



AD MANAGER ADDITIONAL TERMS AND CONDITIONS
Version dated 1 July 2024

Article 1. Applicability of the Ad Manager additional terms and conditions

1.1. These Ad Manager additional terms and conditions ("Additional Terms and Conditions") apply to the Ad Manager self-service platform developed by DPG Media N.V. ("DPG Media") and supplement DPG Media's [General Terms and Conditions for Advertising](#).

1.2. In these Additional Terms and Conditions, the "**Advertiser**" means the natural person or legal entity that obtains access to the Ad Manager in order to purchase, set up, manage and optimise campaigns in the Ad Manager.

1.3. In these Additional Terms and Conditions, "**Agency**" means the natural person or legal entity that acts as a legally valid representative of its Advertisers and is therefore authorised on behalf of its Advertisers to purchase, set up, manage and optimise Campaigns in the Ad Manager.

1.4. Insofar as the Agency and/or the Advertiser have subsidiaries and/or separate labels that also use or will also use the Ad Manager, then legal and other acts carried out by these subsidiaries and/or separate labels will also be subject to the arrangements included in these Additional Terms and Conditions.

Article 2. Ad Manager

2.1. Ad Manager is an advertising platform that enables the Advertiser/Agency itself to purchase, set up, manage and optimise digital advertising campaigns ("Campaigns") on DPG Media's network in a fast, efficient and effective way.

2.2. If an Advertiser works through an Agency, that Agency is obliged to inform DPG Media of the Advertisers for whom the Agency is authorised to purchase, set up, manage and/or optimise Campaigns in the Ad Manager. DPG Media will then create an Advertiser entity for each individual Advertiser in the Agency's Ad Manager Account.

2.3. The Agency acts as a representative of its Advertisers. The Agency is at all times liable for the performance of its Advertisers' obligations as entered into in the Ad Manager. The Agency is responsible for informing its Advertisers of the arrangements made in these Additional Terms and Conditions.

2.4. DPG Media is at all times authorised to suspend the Advertiser/Agency's access to the Ad Manager on a temporary basis after notifying and warning the Advertiser/Agency of this and giving reasons. DPG Media will then enter into consultations with the Advertiser/Agency to make arrangements so that access to the Ad Manager can be reinstated.

Article 3. Authority within the Ad Manager

3.1. The Advertiser/Agency is independently responsible for ensuring that only persons authorised by it are granted access to the Ad Manager. DPG Media is not liable if an unauthorised person gains access to the Ad Manager through the fault of the Advertiser/Agency, nor is it liable for any consequences and/or damage arising from that unauthorised access. DPG Media will inform the Advertiser/Agency as soon as is reasonably possible if there are indications that unauthorised persons have access to the Ad Manager or if it has detected unusual transactions.

3.2. The Advertiser/Agency is fully responsible for providing its data and for their accuracy for the purpose of DPG Media's invoicing and for correctly entering a PO number (if any) in the Ad Manager. The absence of a PO number and/or an incorrect PO number does not affect the invoices to be sent out by DPG Media.



3.3. If the Agency would like DPG Media's invoices to be sent directly to the Advertiser, the parties may agree to this in writing. In that case, the Agency remains jointly and severally liable for the performance of the obligations set out in the arrangements in the Ad Manager and for the payment of the invoices arising therefrom.

Article 4. Overspend

4.1. If, upon delivery of a Campaign, the final costs exceed the budget the Advertiser/Agency entered into the Ad Manager ("Overspend"), the following will apply:

1. If the Ad Manager sustains a technical failure that is attributable to DPG Media, DPG Media will refund the Overspend to the Advertiser/Agency or set it off;
2. If the Overspend is due to the actions of the Advertiser/Agency, the Advertiser/Agency will not be entitled to a refund or set-off.

Article 5. Advertising content

5.1. Advertisements must comply with DPG Media's conduct guidelines and technical guidelines in terms of content. The Advertiser/Agency is itself responsible for correctly uploading the advertising material in accordance with DPG Media's requirements. If the advertising material or the uploading of it does not meet DPG Media's requirements and as a result an advertisement is not displayed or is only displayed incompletely or incorrectly, DPG Media is in no way liable.

Article 6. Intellectual property rights

6.1. Any intellectual property rights and other rights to the Ad Manager and its technology, including but not limited to know-how, patent rights, copyrights, trade mark rights, database rights, domain names, websites, email addresses and trade secrets, are and remain the property of DPG Media.

6.2. The Advertiser/Agency may not modify, copy, reverse engineer and/or otherwise improperly use the Ad Manager or its technology.

Article 7. Third-party technology

7.1. The Advertiser/Agency may only use a third-party ad server and/or pixel for ad tracking or ad serving purposes if this third-party technology for use in the Ad Manager is authorised in advance by DPG Media.

Article 8. Other provisions

8.1. If there is a conflict between DPG Media's General Terms and Conditions and these Additional Terms and Conditions, these Additional Terms and Conditions take precedence.