

# General Terms and Conditions of Sale

Schibsted Suomi Oy ("Schibsted") offers advertisers the opportunity to publish advertising, including banners and other advertisements ("Advertisement" / "Advertisements") on websites or mobile websites, mobile applications or newsletters ("Channels") provided by Schibsted and Schibsted's partners.

## 1. Application of the General Terms and Conditions of Sale

By purchasing a marketing campaign (the "Campaign") with advertising space and/or airtime, the legal entity marketing its products or services with the Advertisements (the "Advertiser") agrees to abide by these general terms and conditions of sale for advertising (the "General Terms and Conditions of Sale"). The valid General Terms and Conditions of Sale are available on Schibsted's website at: <https://ocast.com/oikotiefi/> and <https://ocast.com/torifi/>. The General Terms and Conditions of Sale also apply to a possible separate advertising agreement between Schibsted and the Advertiser, Schibsted's advertising offer, the parties' order confirmation and/or any other written agreement between the parties to purchase advertising (the "Agreement"). The General Terms and Conditions of Sale are an integral part of the Agreement. All references to the Agreement also refer to these General Terms and Conditions of Sale.

## 2. Ordering of the Campaign

When ordering the Campaign, the Advertiser must provide the Advertiser's name and the advertised product or service and deliver the Advertisement in accordance with the schedules and technical specifications set forth in Schibsted's advertising guidelines. Schibsted's valid advertising guidelines and advertising formats, as well as Channels, are defined at <https://ocast.com/fi/oikotiefi/products/display-mainonta-1> and <https://ocast.com/fi/torifi/Advertisements-pecs>. The Advertiser is responsible for marketing only the products and/or services of the Advertiser or its group companies in the Advertisement.

If the Advertiser does not deliver the Advertisement according to the schedule specified in Schibsted's advertising guidelines, the Advertiser is obliged to pay in full the agreed price for the publication of the Advertisement despite Schibsted not publishing the Advertisement on the agreed date due to the Advertiser's delay.

Unless otherwise agreed, the Advertiser cannot make changes to booked Campaigns nor affect the context in which the Advertisement is displayed.

The Advertiser is not entitled to sell the Campaign they have purchased to a third party.

If the Campaign is booked by a media or advertising agency used by the Advertiser or another media intermediary (the "Media Agency"), the Media Agency must ensure that the Advertiser operates in accordance with the Agreement. The Media Agency is responsible for having the right to act in its own name, but on behalf of the Advertiser, or is otherwise authorized to enter into the Agreement on behalf of the Advertiser. When the Media Agency enters into the Agreement on behalf of the Advertiser, the Media Agency accepts and undertakes to be responsible for all obligations imposed on the Advertiser under the Agreement and undertakes to act in accordance with the Agreement.

## 3. Ad Impression Guarantee and Channels

Schibsted grants an ad impression guarantee for Channel Campaigns sold on a view basis. If the number of views purchased during the Campaign is not completed, the Campaign will continue until the agreed

Advertisement views are fulfilled. Schibsted reserves the right to continue the Campaign until the agreed Advertisement views are completed. Upon separate agreement, any remaining views of the Advertisement can be compensated for in connection with the next Campaign. If the Advertisement views fall short of the target by no more than five (5) percent after the end of the Campaign, Schibsted will not replace the missed Advertisement views. The accumulation of views and clicks for the campaign is monitored through Schibsted's advertising management system.

For Campaigns purchased as part of an online package, Schibsted does not guarantee visibility on all Channels included in the package.

The operation of the Channels may be disrupted due to factors beyond Schibsted's control. Schibsted does not guarantee that the Channels will be error-free or that their availability will be uninterrupted. Schibsted shall not be liable for any direct or indirect damages arising out of the use or non-use of the Channels or their content. Schibsted shall not be liable for damages resulting from incomplete or delayed responses to the Advertisements or from incorrect information in the advertisement text.

The Advertiser acknowledges and accepts that the number of visitors to the Channels will vary from time to time. Schibsted is not responsible for such variations. The Advertiser also acknowledges and accepts that the Advertisement may not create any new customer relationships for the Advertiser and may not have any impact on the Advertiser's business and that Schibsted is not responsible in any way for such matters.

