TapMind Demand Partner Data Terms

Version 1.0. Effective 5 November 2026

These Terms form part of the agreement between the TapMind company that signs it (the "TapMind Entity"), acting for and on behalf of TapMind Technologies Private Limited as controller ("TapMind"), and the demand partner identified in that agreement ("Partner"). They govern personal data in bid requests TapMind sends from any Digital Property (websites, mobile apps, connected-TV and OTT apps, pre-installed and audio apps) ("Request Data") and in bid responses Partner returns ("Response Data"). Capitalised terms not defined have the meanings in the agreement or Applicable Data Protection Law.

1. Roles

1.1 TapMind and Partner are independent controllers of Request Data. Each is responsible for its own legal basis, notices and compliance.

1.2 Nothing in these Terms makes either party the processor or agent of the other, except as stated in clause 3.4.

2. Permitted purposes and restrictions

2.1 Partner shall process Request Data only to decide whether and how much to bid, to serve, render, measure and frequency-cap the ad it bids on, to detect and prevent fraud and invalid traffic, and for aggregated internal analysis that does not identify an individual, device or publisher.

2.2 Partner shall not use Request Data to build or enrich profiles of end users beyond what the consent signals received with the request permit, to identify or contact end users, to link any identifier to a persistent identifier, to fingerprint devices, or to sell, licence or disclose Request Data to any third party other than its processors bound by written terms no less protective, or as required by law.

2.3 Partner shall promptly delete Request Data relating to impressions it does not win, and shall retain Request Data relating to impressions it wins only as long as necessary for the permitted purposes.

2.4 Partner acknowledges that TapMind never sends precise geolocation, hardware identifiers (including device serial numbers and MAC addresses), user-provided data or third-party identifiers, on any property type, and shall not require them.

2.5 Where Request Data contains approximate location, Partner shall use it only to select and measure the ad and shall not refine it, combine it with other location data to locate an end user more precisely, or infer visits to sensitive places from it.

3. Privacy signals and frameworks

3.1 Partner shall honour every privacy signal accompanying a request, including IAB TCF consent and vendor status, IAB GPP section flags, the US Privacy string, limit-ad-tracking, child-directed and any age

or restricted-processing flags, and shall not process personal data where the signals do not permit its processing.

3.2 Partner shall maintain registration on the IAB Europe Global Vendor List for as long as it receives requests relating to EEA, UK or Swiss users.

3.3 For requests relating to US consumers, Partner shall either be a signatory to the IAB Multi-State Privacy Agreement listed on its identification list, or comply with this clause 3 and clauses 2, 5 and 7 as equivalent terms; in either case Partner shall comply with applicable US state privacy law, provide the same level of privacy protection as that law requires of TapMind, and notify TapMind if it can no longer meet these obligations.

3.4 Where a request indicates that the consumer has opted out of the sale or sharing of personal information or of targeted advertising, Partner shall process the Request Data only as a service provider or processor for the limited purposes of frequency capping, measurement, fraud prevention and viewability, shall not use the advertising identifier to build or use a profile, and shall not combine the Request Data with personal data from any other source.

3.5 Partner shall support the IAB DSA transparency extension and return the required transparency data for EU requests marked as requiring it.

3.6 Partner shall not bid on requests marked child-directed unless it processes no identifier and has demand suitable for children.

3.7 Partner shall preserve the supply chain object accompanying each request without removing, altering or re-ordering its nodes.

3.8 Partner shall comply with the TapMind Demand Partner Policies at `tapmind.com/legal/demand-partner-policies`.

4. Transfers

4.1 For Request Data relating to EEA users, the parties incorporate the EU Standard Contractual Clauses (Commission Decision (EU) 2021/914), Module One, with Clause 7 included, Clause 17 law Ireland, Clause 18 forum Ireland, Annexes completed by Schedule A; the UK International Data Transfer Addendum for UK data; and the Swiss amendments for Swiss data.

4.2 Partner acknowledges that TapMind processes Request Data in India and at the locations listed at tapmind.com/legal/subprocessors under contractual safeguards.

4.3 For other jurisdictions, each party ensures its own transfer compliance.

5. Individuals' rights and cooperation

5.1 Each party responds to requests concerning its own processing and forwards requests concerning the other within five business days.

5.2 Partner shall act on deletion or withdrawal requests forwarded by TapMind, including requests received through the IAB Data Deletion Request Framework, within 30 days or the shorter period the applicable law or framework requires, and confirm completion on request.

5.3 Each party shall cooperate reasonably with the other's regulatory inquiries and, on request not more than once a year, provide information reasonably necessary to demonstrate compliance with these Terms.

6. Security and breach

6.1 Each party shall implement appropriate technical and organisational measures.

6.2 Each party shall notify the other without undue delay of a personal-data breach affecting Request Data or Response Data and cooperate in remediation and notifications.

7. Suspension and flow-down

7.1 TapMind may suspend or restrict traffic to Partner immediately where Partner breaches clause 2 or 3 or where TapMind reasonably believes continued traffic would breach Applicable Data Protection Law, and shall notify Partner of the reason.

7.2 Partner shall impose obligations no less protective than these Terms on anyone to whom it discloses Request Data and remains responsible for their compliance.

8. Changes, liability, term

8.1 TapMind may update these Terms on 30 days' notice; Partner may terminate the affected services if an update materially reduces its rights.

8.2 Each party's liability under these Terms is subject to the limitations in the agreement.

8.3 These Terms survive for as long as either party holds Request Data or Response Data.

8.4 Electronic signature accepted; governing law as in the agreement save that the Standard Contractual Clauses are governed as stated in clause 4.

Schedule A. Details of the transfer: Partner as importer; TapMind Technologies Private Limited as exporter for EEA data received from publishers, with the TapMind Entity signing on its behalf where it is not the signatory; data subjects: end users of publishers' Digital Properties; categories: property and placement data, install identifiers (apps), device and browser characteristics, IP-derived coarse location and, for mobile apps where enabled, approximate device location rounded on the device, consent signals, resettable advertising identifier (mobile, CTV, streaming device) with its type where permitted, supply chain object, ad outcomes; no special categories; frequency: continuous; retention per clause 2.3; competent authority per GDPR. **Schedule B.** Technical and organisational measures: access control, encryption in transit and at rest, logging, incident response, personnel confidentiality, sub-processor flow-down.