

# LADBIBLE GROUP SUPPLY PARTNER STANDARD TERMS AND CONDITIONS

## DEFINITIONS

**“Ad”** means any advertisement provided by Supply Partner on behalf of an Advertiser.

**“Advertiser”** means any advertiser for which Supply Partner is delivering Ads under an applicable IO.

**“Advertising Materials”** means artwork, copy, or active URLs for Ads.

**“Affiliate”** means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

**“Applicable Data Protection Laws”** means all laws and regulations that apply to the processing of personal data under an applicable IO. In the European Union (and outside the EU, if extraterritorially applicable), this will include: (i) Regulation 2016/679 (General Data Protection Regulation) (“**GDPR**”); (ii) any national laws implementing or supplementing the GDPR, as applicable; (iii) any applicable EU member state implementations of Directive 2002/58/EC (E-Privacy Directive); and (iv) any applicable replacement legislation for (i) to (iii). In the United Kingdom this will include: (i) the UK domestic version of the GDPR (the “**UK GDPR**”); (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (iv) any applicable replacement legislation for (i) to (iii). The terms “controller”, “processor”, “process” (and therefore “processes” and “processing”) and “data subject” shall have the meanings given in the GDPR or UK GDPR (as applicable).

**“Blacklisted Ads”** means Ads (a) for certain brands or buyers, (b) which link to certain domains (c) or certain product or service categories, or (d) with certain technical attributes, in each case described on the Media Company’s blocklist, as provided to Supply Partner and as updated by Media Company from time to time.

**“C2C SCCs”** means the agreement found at <https://www.ladbiblegroup.com/legal/c2c-sccs-agreement/>, which comprises: (i) module 1 of the standard contractual clauses approved by the EU Commission under Decision (EU) 2021/914; and (ii) the UK Addendum to the EU standard contractual clauses issued by the Information Commissioner under s119A(1) of the Data Protection Act 2018.

**“CPC Deliverables”** means Deliverables sold on a cost per click basis.

**“CPM Deliverables”** means Deliverables sold on a cost per thousand impression basis.

**“Deliverable”** or **“Deliverables”** means the inventory delivered by Media Company (e.g., impressions, clicks, or other desired actions).

**“IO”** means a mutually agreed insertion order that incorporates these Terms, under which Supply Partner will deliver Ads on Sites for the benefit of Advertisers.

**“Media Company”** means the publisher listed on the applicable IO.

**“Media Company Properties”** are websites specified on an IO that are owned, operated, or controlled by Media Company.

**“Network Properties”** means websites specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads.

**“Policies”** means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company’s public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

**“Representative”** means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

**“Restricted Transfer”** means a transfer of any personal data which is subject to the GDPR and/or the UK GDPR to a country or territory which does not have the benefit of an EU Commission approved adequacy decision issued under Article 45 GDPR.

**“Site”** or **“Sites”** means Media Company Properties and, where applicable, Network Properties.

**“Supply Partner”** means the supply partner listed on the applicable IO.

**“Terms”** means these terms.

**“Third Party”** means an entity or person that is not a party to an IO; for purposes of clarity, Media Company, Supply Partner, Advertiser, and any Affiliates or Representatives of the foregoing are not Third Parties.

**“Third Party Ad Server”** means a Third Party that will serve and/or track Ads.

## **I. INSERTION ORDERS AND INVENTORY AVAILABILITY**

- a. **IO Details.** The IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) Ad specifications, (iv) Ad placement restrictions and (v) where applicable, the identity of and contact information for any Third Party Ad Server.

- b. Availability; Acceptance. The IO and these Terms will be deemed accepted upon the earlier of (i) execution of the IO by Media Company and Supply Partner, or (ii) the display of the first Ad impression by Media Company, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Media Company and Supply Partner.