Schibsted reserves the right to make changes to the structure of the Channels and, in the event of such changes, to modify the format and structure of the Advertisement to reflect the new structure of the Channels.

#### **4. Responsibility of the Content of the Advertisements**

The Advertiser is responsible for ensuring that the Advertisement ordered by the Advertiser and delivered to Schibsted does not violate applicable laws, regulatory or self-regulatory guidelines (such as ICC Marketing Rules or the Finnish Competition and Consumer Authority's guidelines or decisions) or Schibsted's written guidelines (such as these General Terms and Conditions of Sale). Schibsted has the right, without liability, to refuse to display the Advertisement if the Advertisement violates the above requirements according to Schibsted's interpretation.

In addition, the Advertiser is responsible for the acquiring of title and/or rights of use to the Advertisements and for ensuring that the presentation and other use of the Advertisement does not infringe anyone's copyright, trademark, patent or other intellectual property right or other rights. The Advertiser is responsible for all costs arising from the acquisition of the above rights and the use of the Advertisement (including Teosto fees).

The Advertiser must produce the Advertisements discreetly and with good taste. The Advertiser warrants that the Advertisement does not or is designed to violate any law, regulation, public authority's order, policy or practice or is likely to cause aggravation. The latter means, among other things, that the Advertisement may not contain incitement to racial hatred, pornography or violence. Advertisements should not evoke negative attitudes towards advertising. The Advertiser shall not use any phrase or image in the Advertisements that aims to disparage or may disparage competitors, competing products, or other industries, professions, or communities. The Advertiser must carefully consider the content of the Advertisements for children and take into account that they appeal to children as users of the product or service or influence children by their example. The Advertiser must always submit drug advertisements for preliminary examination to the Supervisory Commission for the Marketing of Medicinal Products / co. Pharma Industry Finland (PIF).

The Advertiser is responsible for ensuring that the Advertisement complies with the General Data Protection Regulation (GDPR) and other data protection laws, and that Schibsted does not violate anyone's privacy or otherwise violate data protection laws when displaying the Advertisement. The Advertiser warrants that any identifiable individual from the Advertisement (such as an image, video, or name alone) has agreed to appear in the Advertisement and that Schibsted may use the Advertisement both for the purpose of conducting the Campaign and for the purposes described in section 9 below.

Schibsted reserves the right, in its sole discretion, to assess independently whether the Advertisement meets the requirements set forth in section 4 hereof. If Schibsted has reasonable grounds to believe that the Advertisement does not meet the requirements set forth in Section 4, Schibsted has the right to (i) refuse to publish the Advertisement, or (ii) suspend its display, in which case the Advertiser is requested to submit an Advertisement fulfilling the conditions set forth in Section 4 within 48 hours before the date of publication agreed by the parties. If the Advertiser does not deliver a qualifying Advertisement within 48 hours, the Advertiser is obligated to make a payment to Schibsted in accordance with the Agreement, notwithstanding that Schibsted will not publish the Advertisement.

## **5. Prices and Payment Terms**

The price of the Advertisements is defined in the Agreement or in Schibsted's valid price list as presented at <https://ocast.com/fi/oikotiefi/> and <https://ocast.com/fi/torifi/>. All prices are in euros and are exclusive of value added tax.

Schibsted will invoice the Campaigns immediately after the Advertisements are published or displayed, or on the first business day of the month. The primary invoicing method is e-invoicing. The Advertiser must make the payment within fourteen (14) days of the date of the invoice, unless otherwise stated in the Agreement. The Advertiser must provide any notices regarding invoicing in writing within eight (8) days of the date of the invoice.

If the Advertiser's payment to Schibsted is delayed, Schibsted shall be entitled to charge an annual interest rate of ten (10) percent for the period of delay. In addition, Schibsted reserves the right to charge reminder and interest notice fees and to suspend all or part of the display of Advertiser's Advertisement.

