



## ADDITIONAL TERMS & CONDITIONS B2B PRODUCTS

DPG Media NV  
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### CONTENT OF THE ADDITIONAL TERMS & CONDITIONS

1. Definitions
2. Scope
3. DPG Media and Advertiser as joint Controllers
4. DPG Media and Advertiser as independent Controllers
5. Demonstrating compliance
6. Roles and responsibilities
7. Agents or agencies
8. Intellectual property
9. Liability
10. Term and termination
11. Miscellaneous

### 1. DEFINITIONS

- 1.1. The following definitions apply to the Additional Terms & Conditions B2B Products (hereafter **"Additional Terms"**):

**"Advertiser"** shall mean the natural or legal person making use of the services in scope of these Additional Terms, including any other person or entity acting directly or indirectly on behalf of or under the authority of such natural or legal person;

**"Agreed Purposes"** shall mean those purposes as set out in clause 3.2 or clause 4.2 of the Additional Terms, depending on the type of cooperation between DPG Media and Advertiser;

**"Data Clean Room"** shall mean a secure platform provided by a third party service provider, which the Advertiser and DPG Media may agree to use in pursuit of the Agreed Purposes;

**"Data Protection Legislation"** shall mean any applicable data protection legislation, including the GDPR;

**"DPG Media"** shall mean DPG Media NV, the public company with limited liability incorporated under the laws of Belgium, with its registered office in (2018) Antwerp, Mediaplein

1, and listed in the legal entities register under business registration number 0432.306.234;

**"GDPR"** shall mean EU Regulation 2016/679 of the European Union and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation);

**"Lead Generation Services"** shall mean the services provided by DPG Media involving the collection of Personal Data of commercial leads by DPG Media on its websites and applications, and the sharing of such Personal Data with Advertiser;

**"Personal Data"**, **"Processing"**, **"Controller"**, **"Processor"**, **"Data Subject"**, **"Third Party"**, **"Personal Data Breach"**, **"Data Subject"** and **"Supervisory Authority"** shall have the same meaning as under the GDPR;

**"Shared Personal Data"** shall mean the Personal Data as set out in clause 3.5 or clause 4.4 of the Additional Terms, depending on the type of cooperation between DPG Media and Advertiser;

**"Targeting Services"** shall mean the services provided by DPG Media to enable Advertiser to use Personal Data of its own customers or of DPG customers in order to target its advertising campaigns to specific users of DPG Media websites and applications.

### 2. SCOPE

- 2.1. These Additional Terms apply to any order, agreement or other cooperation relating to online advertisements which involve the sharing or exchange of Personal Data between DPG Media and the Advertiser, or the processing of Personal Data by DPG Media as part of an advertising campaign ordered by the Advertiser.

- 2.2. For Targeting Services, including, but not limited to the CRM matching functionalities within *DataLab by DPG Media*, DPG Media and Advertiser are considered Joint Controllers as they jointly determine the purposes and means

of processing. The Targeting Services are subject to clause 3 of the Additional Terms.

- 2.3. For Lead Generation Services, including but not limited to the *Seamless Leadform* product, DPG Media and Advertiser are considered independent Controllers. The Lead Generation Services are subject to clause 4 of the Additional Terms.

### **3. DPG MEDIA AND ADVERTISER AS JOINT CONTROLLERS**

#### **Applicability**

- 3.1. This Clause 3 applies to the Targeting Services, for which both DPG Media and Advertiser are to be considered as Joint Controllers. It aims at organizing the relationship of Joint Controllorship as mentioned in article 26 of the GDPR.

#### **Purposes**

- 3.2. Any Shared Personal Data will only be processed in the context of the Targeting Services and for the following Agreed Purposes:
- a) to enable Advertiser to gain aggregated insights into the sociodemographic make-up, interests and surfing behavior of its customers, based on DPG Media data (“insights”);
  - b) to enable Advertiser to select pre-defined audience segments within DPG Media’s customer database (“audience selection”);
  - c) to enable Advertiser to create audience segments consisting of its own customers within DPG Media’s customer database, to the extent that these customers can be matched (“data onboarding”);
  - d) to enable Advertiser to create audience segments consisting of DPG Media customers that share similar characteristics with Advertiser customers (“lookalike audiences”);
  - e) to enable Advertiser to target advertisements on DPG Media’s websites and applications to the audience segments referred to in point (b) and (c), or to exclude these segments from its advertising campaigns (“targeted advertising”);
  - f) to enable Advertiser to gain aggregated insight into the effectiveness and reach of Advertiser advertising campaigns on DPG Media websites and applications (“ad measurement”).
- 3.3. In no event shall DPG Media process the Shared Personal Data for other purposes or in a way that is incompatible with the Agreed Purposes.
- 3.4. Nothing in the Additional Terms shall be intended to limit or otherwise prevent either DPG Media or Advertiser from Processing

Personal Data that each would otherwise do under its own responsibility and independently from the Targeting Services.

