utilizing our ViantAI Services, you agree that we may share Your Content with such third parties. You represent and warrant that you have the necessary rights to grant us the license described in this section for any or Your Content that you upload, share with, submit to or use in connection with the ViantAI Services.

4. Privacy and Data Protection

- A. Viant Privacy Policy. Our privacy policy at <https://www.viantinc.com/privacy-center/> describes how we process personal information (as defined by applicable laws) that we collect from you, and your rights under data protection laws.
- B. Restricted Information. The ViantAI Services are not designed to ingest or use any personal information. You must not provide in Your Content, nor request in your queries, any type of personal information or data, whether hashed or un-hashed, including protected health information (as defined by the Health Insurance Portability and Accountability Act) or other health information and sensitive data (as defined by applicable laws, rules and regulations).

5. Term, Suspension and Termination

- A. Term. The TOS are applicable to you as long as you use the ViantAI Services. You are free to stop using the ViantAI Services at any time and to terminate your ViantAI account by providing thirty (30) days prior written notice to Viant via email at support@viant.ai.
- B. Changes in the ViantAI Services. In order to innovate, change and improve the ViantAI Services, we may, without notice to you, add or remove functionalities or features, create new limits to the ViantAI Services, or temporarily or permanently suspend or discontinue the ViantAI Services.
- C. Changes in Accessing Your Account. We reserve the right to temporarily or permanently suspend or terminate your access to ViantAI Services or terminate your account, if we determine in our sole discretion that i) you have violated any terms of the TOS, ii) it is necessary for us to comply with applicable laws, rules or regulations or a valid order of a court or other governmental authority, or that iii) your use of the ViantAI Services may threaten or cause harm to us, our products and services, other users or any other third party. We reserve the right to delete data and decommission your log-in credentials at any time after the last log-in to your ViantAI account.

D. **Rights and Obligations on Termination.** If your account is terminated, your access to the Results, your credentials, and all related information, files, and content associated with your account may be terminated. For the avoidance of doubt, any provision of the TOS that must survive to fulfill its essential purpose, shall survive, including Section 6 (Confidentiality), Section 7 (Disclaimer of Warranties), Section 8 (Limitation of Liability), Section 9 (Indemnification), Section 10 (Governing Law) and Section 11 (General).

6. Confidentiality. As used herein, “**Confidential Information**” means, any and all information disclosed by Viant to you through or in connection with the ViantAI Services, that is either (a) marked or identified as confidential or proprietary or (b) that would be reasonably understood as Viant’s Confidential Information at the time of disclosure, including the Results and these TOS. Information shall not be deemed Confidential Information if such information becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of the TOS by you. Confidential Information may be disclosed only to: (y) your employees as may have a need to know such information in the course of their duties or (z) your legal or financial advisors or potential acquirers on a need-to-know basis; provided, that, in each case, such recipients are bound by confidentiality obligations at least as restrictive as those set forth herein. Confidential Information may also be disclosed if required by applicable laws or valid order of a court or other governmental authority (provided that you deliver reasonable notice to Viant and use commercially reasonable efforts to cooperate with Viant’s attempt to obtain a protective order). Upon written request of Viant, you to promptly destroy all Confidential Information in your possession and certify to such destruction in writing.

7. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, VIANT DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. YOU ACCEPT THE VIANT AI SERVICES AND RESULTS ON AN “AS-IS” BASIS AND ACKNOWLEDGE THAT VIANT DOES NOT WARRANT AGAINST INTERFERENCE WITH ENJOYMENT OF THE VIANT AI SERVICES OR RESULTS, THAT THE VIANT AI SERVICES OR RESULTS ARE ERROR-FREE OR THAT THE OPERATION OF THE VIANT AI SERVICES WILL BE SECURE OR UNINTERRUPTED. VIANT SHALL NOT BE LIABLE IN CASE OF AN ACT OF GOD OR OTHER OCCURRENCE OUTSIDE OF ITS REASONABLE CONTROL. VIANT MAKES NO EXPRESS OR IMPLIED GUARANTEES, REPRESENTATIONS, OR WARRANTIES WITH RESPECT TO THE ACCURACY, RELIABILITY, RELEVANCE, APPROPRIATENESS OR AVAILABILITY OF THE VIANT AI SERVICES OR RESULTS, OR YOUR ABILITY TO MEET YOUR NEEDS. VIANT DISCLAIMS ALL LIABILITY ARISING FROM YOUR USE OF THE VIANT AI SERVICES AND RESULTS. YOU WILL NOT MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF VIANT TO ANY THIRD PARTY.

