

TERMS OF USE: ID5 WEBSITE AND WIKI

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PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE.

These terms of use (together with the documents referred to in them) tell you the rules for using the ID5 Website, including the Knowledge Base and Developer Portal currently hosted at wiki.id5.io (collectively, our "Site").

1. WHO WE ARE AND HOW TO CONTACT US

1.1 Our Site is operated by ID5 Technology Ltd ("ID5", "we", "us"). We are registered in England and Wales under company number 10994960 and have our registered office at 8 Devonshire Square, 6th Floor, London, EC2M 4YJ, United Kingdom.

1.2 We provide this Site to offer technical documentation, API specifications, and integration guides for Publishers, Advertisers, Data Platforms, and other AdTech Intermediaries.

1.3 To contact us, please email contact@id5.io.

2. RELATIONSHIP TO OTHER AGREEMENTS

2.1 **Commercial Customers and Partners.** If you are a party to a Master Services Agreement ("MSA"), Identity Services Agreement ("ISA"), ID5 ID Agreement/ID5 ID Site Agreement or similar ("ID5 ID Agreement"), Data Processing Agreement ("DPA"), or other written agreement with ID5, those agreements (collectively, the "Existing Agreement(s)") shall prevail in the event of any conflict with these Terms regarding the commercial terms, privacy obligations, liability caps, or indemnification obligations associated with your use of ID5's services, provided, however, that specific technical specifications or operational requirements set forth in the Documentation (e.g., prohibitions on passing certain data fields) shall be deemed supplementary to, and not in conflict with, the Existing Agreement.

2.2 **Status of Documentation (Binding Requirements).** You acknowledge that this Site serves as the dynamic repository for the "ID5 Requirements," "ID5 IdentityCloud Requirements," "Documentation," "System Rules," or "Technical Specifications" (or similar) as referenced in your Existing Agreement(s). Accordingly:

(a) **Compliance.** Adherence to the technical specifications and integration methods set forth on this Site is a binding obligation under your Existing Agreement.

(b) **Precedence.** While technical requirements are dynamic, nothing in these Terms shall interpretively expand the scope of ID5's liability, warranty, or indemnity obligations beyond the specific caps and scope set forth in your Existing Agreement.

2.3 Non-Commercial Users. If you do not have an Existing Agreement with ID5, these Terms constitute the entire agreement regarding your use of the Site and Documentation.

2.4 Third-Party Repositories. This Site may link to third-party code repositories (e.g., GitHub). Code hosted on third-party repositories is governed by the specific license file contained within that repository, not these Terms.

3. BY USING OUR SITE YOU ACCEPT THESE TERMS

3.1 By accessing, browsing, or downloading materials from our Site, you confirm that you accept these Terms of Use and that you agree to comply with them.

3.2 If you do not agree to these Terms, you must not use our Site.

3.3 We recommend that you print a copy of these terms for future reference.

4. WE MAY MAKE CHANGES TO THESE TERMS AND SPECIFICATIONS

4.1 Updates to Terms. We amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

4.2 Updates to Technical Specifications. The AdTech ecosystem is dynamic. ID5 reserves the right to modify, deprecate, or discontinue API endpoints, SDK versions, or technical specifications described in the Documentation at any time.

(a) **Notice.** Subject to the notice requirements regarding material changes set forth in any Existing Agreement you may have with us, ID5 may deprecate features without prior notice on this public Site.

(b) **Your Responsibility.** It is your responsibility to monitor the "Release Notes" section of the Site for breaking changes to ensure your integration remains functional.

5. GRANT OF LICENSE AND INTELLECTUAL PROPERTY

We are the owner or the licensee of all intellectual property rights in our Site and in the material published on it. To facilitate your integration with ID5 while protecting our IP, we grant rights based on the type of content accessed:

5.1 Documentation Text (Proprietary License)

Ownership: Except for Code Snippets (defined below), all text, images, architecture diagrams, and methodology explanations are the proprietary intellectual property of ID5.

Grant: We grant you a limited, non-exclusive, non-transferable, revocable license to read and copy the Documentation internally solely for the purpose of evaluating or implementing an integration with ID5 services.

Restriction: You strictly may not:

Reproduce, distribute, or sell the Documentation to third parties;

Use the Documentation to build a competitive identity resolution product or identity graph;
or

Benchmarking: Use the Documentation or APIs to verify, benchmark, or compare the performance, match rates, or latency of ID5's services against third-party solutions for the purpose of external publication ("Competitive Intelligence").

5.2 Code Snippets License (Apache 2.0 Default)

To facilitate ease of integration, any software code examples, snippets, header bidding adapters, or SDK configuration files provided within the Documentation ("**Code Snippets**") are licensed to you under the Apache License, Version 2.0 (the "**Apache License**"), unless a specific file expressly states otherwise.

Default Application: In the absence of a specific license identifier or header in a Code Snippet, the Apache License, Version 2.0 shall apply by default.

License Terms: You may obtain a copy of the License at:
<http://www.apache.org/licenses/LICENSE-2.0>.