Schibsted reserves the right to change its published prices. The increase of the prices also applies to advertising bookings made by the Advertiser and unconfirmed offers made by Schibsted, unless Schibsted has specifically notified the Advertiser in writing that Schibsted's offer is binding.

The Advertiser has the right to cancel or reduce all or part of the advertising booking free of charge within six (6) days from the date on which Schibsted has notified the Advertiser in writing of the price increase.

Price increases caused by legislation or measures taken by authorities apply to all prices (including time bookings and offers already made).

## **6. Discounts**

Schibsted may grant discounts for pricing on different grounds. Schibsted and the Advertiser will always agree on a possible discount separately in writing before starting the advertising campaign.

### Non-profit Advertiser's discount

Schibsted grants a 35% discount to a non-profit Advertiser. In addition to the non-profit Advertiser discount, Schibsted may also grant a direct customer discount or an advertising and media agency compensation (defined below).

Non-profit advertising:

- Affects the quality of life and well-being of citizens
- Affects attitudes, values, and course of actions
- Does not seek financial benefit
- Encourages, informs, warns of risks or directs to self-motivation

The non-profit discount requires that the Advertisement does not include sponsor logos. The discount does not apply to business, recruitment, property or similar administrative advertising by a non-profit entity.

Schibsted does not grant non-profit Advertiser discount on performance based advertising (CPC), programmatic or online classified advertising.

#### Direct customer discount

If the Advertiser purchasing directly from Schibsted meets the operational and qualitative criteria set forth in more detail below in this section, Schibsted may grant a direct customer discount. Schibsted and the Advertiser always negotiate the discount separately.

#### Advertising and media agency compensation

Schibsted will grant a media agency compensation to Media Agencies separately approved by Schibsted for the price of the Campaign. Schibsted requires that the Media Agency, which receives the compensation, complies with these General Terms and Conditions of Sale, complies with subscription and payment schedules and presentation instructions, is responsible for the Advertisements it delivers with full credit loss liability (del credere) and monitors and is responsible for ensuring that the content of the Advertisements it provides complies with the law, good practice, guidelines of advertising self-regulatory bodies and other requirements.

#### Operational and qualitative criteria for direct customer discount and advertising and media agency compensation

1. Delivery of orders and responsibility for process management
  - Orders will be delivered in accordance with specifications defined in terms of data content on the agreed schedule.
2. Delivery of the Advertisements and responsibility for managing and monitoring the process
  - Advertisements will be delivered according to the defined technical guidelines and the agreed schedule.
  - The Advertisement is accompanied by specified identifying data that can be used to automate linking of the Advertisements with the order.
3. Media planning collaboration
  - Maintaining Schibsted's media information in the Advertiser's own organization and informing them of changes and offers.

## **7. Cancellation Policy**

Schibsted

Schibsted reserves the right, without liability, to reschedule or cancel the Campaign, advertising space, advertising display, airtime or time booking if required for special reasons. Schibsted will notify the Advertiser of such changes immediately and will endeavor to replace the changed or cancelled airtime, advertising space, or advertising displays with a new corresponding airtime, advertising space, or advertising displays.

#### Advertiser

If the Advertiser cancels or reschedules an already confirmed Campaign or part of it, the following conditions of the cancellation policy apply to the Advertiser:

- If the Campaign is cancelled more than 10 days prior to the intended start date of the Campaign, no cancellation fee will be charged.
- If the Campaign is cancelled 6-10 days prior to the intended start date of the Campaign, 25% of the net price of the Campaign will be charged.
- If the Campaign is cancelled 4-5 days prior to the intended start date of the Campaign, 50% of the net price of the Campaign will be charged.
- Campaigns canceled less than four (4) days prior to the intended start date of the Campaign will be charged 100% of the net price of the Campaign.

#### **8. Securities**

Schibsted agrees with the Advertiser on securities and payment term arrangements utilizing Schibsted's accounts ledger and credit information registers maintained by credit reference companies. If the Advertiser's credit status does not meet the level required by Schibsted, Schibsted may require the Advertiser to deposit a security.