#### **Shared Personal Data**

- 3.5. For the Agreed Purposes, Advertiser may share the following types of Personal Data with DPG Media:
- a) For Targeting Services with CRM onboarding: (hashed) email addresses, physical addresses including street names, house numbers and postal codes, names and surnames, mobile phone numbers, dates of birth and any other matching IDs DPG Media and Advertiser agree to share.
  - b) For Targeting Services with tracking technology: unique user identifiers (e.g. cookie IDs), device information, IP addresses, non-precise location derived from IP addresses, behavioral data such as referrer traffic, content information and URLs visited.

#### **Fair and lawful Processing**

- 3.6. DPG Media and Advertiser shall ensure that they Process the Shared Personal Data fairly and lawfully in accordance with these Additional Terms and the Data Protection Legislation.
- 3.7. In relation to the provision of the Targeting Services, DPG Media warrants and guarantees that it shall only deliver targeted advertising to Data Subjects who consented thereto. DPG Media shall at all times ensure that it performs its Targeting Services in accordance with the Data Protection Legislation and any other applicable laws. DPG Media warrants and guarantees that it has all necessary rights and a legal basis to deliver its targeted advertisements to its Data Subjects (being users/visitors of DPG Media’s websites and applications).
- 3.8. Advertiser warrants and guarantees that it has all necessary rights and a legal basis to share the Shared Personal Data with DPG Media for the Agreed Purposes. Such legal basis shall either consist of the Data Subject’s consent or a legitimate interest pursued by Advertiser, provided that such interest is not overridden by the interest or fundamental rights and freedoms of the Data Subject.
- 3.9. DPG Media and Advertiser undertake to duly inform Data Subjects of the purposes for which they will process their Personal Data (especially regarding the Processing activities relating to the Targeting Services) and to provide all the information they must provide in accordance with their own applicable laws, to ensure that Data Subjects understand how their Personal Data will be Processed.

#### **Privacy requests**

3.10. DPG Media and Advertiser undertake to each provide a contact point for Data Subjects seeking to exercise any of their rights under Data Protection Legislation with relation to the processing of Shared Personal Data within the context of the Targeting Services.

3.11. In case a Data Subject's request for erasure is addressed to Advertiser, Advertiser is responsible to ensure that the concerned Personal Data is erased from the applicable DPG Media platform (such as, but not limited to *DataLab by DPG Media*) or from the Data Clean Room used by DPG Media and Advertiser in the context of the Targeting Services. Likewise, Advertiser is responsible to ensure that the Shared Personal Data is no longer used for the Services if:

- a) the Data Subject has indicated to Advertiser that he or she withdraws his or her consent for the use of Personal Data for the Agreed Purposes; or
- b) the Data Subject has expressed to Advertiser that he or she would like to object to the use of his or her Personal Data for the Agreed Purposes (in case Advertiser relies on its legitimate interest as a legal basis).

3.12. For any other privacy-related request from a Data Subject (including, but not limited to the exercise of their rights under Data Protection Legislation), the entity to whom such request is addressed (DPG Media or the Advertiser), is responsible for handling and carrying it out. Depending on to whom the request is addressed, DPG Media or Advertiser shall ensure that the request is handled within the period imposed by the Data Protection Legislation. If necessary, DPG Media and Advertiser shall provide each other with relevant information and mutual assistance.

3.13. Furthermore, DPG Media and Advertiser are responsible for responding to requests from a Supervisory Authority which are respectively addressed to them. If the request may have implications for the further cooperation between DPG Media and Advertiser, they shall notify one another in writing.

#### **Personal Data deletion**

3.14. DPG Media shall not retain or process Shared Personal Data for longer than is necessary for the Agreed Purposes, unless required by applicable laws.

3.15. Upon receipt DPG Media shall immediately hash or otherwise pseudonymize any Shared Personal Data and subsequently permanently erase the original datafile uploaded by Advertiser.

3.16. Advertiser maintains control over the Shared Personal Data it has uploaded to the DPG

media platform and can manually delete the Shared Personal Data (such as audience segments) from the platform.

#### **Security**

3.17. DPG Media and Advertiser shall adopt, implement, and maintain appropriate technical and organisational measures having regard to the risks inherent in the processing of Shared Personal Data under the Targeting Services and to the nature of the Shared Personal Data in order to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Shared Personal Data.

3.18. DPG Media shall submit any Shared Personal Data to state of the art hashing or other pseudonymization techniques which provide a level of security which is appropriate to the risks relating to the processing activities, as required by Data Protection Legislation. Should such measures, considering new developments and the state of the art, no longer be sufficient to meet the aforementioned obligation, DPG Media shall, within a reasonable timeframe, implement any required new security measures to meet its security obligations it has under these Additional Terms and the Data Protection Legislation.

