

TERMS AND CONDITIONS

- TV4 Media Manager Platform

Scope

These terms and conditions (these “Media Manager Terms”) govern access and use of TV4 self-service advertising platform (“the TV4 Media Manager Platform”) by advertisers (“Advertisers”) and any agency, other third-party representative or media buying service (“Agency”), acting on Advertisers’ behalf, for the purchase of advertising inventory on the *TV4 Media Manager Platform*.

For purposes of these Media Manager Terms, Advertiser and Agency, and any individual acting on their behalf, may be collectively referred to as “Purchaser” hereinafter.

By using the TV4 Media Manager Platform, you agree to be bound by these Media Manager Terms.

For the sake of clarity – when purchasing advertising inventory, the Purchaser will approve TV4 general terms and conditions for advertisement and sponsorship agreement. Hence, these Media Manager Terms are solely applicable and relevant for Purchaser’s use of the Media Manager Platform and not applicable for the actual purchase of advertisement inventory.

TV4 may change, update or replace these Media Manager Terms from time to time at its sole discretion. It is Purchaser’s responsibility to review the Media Manager Terms on a regular basis. Changes of the Media Manager Terms which may have a significant impact on Purchaser’s use of the Media Manager Platform or Purchaser’s responsibility hereunder will be notified via the TV4 Media Manager Platform or via e-mail. Any such substantial change will be considered as accepted by Purchaser unless Purchaser objects to such change within 14 days from notification. Objection from Purchaser will grant TV4 the right to revoke/cancel the Media Manager Account (as defined below) without any obligations towards Purchaser.

Creating Account

When you as an individual agree to these Media Manager Terms and you act on behalf of Advertiser or Agency, you warrant that you have the authority and mandate to bind Advertiser or Agency.

When creating an account (“Media Manager Account”), TV4 will request certain information, for example but not limited to name and contact information. To the extent such requested information contain any personal information, our Privacy Policy will apply.

Purchaser is responsible for all activity that occurs under the Media Manager Account. Any individual who may be granted access to a Media Manager Account must comply with these Terms. The Purchaser is fully liable for ensuring that password and other login in or account information is kept confidential and never shared with third parties. Should it come to Purchaser’s attention that such information has been shared with or accessed by someone not entitled to access the account, Purchaser must immediately contact TV4 and use its best efforts to mitigate any damages.

TV4 reserves the right to request a formal verification of Purchasers right to act on behalf of Advertiser or Agency or otherwise validate Purchaser including its creditworthiness via credit reports or its industry classification.

Using the Media Manager Account

By adding/inserting/uploading content and/or information on the TV4 Media Manager Platform, the Purchaser warrant that it has the rights required to add/insert/upload and use such content and/or information.

The TV4 Media Manager Platform may not be used for any purpose not expressly permitted by these Media Management Terms or otherwise prohibited by applicable laws or regulations. This includes activities that may interfere, disrupt, damage or in any other way impair the TV4 Media Manager Platform.

TV4 reserves the right to restrict, suspend, revoke or terminate Purchaser's access to the TV4 Media Manager Platform at any time without notice or liability in its sole discretion, including, without limitation, if TV4 believes Purchaser has breached these Media Manager Terms, violated any law or regulation, engaged in other inappropriate conduct or for any other reason.

Restrictions of use

Purchaser shall not (a) authorize or encourage any third party to extract or disclose any data from the TV4 Media Manager Platform, (b) introduce any viruses, worms, trojan horses or other code that could harm or interfere with TV4 systems, including the TV4 Media Manager Platform, (c) reverse engineer, decompile, disassemble, modify or create derivative works of the TV4 Media Manager Platform, (d) sell, rent, sublicense, lease, transfer, distribute or otherwise make available the TV4 Media Manager Platform to any third party or (e) do anything that could disable, overburden or impair the TV4 Media Manager Platform.