If the Advertiser neglects its payment obligations, Schibsted shall have the right, without consulting the Advertiser and without a court order or decision, to take all necessary steps to safeguard its position as a pledgee and to realize the pledge as it sees fit as payment for its overdue receivables.

#### **9. Intellectual Property Rights**

All copyrights and other intellectual property rights of the Advertisement provided by the Advertiser to Schibsted remain with the Advertiser or the Advertiser's licensors, and the Advertiser does not transfer title of the intellectual property rights of the Advertisement to Schibsted under the Agreement. However, the Advertiser grants Schibsted, without separate compensation, the unrestricted right to use, publish, modify, format or otherwise work on the Advertisement to the extent that Schibsted deems necessary for advertising in the Channels. Following the publication of the Advertisement, Schibsted has the right to transfer the Advertisement to a hard drive or other storage medium and to use the Advertisement in demonstration, training and research compilations as well as on Schibsted's Internet and extranet pages. For the sake of clarity, Schibsted always has the right to use the Advertisement as part of the media content in which the Advertisement is published or presented (so-called archival use).

For the sake of clarity, Schibsted reserves all intellectual property rights to the background material of the Advertisement produced by Schibsted, including any background material which contributes to the display of the Advertisement, such as HTML code or other software code. Schibsted will provide background material for the Advertisement to appear in the Channels in connection with the Campaign. Schibsted does not grant the Advertiser any other rights to the background material of the Advertisement produced by Schibsted.

#### **10. Force Majeure**

Schibsted shall have no liability for damages or any other liability if Schibsted is unable to meet its obligations under the Agreement due to factors beyond Schibsted's control (such as a strike, technical disruptions or subcontractors' delays), for which Schibsted could not reasonably have been expected to take into account when concluding the Agreement and the consequences of which Schibsted could not reasonably have avoided or prevailed.

## **11. Data Protection and Targeting of Online Campaigns**

The Advertiser warrants that it will comply with the applicable General Data Protection Regulation (GDPR), the Electronic Communications Services Act 917/2014 and other applicable legislation regarding the Advertisement, the Advertisement's target pages and when using advertising targeting techniques. The Advertiser undertakes to comply with *Schibsted Data Protection Appendix for Processing Data as part of Advertising and Related Services* (attached to these General Terms and Conditions of Sale) when processing personal data.

The Advertiser may not collect or process personal data regarding users of the Channels without Schibsted's separate written consent in advance. The Advertiser may not collect data regarding users of the Channels without Schibsted's written consent in advance or obtain user data, for example, to target advertising to such users now or in the future, or to categorize users into categories/groups for other commercial purposes using cookies or other tracking methods. The Advertiser may only collect data for the purpose of reporting and tracking Advertisement views, coverage, and conversions, provided that this data does not contain personal data.

The Advertiser shall not disclose data regarding users of the Channels to any third party without Schibsted's written consent in advance, such as, but not limited to, transferring data to external advertising exchanges, data collection platforms or other systems.

Data containing personal data of the users of the Channels shall not be processed without the explicit consent of the user concerned. This means, but is not limited to, that the Advertiser may not use cookies or other tracking methods in connection with personal data. The Advertiser shall be responsible to obtain the consent required for its processing. The Advertiser must be able to demonstrate that the data subject has consented to the processing activities in question.

A breach of the provisions in Section 11 constitutes a material breach of this Agreement.

## **12. Competitors' Advertisements**

Channels can display Campaigns of the Advertiser and the Advertiser competitors at the same time. Due to customer relationship confidentiality and limited advertising space, Schibsted is unable to provide advance notice of competitors' Campaigns. If there are any duplicate Campaigns, they will not be refunded.

## **13. Disclosure of Campaign Information**

If Schibsted has disclosed to the Advertiser at the end of the Campaign a summary of the Campaign, the Advertiser can develop their own business under confidentiality obligations by disclosing the summary to the use of a third party. The Advertiser may not otherwise exploit or disclose to third parties the summary provided by Schibsted.

