

# TERMS AND CONDITIONS FOR ADVERTISING

By accepting the order to which these terms and conditions for advertising are attached you (the "Customer") enter into an agreement with Schibsted Marketing and Services AB ("SMS") regarding advertising. The order and these terms and conditions together constitute the agreement (the "Agreement"). You and SMS are jointly referred to as the Parties and individually as a Party.

SMS has a group-wide assignment, within the Schibsted Media Group, to handle the sale of advertisement. SMS has the authority to represent all companies within the Schibsted Media Group which have rights and obligations in the Agreement (the "Companies").

## Booking and delivery of material

The Customer has the right to advertise in accordance with what is stated in the Agreement. The Customer undertakes to ensure that any advertising material is delivered to SMS at the time and in the form set out in the rules for booking and delivery of material, see <https://annonswebb.schibsted.se>.

SMS is responsible for placing the advertisement on the date and in the place that has been agreed and that it otherwise takes place in a professional manner and with such care and insight that can be expected of a professional player in this business.

## Compensation and payment

The Customer shall compensate SMS for the advertisement in accordance with what is stated in the order. Payment shall be made on invoice. VAT and, where applicable, advertising tax shall be stated on the invoice. Payment shall be made 30 days net from invoice date if nothing else is stated in the order.

## Cancellation or rescheduling (non-native)

If any advertisement is cancelled or rescheduled later than 10 business days prior to the publication SMS preserves the right to charge an amount equivalent to 50 % of the total amount. If any advertisement is cancelled or rescheduled later than 5 business days prior to publication SMS preserves the right to charge an amount equivalent to 100 % of the total amount. If the advertising material is not provided to SMS, or is provided after what is stated in the rules for booking and delivery of material, <http://annonswebb.schibsted.se> SMS preserves the right to charge an amount equivalent to 100 % of the total amount

## Cancellation or rescheduling (native)

If any native advertisement is cancelled or rescheduled later than 30 business days prior to publication SMS preserves the right to charge an amount equivalent to 100 % of the total amount.

## Customer's warranties and responsibility

The Customer guarantees that the advertising and the content of the advertisement do not violate Swedish law, the ICC's basic rules for advertising and marketing communication or other rules and regulations applicable at any time.

The Customer further guarantees that the content of the advertisement as well as the marketed goods and/or services do not infringe the intellectual property of others and that the advertisement is not of such kind or given such design that it violates good practice or custom or has such content as can be perceived as offensive.

The Customer also guarantees that any person who can be identified in the advertisement (for example through an image or a movie or only through their name) has approved their participation in the advertisement.

If, according to SMS's assessment, there is reason to fear that the advertisement is contravention of the previous, SMS is entitled to refuse or cancel the publication of such content. Such refusal or removal may take place without the Customer's prior consent but SMS shall promptly inform the Customer of the measure. The Customer will not be entitled to any compensation because of removal or cancellation in accordance with this section.

The Customer shall compensate SMS and the Companies for any direct and indirect damage (including agent costs, fees and other costs) suffered as a result of the Customer's advertising not being in accordance with what is stated in this Agreement.

The Customer is responsible for all advertisements published. SMS' and the Companies' right to refuse publication should not be construed as requiring SMS or the Companies to review advertisements prior to publication or that SMS or the Companies in any way through publication certifies that an advertisement is compatible with the

requirements set out in this Agreement. The Customer's obligation to compensate SMS or the Companies in accordance with this paragraph thus also applies to the publication of an advertisement which SMS and/or a Company has reviewed without any objection.

If claims are directed against SMS or any Company due to the Customer's advertisement, SMS shall inform the Customer accordingly. The Customer must, at SMS' request, at its own expense and to a reasonable extent, assist SMS or the Companies in the handling of claims due to the advertising.

## Term and termination

The Agreement is valid in accordance with what is stated in the order. Although a Party is entitled to terminate the Agreement if: (a) the other Party is in material breach of its undertakings under the Agreement and does not rectify such, where such is possible, within fourteen (14) days of being required in writing to do so by the other Party, or (b) the other Party being declared bankrupt, entering into company restructuring proceedings, suspending its payments, entering into composition negotiations, enters into liquidation or otherwise can be deemed to be insolvent.

If SMS or the Companies has reason to believe that the advertising under this Agreement cannot be done without contravening any applicable law, SMS has the right to terminate the Agreement with immediate effect. The Customer is not entitled to any compensation from SMS or the Companies because of termination in accordance with this section.

## Intellectual property

This Agreement entails no assignment of any intellectual property rights from one Party to the other.

## Confidentiality

The Parties shall treat all written, oral and data-based information provided under this Agreement as confidential and undertake to not disclose it to any third party, unless it follows from law, the decision of a public authority or the like. Furthermore the Parties undertake not to disclose confidential information to people within its own organisation other than as necessary to be able to perform its obligations under the Agreement. The duty to observe confidentiality shall be valid for a period of five (5) years from the date of the Agreement.

The Parties agree that other companies within the same group as SMS shall not be deemed to constitute a third party in relation to SMS in this respect.

## Limitations of SMS' liability

With the exception of damages suffered as a result of gross negligence or willful misconduct, SMS shall in no event be liable for any consequential, incidental or indirect loss or damage arising out of or in connection with this Agreement. Notwithstanding the above the Parties agree that if there is an inaccuracy in an advertisement or the way an advertisement was inserted under this Agreement and SMS is liable for such inaccuracy the Customer's full remedy for such inaccuracy shall be limited to additional advertising of corresponding value.

## Schibsted Data Policy and TUs terms for advertisement

You undertake to abide by the Schibsted Data Policy, <https://www.schibsted.com/en/About-Schibsted/Schibsted-Norge/Data-Policy/>. A breach of the Schibsted Data Policy is considered a material breach against this Agreement.

The Parties undertake to abide by TU:s terms for advertisement.

## Disputes

Any disputes concerning the construction and/or application of the Agreement or legal relations arising out of the Agreement shall finally be settled by arbitration in accordance with the arbitration rules of the Arbitration Institute of the Stockholm Chamber of Commerce, be held in Stockholm, take place in the English language and through the application of Swedish law. The Arbitration proceedings shall be subject to confidentiality.

The logo for Schibsted, featuring the word "Schibsted" in a bold, sans-serif font. The letter "S" is significantly larger and more stylized than the other letters, with a white dot in its upper right corner.