Confidentiality

For purposes of these Media Manager Terms, "Confidential Information" means any information that is not generally known to the public and that is or was used, developed or obtained by a party in connection with its business or the TV4 Media Manager Platform; provided, however, that "Confidential Information" shall not include information that: (i) is or becomes publicly available through no fault, default or breach of or by the receiving party; (ii) was, prior to the time of disclosure to the receiving party, rightfully acquired by the receiving party from a third party without restriction or obligation of confidentiality or (iii) was, prior to the time of disclosure to the receiving party, independently developed by the receiving party.

Purchaser agrees to hold the Confidential Information of Publisher in trust and confidence and shall not use and/or disclose to any third party such Confidential Information without the prior written consent of Publisher. Purchaser agrees to limit internal access to and disclosure of Confidential Information solely to its directors, officers and employees on a "need to know" basis for purposes directly related to the applicable advertising purchase pursuant to these Media Manager Terms and shall always ensure that its directors etc are informed of this Confidentiality clause.

Should it come to Purchaser's attention that Confidential Information have been disclosed to a party who is not entitled to access this information, Purchaser shall use it best efforts to mitigate any damages and shall inform TV4 as soon as possible.

Representations and warranties

Advertiser, and any individual or Agency acting on behalf of Advertiser, represents and warrants it has the full authority and necessary rights to enter into, and perform in connection with, these Media Manager Terms, it will comply with all applicable laws in connection with its use of the Media Manager Platform.

Indemnification

Purchaser shall defend, indemnify and hold TV4, its affiliates and their respective officers, directors, employees, representatives and agents harmless from any third-party claims, demands, suits or other assertions of rights ("Claims") and all resulting judgments, settlements, losses and expenses (including reasonable attorneys' fees and costs) arising out of Purchaser's;

- alleged breach of these Media Manager Terms or applicable law, including any representations and warranties Purchaser made herein, or
- improper use of the TV4 Media Manager Platform

Purchaser will use a legal defense reasonably satisfactory to TV4 to defend each Claim and cooperate with TV4 in such defense (at Purchaser's cost). Without limiting Purchaser's indemnification obligations, Publisher may participate in the defense of any Claim at its own expense. Purchaser shall not consent to into any settlement with respect to any Claims arising under or in connection with the TV4 Media Manager Platform or these Media Manager Terms without the prior written consent of TV4.

Liability

In no event will TV4 be liable for any special, indirect, consequential damages, arising out or relating to the TV4 Media Manager Platform, the Media Manager Terms or TV4's performance hereunder.

To the maximum extent permitted by applicable law, the total aggregated liability of TV4 for any claims, losses, damages or costs shall not exceed the total amount paid by Purchaser in the 3 months preceding the relevant claim.

The TV4 Media Manager Platform

The TV4 Media Manager Platform and its performance are made available "as is" and TV4 do not warrant that the TV4 Media Manager Platform will be available 24/7 or error free. Hence, TV4 will not be liable for any loss, direct or indirect, which is caused by, for example but not limited to, the TV4 Media Manager Platform not being available or not functioning correctly.

TV4 may add, remove, suspend or modify any features or functionality of the TV4 Media Management Platform at any time, in its sole discretion, without notice to Purchaser. Maintenance work (which may be causing down time or affecting certain functionalities) can be performed by TV4

during office hours but TV4 will use reasonable efforts to ensure that maintenance work is scheduled outside office hours when possible.

For the sake of clarity, TV4 has no obligation to grant Purchaser access to the TV4 Media Manager Platform and may deny, suspend or revoke such access at any time in its sole discretion.

In addition to the above, TV4 will not be liable to Purchaser for its failure to perform its obligations hereunder to the extent caused by a condition or event beyond Publisher's reasonable control (force majeure).

TV4 may collect data related to Purchaser's use of the TV4 Media Manager Platform, for the sole purpose of enhancing and improving the TV4 Media Manager Platform and its functionalities. For more information related to such collection of data, please see our Privacy Policy.

Governing law and disputes

These Media Manager Terms and all use of the TV4 Media Manager Platform is governed by Swedish law. Any dispute, controversy or claim arising out of or in connection with these Media Manager Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute.

Technical support

For technical support, please contact support@tvmediamanager.com.