## **14. Damages and Limitation of Liability**

Schibsted shall not be liable for any loss, damage or expenses incurred as a result of the sold out of advertisement places.

If the Advertisement is not published in accordance with the Agreement or is otherwise published incorrectly and that inaccuracy is demonstrably due to Schibsted, Schibsted shall have the right to try to correct the inaccuracy first. If Schibsted fails to correct the inaccuracy within a reasonable time, Schibsted will only reimburse the Advertiser for actual and reasonable costs that are a direct result of the inaccuracy of the Advertisement. Schibsted's liability to the Advertiser shall be a maximum of the price paid for that Advertisement.

The Advertiser shall not be entitled to compensation for any other costs, indirect costs, damages or losses, such as lost profits, costs that have become useless or any other indirect costs, unless the damage is caused by Schibsted's gross negligence or willful misconduct.

The Advertiser is only entitled to compensation if a complaint concerning the above Schibsted's error has been submitted within ten (10) days after the Advertisement in question has been published. The Advertiser shall initiate a claim against Schibsted no later than three (3) months from the date on which the Advertiser became or should have become aware of the error on which the claim is based.

Section 14 exhaustively defines the Advertiser's ability to claim damages or seek other remedies under the Agreement.

The Advertiser shall be liable for all costs, expenses, losses and other damages incurred to Schibsted resulting from the Advertiser's breach of the Agreement. The Advertiser shall not be liable for indirect damages unless the damage is caused by gross negligence or willful misconduct in violation of Section 11 of these General Terms and Conditions of Sale.

In addition, as an exception to the limitation of liability set forth in the preceding paragraph, Advertiser shall at all times be liable, without limitation, for all direct and indirect damages or losses (including consultancy fees, commissions and other costs) incurred to Schibsted, Schibsted group companies and any other Schibsted partners, caused by the fact the Advertisement does not comply with the requirements in section 4. Thus, the Advertiser is responsible for any third party claims submitted against Schibsted, Schibsted group companies and their partners, concerning an alleged infringement of third-party copyright, trademark, patent, and/or other intellectual property rights (such as rights relating to an individual's personality), and indemnify Schibsted, Schibsted Group affiliates and their partners for all costs and damages incurred.

## **15. Term and Termination of the Agreement**

Unless otherwise agreed in writing, the Agreement is valid until further notice with a one (1) months' notice period. The termination must be made in writing and the period of notice begins when the other party is considered to have become aware of the notice of termination.

If the Agreement is made for a fixed term, such as for a specific Campaign, the Agreement shall terminate at the end of the agreed fixed term.

## **16. Cancellation of the Agreement**

Each party has the right to cancel the Agreement with immediate effect if: (i) the other party materially fails to perform its obligations under the Agreement and has not remedied its breach within fourteen (14) days of receiving notice of the failure; (ii) the other party is declared bankrupt or placed into liquidation; (iii) the other party commences restructuring proceedings; or (iv) otherwise encounters serious financial or business difficulties and as a result is unable to meet its obligations under the Agreement, nor provides adequate security for the performance of its obligations.

If the Advertiser violates the terms of Section 4 or 11 of these General Terms and Conditions of Sale, Schibsted has the right to suspend the Advertiser's Campaign with immediate effect and cancel the Agreement between the Advertiser and Schibsted without liability.

In addition, Schibsted has the right to cancel the Agreement with immediate effect if: i) the Advertiser engages in activities that may be considered to be in direct or indirect competition with Schibsted's business activities; or (ii) Schibsted repeatedly refuses to publish the Advertisement or suspends its display for the reason set forth in Section 4 of these General Terms and Conditions of Sale. Schibsted has no obligations or liabilities towards the Advertiser based on such cancellation of the Agreement.

The terms of these General Terms and Conditions of Sale, which by their meaning and context are intended to remain in force despite the termination of the Agreement, shall remain in force after the termination or cancellation of the Agreement.