5.3 Prohibited Uses (AI & Scraping)

You strictly may not use any robot, spider, scraper, or automated means to access the Site for purposes of:

- (a) **AI Training:** Training, fine-tuning, or grounding any Artificial Intelligence (AI) or Machine Learning (ML) models;
- (b) **Graph Derivation:** Developing a competing identity graph, cross-device graph, or "fingerprinting" methodology; or
- (c) **Mirroring:** Systematically scraping content to create a mirror or derivative knowledge base.

6. DATA HYGIENE AND PRIVACY

6.1 Prohibited Data. You represent and warrant that you will not use the integration methods described in the Documentation to transmit any "Prohibited Data" to ID5. "Prohibited Data" includes: Special Category Data (as defined by GDPR Article 9) or Sensitive Personal Data (as defined under applicable privacy laws), personally identifiable information, biometric data, precise health data, financial account numbers, or data collected from children under the age of digital consent (e.g., COPPA restricted data).

6.2 Prohibited Transmission (URL Scrubbing). You acknowledge that HTTP GET requests often transmit data in clear text (e.g., URL query parameters, Referrer headers). You warrant that you will not include any PII (such as unhashed email addresses or names) or Prohibited Data (including, without limitation, URLs containing video titles or content descriptions subject to the VPPA) in any URL query parameters or HTTP headers sent to ID5 endpoints. ID5 accepts no liability for data leakage, privacy breaches, or regulatory fines resulting from your failure to scrub PII from HTTP requests. ID5 uses URLs for security and fraud detection purposes, and does not use URLs for modeling, behavioral, or commercial purposes.

6.3 Account Security. If you are provided with a user identification code, password, partner identification number (Partner ID), or API key, you must treat such information as confidential. You must not disclose it to any third party.

7. DISCLAIMER OF WARRANTIES

7.1 AS-IS Basis. THE SITE AND DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE". ID5 DOES NOT GUARANTEE THAT THE SITE, OR ANY CONTENT ON IT, WILL ALWAYS BE AVAILABLE OR BE UNINTERRUPTED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 Integration Risk. YOU ACKNOWLEDGE THAT IMPLEMENTING ADTECH INTEGRATIONS INVOLVES INHERENT TECHNICAL RISKS. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE DOCUMENTATION. ID5 DOES NOT WARRANT THAT THE INTEGRATION GUIDES ARE ERROR-FREE OR THAT THEY WILL FUNCTION IN YOUR SPECIFIC TECHNICAL ENVIRONMENT WITHOUT DISRUPTING YOUR ADVERTISING OPERATIONS.

7.3 No Legal Advice. The Documentation may contain sample language, drafting examples, or references to privacy laws (e.g., CCPA, GDPR, CIPA). **This content is for informational and operational purposes only and DOES NOT CONSTITUTE LEGAL ADVICE.** You acknowledge that: (a) ID5 is not a law firm and does not represent you; (b) Privacy laws are fact-specific and subject to change; and (c) You are solely responsible for obtaining your own legal counsel to validate that your privacy notices and consent flows comply with Applicable Laws. **ID5 disclaims all liability for any regulatory fines, litigation costs, or third-party claims arising from your use of or reliance on any sample legal text provided on the Site.**

8. THIRD-PARTY CONTAINERS AND WRAPPERS

Much of the Documentation relates to integrating ID5 via third-party wrappers, header bidding containers, or mediation platforms (e.g., Prebid.js, Amazon TAM, Google Open Bidding, Magnite). You acknowledge that ID5 does not control these environments. We are not liable for any failure, latency, discrepancies, or data leakage caused by:

- (a) Your configuration of the third-party wrapper;
- (b) Updates to the third-party wrapper code that render the ID5 module incompatible; or
- (c) Conflicts between the ID5 module and other bidder modules or page scripts.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, ID5 EXCLUDES ALL LIABILITY FOR ANY LOSS OR DAMAGE ARISING UNDER OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, OUR SITE OR DOCUMENTATION. IN PARTICULAR, WE WILL NOT BE LIABLE FOR:

- LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE;
- LOSS OF ADVERTISING YIELD, FILL RATES, CPMs, OR BID DENSITY;
- COSTS ASSOCIATED WITH ADVERTISER "MAKE-GOODS", REFUNDS, OR CREDITS;
- PAGE LATENCY, CORE WEB VITALS DEGRADATION, OR SEO RANKING PENALTIES;
- LOSS OR CORRUPTION OF DATA; OR
- ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

9.2 Liability Cap. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, ID5 IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH

YOUR USE OF THE SITE, ID5'S LIABILITY SHALL IN NO EVENT EXCEED £100.00 (ONE HUNDRED POUNDS STERLING).

(Note: Commercial customers are governed by the liability caps in their Existing Agreement).

9.3 **B2B Only.** Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence, or for fraud.

10. FEEDBACK

If you choose to provide suggestions, code corrections, feature requests, or feedback regarding the Site, Documentation, or ID5 services ("**Feedback**"), you hereby assign to ID5 all right, title, and interest in and to such Feedback. ID5 is free to use such Feedback for any purpose (including implementing it into the proprietary ID5 services or public Documentation) without acknowledgment or compensation to you.

11. GOVERNING LAW AND JURISDICTION

These Terms of Use, their subject matter, and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.