#### **Personal Data Breaches**

3.19. DPG Media and Advertiser shall notify each other of a Personal Data Breach relating to the provision of the Targeting Services no later than forty-eight (48) hours after becoming aware of it and provide each other with relevant information and mutual assistance. Mutual assistance shall cover, in particular, taking appropriate measures to address the Personal Data Breach and, where appropriate, mitigate its possible adverse effects, perform a root cause analysis, and collaborate to notify any competent Supervisory Authority and/or communicate to Data Subjects when such notification or communication is required.

#### **Data Protection Impact Assessments**

3.20. In case DPG Media and Advertiser mutually agree that a Data Protection Impact Assessment ("DPIA"), as defined under article 35 of the GDPR, is required, they shall cooperate in good faith to conduct such assessment.

#### **Processors and international transfers of Personal Data**

3.21. If DPG Media or Advertiser outsources (part of) the Processing activities to a Processor, such as a provider of a Data Clean Room, the entity deciding to such outsourcing (DPG Media and/or Advertiser) is responsible for ensuring that the Processor Processes the Personal

Data in a proper and careful manner, and in accordance with the Data Protection Legislation. Provisions regarding the Processing of Personal Data by a Processor will be laid down in contract or other legal act as required by Data Protection Legislation.

3.22. DPG Media and Advertiser shall not Process any Shared Personal Data (nor permit any Shared Personal Data to be Processed) in a third country outside of the European Economic Area ("EEA") unless that country has been designated by the European Commission as providing an adequate level of protection for Personal Data or it has taken such measures as are necessary to ensure the transfer is in compliance with Data Protection Legislation (e.g. execution of the European Commission's Standard Contractual Clauses).

#### **4. DPG MEDIA AND ADVERTISER AS INDEPENDENT CONTROLLERS**

##### **Applicability**

4.1. This Clause 4 applies to Lead Generation Services and any other services provided by DPG Media which include the Processing and sharing of Personal Data, and for which DPG Media and Advertiser act as independent Controllers. It aims at establishing the mutual rights and obligations within this context of independent controllership.

##### **Purposes**

4.2. Any Shared Personal Data will only be processed in the context of the Lead Generation Services and for the following Agreed Purposes:

- a) Contacting the Data Subject in relation of the information, communication or services he or she requested;
- b) Direct marketing communications, but only to the extent the Data Subject consented thereto;
- c) Any other purpose that was explicitly agreed to in writing by DPG Media and Advertiser.

4.3. In no event shall Advertiser process the Shared Personal Data for other purposes or in a way that is incompatible with the Agreed Purposes.

##### **Shared Personal Data**

4.4. For the Agreed Purposes, DPG Media may share the following types of Personal Data with Advertiser: (a) name, (b) gender, (c) email address, (d) address, (e) telephone number, (f) interests, (g) communication preferences, and (h) any other Personal Data DPG Media and Advertiser explicitly agreed to in writing.

##### **Obligations of Advertiser and DPG Media**

4.5. DPG Media and Advertiser shall:

- a) ensure that they Process the Shared Personal Data fairly and lawfully in accordance with these Additional Terms and the Data Protection Legislation;
- b) undertake to duly inform Data Subjects of the purposes for which they will process their Personal Data and provide all the information they must provide in accordance with their own applicable laws, to ensure that Data Subjects understand how their Personal Data will be Processed;
- c) provide a contact point for Data Subjects seeking to exercise any of their rights as Data Subjects under applicable legislation with relation to the Processing of Shared Personal Data covered by these Additional Terms;
- d) not retain or process Shared Personal Data for longer than is necessary for the Agreed Purposes, unless required by applicable laws;
- e) adopt, implement, and maintain appropriate technical and organisational measures having regard to the risks inherent in the processing of Shared Personal Data under the Lead Generation Services and to the nature of the Shared Personal Data in order to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Shared Personal Data;
- f) if necessary, provide each other reasonable assistance to meet their obligations under article 35 of the GDPR;
- g) ensure that adequate protection and/or appropriate safeguards are in place when transferring any Shared Personal Data to a third party (such as a Processor) and/or a third country outside of the European Economic Area.

##### **Privacy requests**

4.6. For any privacy-related request from a Data Subject (including, but not limited to the exercise of their rights under Data Protection Legislation), the entity to whom such request is addressed (DPG Media or the Advertiser), is responsible for handling and carrying it out. Depending on to whom the request is addressed, DPG Media or Advertiser shall ensure that the request is handled within the period imposed by the Data Protection Legislation.