## **17. Confidentiality**

The Parties undertake to keep confidential and not to disclose to any third party any material and information received from each other which is marked as confidential or which should be understood as such, and not to use it for purposes other than those provided for in the Agreement. However, the confidentiality obligation shall not apply to information or material,

- (i) which is publicly available or otherwise public;
- (ii) which a party has obtained from a third party without any confidentiality obligation;
- (iii) which was held by the receiving party without confidentiality obligation prior to their receipt of it from the other party; or
- (iv) which a party has independently developed without the use of material or information obtained from the other party.

The confidentiality provision referred to in this paragraph shall survive the termination of this Agreement.

## **18. Subcontractors**

The Advertiser is responsible for the systems it uses and the actions of its subcontractors as it is for its own. The Advertiser shall ensure that the subcontractor is aware of and complies with the terms of the Agreement between the Advertiser and Schibsted (including these General Terms and Conditions of Sale).

## **19. Transfer of the Agreement**

The Advertiser may not transfer the Agreement without the prior and explicit written consent of Schibsted. Schibsted has the right to transfer the Agreement to a company belonging to the same group with Schibsted or to a company continuing Schibsted's business in connection with a business transfer by notifying the Advertiser in writing of the transfer.

## **20. Changes to the General Terms and Conditions of Sale**

Schibsted has the right to unilaterally change these General Terms and Conditions of Sale, provided that Schibsted notifies the Advertiser of the material changes no later than one (1) month prior the changes entry into force. A notification of the changing terms and conditions shall be sent to the Advertiser to the e-mail address that the Advertiser has informed to Schibsted and/or by publishing the new terms and conditions on Schibsted's website.



If the Advertiser does not accept the new terms and conditions, the Advertiser has the right to terminate the Agreement in writing with one (1) months' notice. In the absence of such termination, the Advertiser will be deemed to have accepted the new terms and conditions.

## 21. Applicable Law and Disputes

The Agreement, the General Terms and Conditions of Sale and their interpretation shall be interpreted and governed by the laws of Finland, excluding its choice of law provisions.

Any disputes arising from the Agreement, which cannot be settled by negotiations between the parties, will be resolved at first instance in the District Court of Helsinki, unless the parties have agreed otherwise in writing.

## SCHIBSTED DATA PROTECTION APPENDIX FOR PROCESSING DATA AS PART OF ADVERTISING AND RELATED SERVICES

### AGREEMENT

This appendix (referred to as "DPA") applies when an advertiser, media agency, advertising agency or other advertising network provider (the "Advertiser") purchases advertising from Schibsted Suomi Oy or its publications, websites or mobile websites, applications or newsletters ( "Schibsted" or "Schibsted Network").

The DPA clarifies the roles and responsibilities of Schibsted and the Advertiser with regards to Schibsted or Advertiser Data processed in connection with advertising on the Schibsted Network.

### Purpose & highlights

- Schibsted is committed to protecting our visitor's privacy and complying with privacy regulation including the EU General Data Protection Regulation (GDPR). The GDPR requires that all personal data processing between different parties is covered by data processing agreements. This document clarifies the roles and responsibilities regarding data processing when advertising or utilizing other services provided in connection with advertising on Schibsted Network, such as the use of data collected from Schibsted Network on other networks.
- Personal Data is typically processed in connection to serving and measuring display advertising. Also other data than Personal Data may be processed. In this DPA data is categorized based on its origin. Data processed during advertising on Schibsted Network is either Schibsted Data or Advertiser Data. Both Schibsted Data and Advertiser Data may include Personal Data. It is also possible to use third party data while advertising. The party using the third party data is responsible for the compliance and agreements governing the said data.
- Personal Data is processed in online advertising. Schibsted considers data collected through cookies and mobile IDs as Personal Data in particular when that data is used to collect a profile about or target advertising to Data Subjects. Also other IDs may be used in online advertising, for example, IDs generated based on email address or phone number.
- Data originating from Schibsted Network and/or about Data Subject's who are Schibsted's customers, including site visitors, can be used only for the purpose of serving and measuring the advertising. It is not allowed to use Schibsted Data for any other purpose unless otherwise agreed.
- When Schibsted is acting as Processor of Advertiser Data, Schibsted will process the data according to the same principles as required from the Advertiser when the Advertiser is processing Schibsted's data. These requirements are assigned for "Processor".
- The Processor shall be responsible for all data processing carried out in its systems or technologies and by its subcontractors.