## II. **AD PLACEMENT AND POSITIONING**

- a. Compliance with IO. Media Company will comply with the IO, including all Ad placement restrictions. Media Company will provide access for the Supply Partner to deliver an Ad to the Site specified on the IO when such Site is visited by an Internet user. Any exceptions will be approved by Supply Partner in writing.
- b. Changes to Site. Media Company will use commercially reasonable efforts to provide Supply Partner at least 10 business days prior notification of any material changes to the Site that would materially change the target audience or materially affect the size or placement of Ads. Should such a modification occur with or without notice, as Supply Partner's and Advertiser's sole remedy for such change, Supply Partner may cancel the remainder of the affected placement without penalty within the 10-day notice period. If Media Company has failed to provide such notification, Supply Partner may cancel the remainder of the affected placement within 30 days of such modification and, in such case, will not be charged for any affected Ads delivered after such modification.
- c. Technical Specifications. Media Company will submit, include in its Policies, or otherwise make electronically accessible to Supply Partner final technical specifications and security requirements and Supply Partner shall comply with all such specifications and requirements.
- d. Editorial Adjacencies. Media Company acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the IO ("**Editorial Adjacency Guidelines**"). Media Company will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ads that appear on Media Company Properties, although Media Company will, at all times, retain editorial control over the Media Company Properties, and Supply Partner expressly acknowledges and understands the nature and tone of the content that appears on the Media Company Properties. For Ads shown on Network Properties (if applicable), Media Company and Supply Partner agree that Media Company's sole responsibilities with respect to compliance with these Editorial Adjacency Guidelines will be to obtain contractual representations from its participating network publishers that such publishers will comply with Editorial Adjacency Guidelines on all Network Properties and to provide the remedy specified below to Supply Partner with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should Ads appear adjacent to content on the Media Company Properties that breaches the Editorial Adjacency Guidelines, Supply Partner's sole and exclusive remedy is to request in writing that Media Company remove the Ads and not invoice Supply Partner for such Ads. After Supply Partner notifies Media Company that specific Ads are in violation of the Editorial Adjacency Guidelines, Media Company will make commercially reasonable efforts to correct such violation within 24 hours. Notwithstanding the foregoing, Supply Partner and Advertiser each acknowledge and agree that no Advertiser will be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from: (i) Ads placed at locations other than the Sites, or (ii) Ads displayed on properties that Supply Partner or Advertiser is aware, or should be aware, may contain content in potential violation of the Editorial Adjacency Guidelines.

For any page on the Site that primarily consists of user-generated content, the preceding paragraph will not apply. Instead, Media Company will make commercially reasonable efforts to ensure that Ads are not placed adjacent to content that violates the Site's terms of use. Advertiser's and Supply Partner's sole remedy for Media Company's breach of such obligation will be to submit written complaints to Media Company, which will review such complaints and remove user-generated content that Media Company, in its sole discretion, determines is objectionable or in violation of such Site's terms of use.

- e. Ad Standards. Notwithstanding any other provision in these Terms, Supply Partner shall use commercially reasonable endeavours to ensure (i) the Ads served on the Sites comply with the standards for online advertising published by the Coalition for Better Ads (<https://www.betterads.org>) as may be updated from time to time and the "L.E.A.N." best practice principles for online advertising standards published by the IAB UK and as may be updated from time to time; and (ii) no Blacklisted Ads are served on the Sites. If any Ads which do not conform with this section are displayed on the Media Company Properties: (a) Supply Partner shall upon notice immediately remove the Ads and prevent any reoccurrence of display of that and any other non-conforming Ad; and/or (b) Media Company shall have the right to remove any such Ads from the Media Company Properties without notice and without liability to Supply Partner or Advertiser.

### **III. PAYMENT AND PAYMENT LIABILITY**

- a. Invoices. Invoices will be sent by Media Company on a calendar-month basis and as specified on the IO. Invoices will be sent to Supply Partner's billing address as set forth on the IO and will include information reasonably specified by Supply Partner and any number or other identifiable reference stated as required for invoicing on the IO.
- b. Payment Date. Supply Partner will make payment 30 days from its receipt of invoice, or as otherwise stated in a payment schedule set forth on the IO.
- c. Payment Liability. Unless otherwise set forth on the IO, Media Company agrees to hold Supply Partner liable for payments due from Advertiser to Supply Partner for Ads placed in accordance with the IO. Supply Partner agrees to use best efforts to collect and clear payment from Advertisers on a timely basis.

### **IV. REPORTING**

Not used.