##### **Personal Data Breaches**

4.7. DPG Media and Advertiser shall notify each other of a Personal Data Breach relating to the

provision of the Targeting Services no later than forty-eight (48) hours after becoming aware of it and provide each other with relevant information and mutual assistance. Mutual assistance shall cover, in particular, taking appropriate measures to address the Personal Data Breach and, where appropriate, mitigate its possible adverse effects, perform a root cause analysis, and collaborate to notify any competent Supervisory Authority and/or communicate to Data Subjects when such notification or communication is required.

## 5. DEMONSTRATING COMPLIANCE

- 5.1. Upon request, DPG Media and Advertiser shall make available to one another all reasonable information necessary to demonstrate compliance with their respective obligations under the Additional Terms.

## 6. ROLES AND RESPONSIBILITIES

- 6.1. In respect of queries or complaints regarding the Data Protection Legislation and/or compliance with these Additional Terms, Advertiser can contact DPG Media's Privacy Team (and Data Protection Officer) by email ([privacy.team@dpgmedia.net](mailto:privacy.team@dpgmedia.net)) or mail (DPG Media, Mediaplein 1, 2018 Antwerp, Belgium for the attention of the Data Protection Officer).
- 6.2. Any queries or complaints from DPG Media relating to these Additional Terms will be addressed via email to the account administrator connected to Advertiser's seat, to the account on the DPG Media platform or, in lack thereof, the person designated as (commercial) contact point at the Advertiser.

## 7. AGENTS OR AGENCIES

- 7.1. If an agent or agency makes use of the Targeting Services or Lead Generation Services on behalf of an Advertiser, it explicitly warrants that it has the authority as an agent or agency to: (a) bind the Advertiser to these Additional Terms, and, if applicable, (b) disclose and use Shared Personal Data on its behalf.

## 8. INTELLECTUAL PROPERTY

- 8.1. The sharing and exchange of Personal Data between DPG Media and Advertiser does not entail any licensing or transfer of rights beyond what is expressly ascribed by DPG Media to Advertiser and vice-versa.

## 9. LIABILITY

- 9.1. In the event that DPG Media or Advertiser breaches its obligations under these Additional Terms or the Data Protection Legislation, it shall be liable to the other one and indemnify it for all

costs, expenses and damages resulting from such breach.

- 9.2. Without prejudice to clause 9.1, the total liability of DPG Media and Advertiser arising under or in connection with the Additional Terms shall not exceed the total amount invoiced by DPG Media to Advertiser in the last twelve (12) preceding months.

- 9.3. DPG Media and Advertiser declare and acknowledge that these Additional Terms do not and shall not create any joint and several liability between them. DPG Media and Advertiser shall each be solely liable upon any non-fulfilment of their own obligations under the Additional Terms.

## 10. TERM AND TERMINATION

- 10.1. The Additional Terms take effect on the date and time Advertiser starts making use of Targeting Services, Lead Generation Services or any other services which involves the sharing or exchange of Personal Data between DPG Media and the Advertiser.
- 10.2. DPG Media and Advertiser agree that the termination of the Advertiser's use of DPG Media services, in any circumstances and for whichever reason, does not exempt them from the obligations and conditions under the Additional Terms as regards the Processing of any Shared Personal Data.

## 11. MISCELLANEOUS

- 11.1. These Additional Terms supersede all prior agreements, general conditions, arrangements, and contracts, whether written or oral, entered into between DPG Media and Advertiser, with regard to the same subject matter.
- 11.2. DPG Media may amend or update the Additional Terms from time to time. In such case, DPG Media will inform Advertiser thereof and Advertiser shall be deemed to have accepted such changes if Advertiser does not object to such amendments within thirty (30) days after being informed thereof. In case Advertiser refuses to agree to the changes, it shall no longer be able to make use of the Targeting Services, Lead Generation Services or any other services which involve the sharing or exchange of Personal Data between DPG Media and the Advertiser.
- 11.3. Should one or more provisions of the Additional Terms be found to be invalid, illegal or unenforceable (in whole or in part), the remainder of the provision and of this Additional Terms shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed and DPG Media and Advertiser will negotiate in good faith to replace the invalid, illegal or

unenforceable provision(s) by (a) valid, legal and enforceable provision(s) with similar effect.

- 11.4. Any failure or delay by DPG Media or Advertiser in exercising any right under these Additional Terms, the exercise or partial exercise of any right under these Additional Terms or any reaction or absence of reaction by either DPG Media or Advertiser in the event of breach by the other one or more provisions of these Additional Terms shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under these Additional Terms or under said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing.
- 11.5. These Additional Terms shall be governed by and construed in accordance with the laws of Belgium.
- 11.6. Unless any alternative dispute resolution procedure is agreed between DPG Media and the Advertiser, they irrevocably agree that the courts of Antwerp shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Additional Terms, its subject matter or formation (including non-contractual disputes or claims).

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