- To make this document more readable we have moved legalese to the end. See section 6 for the applicable Laws and definitions.

## 1. What are the roles of the parties?

### Controller:

- Schibsted is the Controller of Personal Data for all data originating from Schibsted Network as well as for the Data Schibsted provides for targeting of advertisements (e.g. segments).
- The Advertiser is the Controller of Personal Data that is collected outside of Schibsted Network and is in the control of the Advertiser. For the sake of clarity, the Advertiser is presumed to be the Controller or to be acting on behalf of the Controller of Advertiser Data it uses to target advertising on Schibsted Network.

### Processor:

- The Advertiser is the Processor when it processes data from Schibsted Network for serving and measuring the effectiveness of advertisements. Data processed by the Advertiser includes data collected from Schibsted Network with cookies and similar technologies for measuring the effectiveness of advertisement originating from Schibsted Network and/or provided by Schibsted for the purpose of serving advertising (e.g. including but not limited to segments or other targeting or data products Schibsted offers).
- Schibsted is the Processor of Advertiser Data when processing data about Data Subjects visiting Advertiser's online and mobile services for the purpose of re-targeting advertisements for those visitors on Schibsted Network or when creating new segments for the Advertiser by comparing data about users of the Advertiser's online and mobile services with the Advertiser Data. In these situations, the Advertiser shall notify the Data Subjects and/or obtain their consent according to the Laws. When Schibsted is acting as Processor of Personal Data, Schibsted does not process data for its independent purposes and Schibsted shall act according to the Advertiser's reasonable instructions. For the sake of clarity, when Advertiser Data is processed while serving or measuring advertisements Schibsted will not use Advertiser Data for any other purpose than to enable the advertising in connection with Schibsted advertising services. If Schibsted has access to such Advertiser Data, Schibsted is a Processor of Personal Data.

## 2. Description of processing activities

- Serving and measuring advertisements: The Advertiser may use cookies or other similar identification techniques in Schibsted Network solely to serve advertising, and measure the impressions, reach and conversion rate of its campaign.
- Data used for targeting: Schibsted Data concerning Schibsted's online and mobile services and their visitors (Data Subjects) or impressions may be used only for targeting or re-targeting of advertisements within Schibsted Network. Schibsted Data may only be used for targeting of advertising outside of Schibsted Network under a separate commission.
- Using Schibsted Data in programmatic buying: Schibsted Data concerning Schibsted's online and mobile services or their visitors or the offered ad impressions may only be used solely a) to give a quotation for the said impressions or b) to build campaign net rating point and global frequency based on Advertiser Data.
- Disclosing and/or combining Schibsted Data: Schibsted Data may ~~not only~~ be disclosed to third parties for their own independent purposes or combined with Personal Data for purposes that single out users.
- Schibsted's consent: Any exceptions to the above-mentioned processing require written consent from Schibsted and a valid legal base for processing (such as Data Subject consent).

## 3. Can the parties use subcontractors or transfer data outside the EU/EEA?

- Subcontractors: The Processor shall be responsible for its systems, technologies and subcontractors as if they were part of its own operations. At request, the Processor shall provide the Controller with

a list of its subcontractors. The Controller may object to the use of a subcontractor, in which case the Processor has the right to terminate the agreement in case that it is not possible to change the subcontractor.

- **Data transfers:** The Processor shall not (nor shall its subcontractor) transfer or process Personal Data in a non-EEA country without agreeing on it beforehand in writing with the other party of this DPA. Notwithstanding the foregoing, Processor may transfer Personal Data if the statutory requirements regarding the processing of Personal Data outside the EU/EEA countries are complied with and it has notified the transfer to the Controller, including the location where data will be transferred and the name of the subcontractor. Notifications shall be made to [privacy@schibsted.com](mailto:privacy@schibsted.com) (Schibsted). The Controller shall authorize the Processor to sign the European Union's standard contractual clauses for data transfers, with those subcontractors that the Processor has notified to the Controller in accordance with this provision.
- **Documentation:** On the written request of the Controller, the Processor shall present a list of subcontractors and data transfers and their legal basis to the Controller.