8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF THE THEORY OR TYPE OF CLAIM, YOU AGREE THAT NEITHER VIANT NOR ITS AFFILIATES, SUBCONTRACTORS OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF A PARTY IS AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE. YOU AGREE THAT VIANT’S MAXIMUM AGGREGATE LIABILITY HEREUNDER WILL NOT EXCEED \$100 (ONE HUNDRED DOLLARS).

9. Indemnification. To the extent permitted by law, you will indemnify and hold harmless us, our affiliates, and our officers, directors, employees or agents, from and against any costs, losses, liabilities, and expenses (including attorneys’ fees) resulting from any claim, allegation or legal action arising out of or relating to (i) your use of the ViantAI Services or Results and (ii) Your Content or any breach of the TOS.

10. Governing Law and Dispute Resolution.

A. **Governing Law.** These TOS are governed by the laws of the State of California, without reference to any conflicts of law principles that would apply the substantive laws of another jurisdiction to the parties’ rights or duties.

- B. Dispute Resolution. The parties agree that all unresolved disputes, claims, or controversies arising out of or relating to these TOS (“**Disputes**”) will be determined by binding arbitration in Los Angeles County, California before a single, neutral arbitrator who is a former or retired district court or appellate court judge of a United States District Court or United States Court of Appeals located in the State of California with at least three (3) years of experience adjudicating or handling matters related to the subject matter area of the Dispute. All Disputes shall be resolved on an individual basis and not as a class action, representative action, consolidated action, or any other type of multi-party proceeding. The parties shall share equally the costs of arbitration, including costs of transcribing the arbitration, but each party shall bear its own attorneys’ fees and related costs, unless otherwise provided by law or statute. The parties agree that the binding arbitration will be conducted under the Comprehensive Arbitration Rules & Procedures of JAMS.
- C. Informal dispute resolution. Before filing any formal legal action with regard to a Dispute, you agree to address your concerns in writing at dist-legal@viantinc.com. If we are unable to resolve a Dispute within 60 days of receipt of your notification, then either of us has the right to initiate arbitration.

11. General.

- A. Modification of the Terms. We reserve the right to update the TOS from time to time and any updates shall be immediately applicable. If the changes to the TOS materially impact your use of the ViantAI Services, we will notify you of the updated TOS and updates shall be effective at the date provided in our notification. In the event you disagree with any updates to the TOS, you may, within five (5) business days of the effectiveness of such updates, elect to terminate the TOS by providing written notice of termination in accordance with the terms herein (no updates to the TOS shall apply during such five (5) business day period or the notice period).
- B. Assignment. We may freely assign without notice our rights or obligations under the TOS in whole or in part to any affiliate, subsidiary, or successor-in-interest. You may not assign or transfer any rights or obligations under the TOS (including through a change of control); any attempt to do so will be void.
- C. Waiver. Our failure to exercise or enforce any right or provision of the TOS will not constitute a waiver of such right or provision.
- D. Severability. To the extent permitted by applicable law, if a provision of the TOS is held to be invalid or otherwise unenforceable, it will be interpreted to best accomplish the unenforceable provision’s essential purpose to the maximum extent permitted by applicable law, and the remaining provisions will remain in full force and effect.
- E. Export Control. You agree to comply with the export control laws and regulations of the United States and trade controls of other applicable countries, including without limitation the Export Administration Regulations of the U.S Department of Commerce, and the embargo and trade sanctions programs administered by the U.S. Department of Treasury, Office of Foreign Assets Control. You represent and warrant that you: (i) are not a prohibited party identified on any government export exclusion lists and (ii) will not re-export or use the ViantAI Services to transfer software, technology, or other data to prohibited parties or countries.