### **V. CANCELLATION AND TERMINATION**

- a. Without Cause. Either Media Company or Supply Partner may terminate an IO at any time without cause, upon fourteen (14) days' notice.
- b. For Cause. Either Media Company or Supply Partner may terminate an IO at any time if the other party is in material breach of its obligations hereunder, which breach is capable of remedy and not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Supply Partner or Advertiser breaches its obligations by violating any Policy, even if Supply Partner or Advertiser cures such breach, then Media Company may terminate the IO or placements associated with such breach upon written notice.

### **VI. MAKEGOODS**

Not used.

### **VII. BONUS IMPRESSIONS**

Not used.

### **VIII. FORCE MAJEURE**

- a. Generally. Excluding payment obligations, neither Supply Partner nor Media Company will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes ("**Force Majeure event**").
- b. Related to Payment. If Supply Partner's ability to transfer funds to third parties has been materially negatively impacted by an event beyond the Supply Partner's reasonable control (other than any acts or omissions of any Advertiser), including, but not limited to, failure of banking clearing systems or a state of emergency, then Supply Partner will make every reasonable effort to make payments on a timely basis to Media Company, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Supply Partner from any of its obligations as to the amount of money that would have been due and paid without such condition.
- c. Cancellation. If a Force Majeure event has continued for five (5) business days, Media Company and/or Supply Partner has the right to cancel the remainder of the IO without penalty.

### **IX. AD MATERIALS**

- a. Submission. Supply Partner will submit Advertising Materials pursuant to Section II(c) in accordance with Media Company's then-existing Policies. Media Company's sole remedies for a breach of this provision are set forth in Sections IX (b) and (c), below, and Sections X(a) and (b), below.

- b. Compliance. Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies, or that in Media Company's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below), provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Supply Partner.
- c. Damaged Creative. If Advertising Materials provided by Supply Partner are damaged, not to Media Company's specifications, or otherwise unacceptable, Media Company will use commercially reasonable efforts to notify Supply Partner within two (2) business days of its receipt of such Advertising Materials.
- d. No Modification. Media Company will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Supply Partner's approval. Media Company will use all Ads in strict compliance with these Terms and any written instructions provided on the IO.
- e. Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.
- f. Trademark Usage. Media Company, on the one hand, and Supply Partner and Advertiser, on the other, will not use the other's trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an IO without the other's prior written approval.

## **X. INDEMNIFICATION**

- a. By Supply Partner. Supply Partner will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from any Claims brought by a Third Party resulting from (i) Supply Partner or Advertiser's alleged breach of Section XII or of Supply Partner or Advertiser's representations and warranties in Section XIV(a), (ii) Supply Partner or Advertiser's violation of Policies (to the extent the terms of such Policies have been provided (e.g., by making such Policies available by providing a URL) via email or other affirmative means, to Supply Partner or Advertiser at least 14 days prior to the violation giving rise to the Claim), or (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms or an IO; or (iv) a breach of applicable laws by Supply Partner or Advertiser, or any claims from data subjects, controllers or penalties imposed upon Media Company by competent authorities, that arise as a result of any acts or omissions of the Supply Partner or Advertiser.
- b. Supply Partner represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to these Terms and each IO, and that all of Supply Partner's actions related to these Terms and each IO will be within the scope of such agency. Supply Partner will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from (i) Supply Partner's alleged breach of the foregoing sentence, or (ii) Claims brought by a Third Party alleging that Supply Partner has breached its express, Supply Partner-specific obligations under Section XII.
- c. Procedure. The indemnified party(s) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defense or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defense of all Claims. The indemnified party(s) agrees that the indemnifying party will have sole and exclusive control over the defense and settlement of all Claims; provided, however, the indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party(s) without its prior written consent.

## **XI. LIMITATION OF LIABILITY**

- a. Excluding Supply Partner's respective obligations under Section X, damages that result from a breach of Section XII, or intentional misconduct by Supply Partner, in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, or for any damages for loss of profits, business

interruption, loss of information, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.

- b. Media Company's total aggregate liability whether in contract, tort (including negligence) or for any other claims arising out of or related to the IO, shall not exceed the greater of (a) one hundred thousand pounds (£100,000) or (b) the amount paid or payable by Supply Partner to Media Company under the IO for the twelve (12) months preceding the date on which the event giving rise to the claim occurred.