#### 4. Other requirements for processing of Personal Data

- **Self-regulation:** Schibsted and the Advertiser undertake to comply with the European Framework for Online Behavioral Advertising of the Interactive Advertising Bureau (IAB) or other corresponding self-regulatory principles valid at the time and to perform the necessary technical and other measures to fulfil the principles.
- **Erasure of data:** The Processor may not process Controller's Personal Data for longer than is necessary for serving and measuring advertisements or campaigns or providing related services. All data shall be deleted one year after collection, at the latest.
- **Confidentiality:** The Processor shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality and are aware of the requirements and restrictions that the DPA imposes.
- **Information Security:** Processor shall implement and maintain at all times appropriate organizational, operational, managerial, physical and technical measures to protect the Personal Data against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access so that all processing is in compliance with Laws.
- **Personal data breach:** In the event of a Personal Data Breach (as defined in the Laws), the Processor will provide Controller with a written notice immediately upon becoming aware of it. Processor shall work together with Controller to quickly resolve the issue, and prevent further losses. Notification should be made via email to: [privacy@schibsted.com](mailto:privacy@schibsted.com).
- **Data Subject rights and data protection impact assessments:** To the extent necessary taking into consideration the nature of the processing, Processor shall assist the Controller in a reasonable manner with Controller's obligations relating to this agreement, including fulfilling Data Subject rights and conducting data protection impact assessments.
- **Audits:**
  - Schibsted shall have the right to perform checks on the use of cookies on Schibsted's services. If the check reveals that the Advertiser (or its customer and/or any third party engaged by the Advertiser) acts in violation of this DPA, Schibsted will notify the Advertiser and the Advertiser shall immediately correct its practices.
  - Upon request from the Controller, the Processor shall demonstrate to Controller how the Processor and its possible subcontractors comply with the requirements of this DPA.
- **Technologies:** Advertiser is not allowed to make use of flash cookies or browser fingerprinting or any other type of tracking technologies when advertising on Schibsted Network.

#### 5. What if the DPA is not complied with?

- In the event where Processor breaches the terms of this DPA, Controller may at its own discretion immediately cancel all advertising campaigns and/or terminate all agreements concluded between the parties of this DPA with immediate effect.
- Processor is liable for any damage suffered by Controller and/or the users of its online services arising out of breach of this DPA.

## **6. What are the laws that shall be complied with and the relevant definitions for this DPA?**

Laws: shall mean applicable laws for the processing of Personal Data under this DPA relating to data protection, privacy and security, including EU Directive 95/46/EC EU and Directive 2002/58/EC (collectively the "EU Directives") and any amendments, replacements or renewals thereof, including but not limited to EU General Data Protection Regulation 2016/679, as well as all binding national laws implementing the EU Directives and other applicable binding data protection, privacy or data security directives, laws, regulations and rulings.

### Definitions:

- "Controller" means the entity which determines the purposes and means of the processing of Personal Data.
- "Processor" means the entity which processes Personal Data on behalf of the Controller
- "Schibsted Data" means all data and segments (including but not limited to Personal Data) that originate from Schibsted Network or that is otherwise controlled and provided by Schibsted.
- "Advertiser Data" means all data and segments (including but not limited to Personal Data) that are controlled by the Advertiser or processed by the Advertiser on behalf of the Controller and/or originate from the Advertiser's online and mobile services.
- "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"), as defined in the Laws. Identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, identification number, location data, or online identifier. Schibsted considers data collected through cookies or similar technologies and mobile IDs as Personal Data in particular when that data is used to profile or target Data Subjects.
- "Processing" refers to any activity in which an Advertiser or a company belonging to the same group or acting as a subcontractor processes personal data, for example by collecting, recording, storing, combining, organizing, altering, calculating, analyzing, using, disclosing, transferring, transmitting, erasing or destroying it.