

## **Buyer Platform Use Policy**

If a Buyer fails to comply with this policy, without prejudice to its other rights and remedies at law or in contract, WideOrbit Inc. (WideOrbit) may: suspend that Buyer's account; terminate that Buyer's account; or block particular sites, bids, orders, or advertisements (and may do one or more of the foregoing) without prior notice.

### **Buyer obligations:**

1. Buyer shall bid or order only in respect of Advertising Slots intended for sale within the Platform and shall bid or order in accordance with the required values (including characteristics such as width, height, etc.).
2. Buyer shall ensure that all of its bids and orders submitted to the Platform comply with all applicable laws.
3. Buyer is responsible for maintaining the security of access credentials provided by WideOrbit for use of the Platform and for all consequences of any security breach arising from Buyer's failure to protect its access credentials from misuse.
4. Buyer agrees to change the password it receives from WideOrbit.
5. Buyer agrees that WideOrbit does not and shall not have any responsibility or liability for any third party gaining unauthorized access to Buyer's account through the use of Buyer's log-in details.
6. Buyer is solely responsible for the management and settings of its account within the Platform, including for those settings entered by WideOrbit on Buyer's behalf.
7. Buyer shall be solely responsible for the acts and omissions of all those making use of the Platform through Buyer.
8. Buyer shall be solely responsible for all information that Buyer (or anyone acting on behalf of Buyer) includes, uploads, serves or otherwise provides to or through the Platform.
9. Buyer shall have all necessary rights, title, and interest in and to the bids and orders it makes, and any third-party collateral it may utilize in connection with the Platform.
10. Buyer shall allow WideOrbit to route and serve its bids and orders through the Platform.
11. Buyer shall have all necessary rights, licenses, consents, waivers and permissions in its bids and orders to participate in the Platform.
12. Buyer shall comply with and have any and all consents, authorizations and clearances for Buyer and WideOrbit to use any data that it collects or processes in connection with the Platform, or as may be required for WideOrbit to provide services.
13. Buyer shall ensure that Buyer properties contain the requisite privacy disclosures and that the Buyer shall obtain all relevant consents regarding Buyer's use of the Platform.

14. Buyer shall ensure that its bids and orders shall at all times adhere to relevant WideOrbit policies available at <http://www2.wideorbit.com/WOPD> (as updated from time to time in WideOrbit's discretion).
15. Buyer shall have all necessary rights and consents from third parties which are required in order to present bids and orders to Sellers and shall ensure that its bids, orders, and Buyer properties and Buyer's use of the Platform do not and shall not (i) infringe upon, violate, or misappropriate any third-party Intellectual Property Rights or privacy right, or (ii) slander, defame, or libel any person.
16. Buyer shall be solely responsible for configuring its interface, and shall be responsible and at its own expense for acquiring, installing, and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for the Buyer to connect to, access, and use the Platform and make bids or orders.
17. Platform Conduct. In connection with its use of the Platform, Buyer shall:
  - 17.1 not engage in any activity contrary to the Platform Policy;
  - 17.2 not attempt to gain unauthorised access to the Platform;
  - 17.3 not include, upload, serve or otherwise provide Prohibited Content;
  - 17.4 not directly or indirectly itself or through a third party (i) (except as specifically required to be permitted by applicable law, and then only for such mandatory permitted purpose), modify, reverse engineer, disassemble, decompile, attempt to derive source code of the Platform or any part of it or (ii) hack, abuse, adversely interfere with or infect with, viruses, worms, Trojans or other malicious or destructive code, the Platform;
  - 17.5 not modify, translate or create derivative works based on the Platform;
  - 17.6 not use the Platform in a manner that violates any law, rule or regulation, including applicable privacy and data protection laws;
  - 17.7 not use or integrate any WideOrbit software in conjunction with the Platform except as expressly authorized by WideOrbit; and
  - 17.8 refrain from demonstrating, discussing, or specifying details of the Platform to or with any competitor or potential competitor of WideOrbit.
18. Prohibited Content. Prohibited Content includes:
  - 18.1 Illegal Content – content relating to, engaging in, promoting or facilitating conduct or acts that violate the laws of any applicable jurisdiction, such as the sale or transfer of banned drugs or explosives, theft of goods or services, online pirating, hacking, spamming, or infecting computer systems;

- 18.2 Infringing Content – content that infringes intellectual property rights (such as by hosting and streaming infringing copyrighted content);
- 18.3 Warez – P2P, torrent sites, illegal music downloads or pirated software;
- 18.4 Spyware/Malware – distribution or promotion of spyware or malware;
- 18.5 Automatic Redirects – traffic generated by redirecting users automatically to domains other than the one they intended to visit; and
- 18.6 Actionable Content – content that breaches any right to publicity or privacy, or content that is false, deceptive, misleading, or threatening.
- 18.7 Pornography – sexually explicit material, representations of sexual acts or nudity (including sexual coercion);
- 18.8 Profane Content – excessive or inappropriate use of profane language;
- 18.9 Hate Speech – any speech, writing, or display which may incite violence or prejudicial action against or by a protected individual or group, or which disparages or intimidates a protected individual or group;
- 18.10 Extreme or Explicitly Violent Content – the depiction of especially vivid, brutal and realistic acts of violence or content designed to incite others to acts of violence;
- 18.11 Under Construction Content – sites that are under construction;
- 18.12 Unmoderated UGC – sites that do not have a clear set of posted guidelines on what type of content is acceptable or do not take an active position in reviewing content for compliance with posted guidelines or both, such as forums where users upload video, audio or photographic content that is either user-created or created by a third-party.

### Policy definitions and interpretation

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the GTC.

Any words following the words ‘including’, ‘include’, ‘in particular’, ‘for example’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