## **XII. NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS**

- a. Definitions and Obligations. "**Confidential Information**" will include (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("**Discloser**") when given to the receiving party ("**Recipient**"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's contribution to IO Details (as defined below) shall be considered such Discloser's Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser's Confidential Information other than as provided for on the IO.
- b. Exceptions. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" will not include information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.
- c. Additional Definitions. As used herein the following terms shall have the following definitions:
  - i. "**IO Details**" are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.
  - ii. "**Media Company Data**" means (a) data relating to the sale and purchase (or attempted purchase) of the Media Company Inventory through the Supply Partner, including, without limitation, bid requests and successful or unsuccessful bids (including the value of both the original bid value and any clearing price values), price floors, unique bid IDs, the date and time of each bid, the applicable Media Company Inventory, URL and the Advertiser, data regarding impressions served to the Media Company Inventory (including impression IDs), and any data and/or metadata which is generated as a by-product of any of the foregoing, (b) audience data inferred from URLs, user identifiers, and any data and/or metadata which is generated as a by-product of any of the foregoing, and (c) any/all other personal data in respect of which Media Company is a controller and which is processed by Supply Partner under the IO (including where Supply Partner processes such personal data as an independent controller).
  - iii. "**Media Company Inventory**" means impressions on the Media Company Properties designated by Media Company, at its discretion, as being available for purchase under the IO.
  - iv. "**Processor Activities**" means the processing of Media Company Data carried out by Supply Partner solely on behalf of, and in accordance with the instructions of, Media Company, for the purposes of executing the sale of Media Company Inventory.

- v. **“Repurposing”** means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.
- vi. **“Site Data”** is any data that is (A) pre-existing Media Company data used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company, Media Company’s Site, brand, content, context, or users as such; or (C) entered by users on any Media Company Site other than Media Company Data.

d. Roles of the Parties

- i. The parties acknowledge and agree that when Supply Partner processes personal data in the course of undertaking the Processor Activities in relation to an applicable IO it shall be acting as a processor on Media Company’s behalf. In such circumstances, the parties shall comply with their respective obligations under the DPA in addition to the obligations set out in this Section XII.
- ii. The parties acknowledge and agree that, to the extent that Supply Partner processes personal data in undertaking any other activities in relation to this IO, it shall be acting as an independent controller. For the avoidance of doubt, that includes where Supply Partner independently collects such personal data, enriches personal data provided by Media Company with third party data, or otherwise processes such personal data under its own direction or outside the scope of the instructions provided to it by Media Company. In such circumstances, the parties shall comply with the remaining provisions of this Section XII. In addition, if and to the extent that Supply Partner’s processing of Media Company Data as an independent controller involves a Restricted Transfer from Media Company to Supply Partner, the parties shall comply with their respective obligations under the C2C SCCs (which are hereby incorporated into this IO).

e. Use of Media Company Data.

- i. Unless otherwise authorized by Media Company, Supply Partner and Advertiser will not: (A) use Media Company Data for Repurposing; (B) disclose Media Company Data to any Affiliate or Third Party except as set forth in Section XII(d)(ii).
- ii. Supply Partner and Advertiser (each a **“Transferring Party”**) will require any Third Party or Affiliate used by the Transferring Party in performance of the IO on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party, unless otherwise set forth in the IO.

f. Privacy Policies. Supply Partner, Advertiser, and Media Company will post on their respective websites their privacy policies and adhere to their privacy policies, which will abide by Applicable Data Protection Laws.

g. Compliance with Law. Supply Partner, Advertiser, and Media Company will at all times comply with all law, regulation and codes of practice applicable to their performance of their respective obligations under the IO, including Applicable Data Protection Laws. Without prejudice to the foregoing, Supply Partner shall not process any personal data in a manner that will or is likely to result in Media Company or its Affiliates breaching their obligations under Applicable Data Protection Laws.

h. IAB TCF. If and to the extent that Media Company sends Supply Partner user consent signals in accordance with the consent string protocol under the IAB Europe Transparency and Consent Framework (**“IAB TCF”**), Supply Partner shall at all times: (i) maintain approved vendor status under the latest version of the IAB TCF; and (ii) comply with the requirements of, and operate in accordance with, the latest version of the IAB TCF. In particular, where Supply Partner receives a null or “no consent” signal from Media Company in respect of a user, Supply Partner shall (and shall procure that any third party buyer or other intermediary within Supply Partner’s supply chain for the sale of Media Company Inventory shall) only deliver non-personalised Ads to that user.

**XIII. DELIVERY, TRACKING AND AUDIT**



- a. Delivery and Tracking. Supply Partner will track delivery through its ad server and agrees to provide Media Company with access to such information in accordance with Section XIII(c).
- b. Controlling Measurement. The measurement used for invoicing advertising fees under an IO ("**Controlling Measurement**") shall be the Supply Partner's measurement.
- c. Ad Server Reporting Access. Supply Partner will provide the Media Company with online or automated access to relevant statistics from the ad server (which shall at least include statistics on Ad delivery times, CPM Impressions, eCPMs, total Ad revenue, any Supply Partner commission on total Ad revenue and geo data) in real-time once Ads are being placed on the Site.
- d. Record Keeping. Supply Partner shall keep complete and accurate records relating to the delivery of Ads, including the calculation of the Deliverables and payments, in each case in a level of detail and granularity so as to enable the verification of the calculation of all payments made and received in relation to this Agreement (the "**Records**"). The Records shall be kept by Supply Partner for a minimum period of three (3) years from expiry or termination of this IO for any reason.
- e. Audit. At any time during the term of the IO and for a period of three (3) years following expiry or termination of this IO for any reason, Media Company shall be entitled to (whether itself or via a third party auditor) audit Supply Partner to ascertain the Supply Partner's compliance with the terms of this IO (including correct calculation of Deliverables and payment of revenues due). The audit shall include a review of the Records and any other data, records, systems and/or materials and access to any personnel, in each case which Media Company determines are reasonably necessary, to enable the verification of the Supply Partner's compliance with this IO and the accurate calculation of the payments to be successfully conducted. Unless an audit is required by or on behalf of a government or regulatory authority or by a court order, the exercise of Media Company's audit rights shall be subject to: (i) Media Company giving Supply Partner seven (7) days' prior written notice of its intent to exercise its audit rights; (ii) any such audit being conducted during Supply Partner's normal business hours; and (iii) any third party auditor entering into suitable confidentiality restrictions.
- f. Discrepant Measurement. In the event that any audit conducted reveals an underpayment of the Payment, without prejudice to Media Company's other rights and remedies, Supply Partner shall promptly pay the balance due to Media Supply Partner together with interest calculated in accordance with applicable law. In the event that either: (i) any such underpayment exceeds 5%; or (ii) the audit otherwise reveals a breach by Supply Partner of this IO; in each case without prejudice to the Media Company's other rights and remedies, Supply Partner shall be liable for the reasonable costs of the audit.

#### **XIV. MISCELLANEOUS**

- a. Necessary Rights. Media Company warrants that Media Company has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO subject to these Terms. Advertiser represents and warrants that Advertiser has all necessary licenses and clearances to use the content contained in the Ads and Advertising Materials as specified on the IO and subject to these Terms, including any applicable Policies.
- b. Assignment. Neither Supply Partner nor Advertiser may resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Media Company's prior written approval will be null and void. All terms and conditions in these Terms and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.
- c. Entire Agreement. Each IO (including the Terms) will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document.
- d. Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail. All IOs will be governed by the laws of England. Media Company and Supply Partner (on behalf of itself and Advertiser) agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in English courts, and the parties consent to the jurisdiction of such courts. No modification of these Terms or IO will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.

- e. Notice. Any notice required to be delivered hereunder will be deemed delivered two days after posting by pre-paid first –class post and immediately if sent during business hours by email to the address listed on the IO. For notices sent by email sent outside of business hours, notice will be deemed delivered at 9 am on the next business day. All notices to Media Company and Supply Partner will be sent to the contact as noted on the IO with a copy to the Legal Department. All notices to Advertiser will be sent to the address specified on the IO.
- f. Survival. Sections III, X, XI, XII, and XIV will survive termination or expiration of these Terms, and Section IV will survive for 30 days after the termination or expiration of these Terms. In addition, each party will promptly return or destroy the other party’s Confidential Information upon written request and remove Advertising Materials and Ad tags upon termination of these Terms.
- g. Headings. Section or paragraph headings used in these Terms are for reference purposes only, and should not be used in the interpretation hereof.

*Last updated 1 May 2023*