

## **Seller Platform Use Policy**

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

### **Seller obligations:**

1. Seller shall create the Advertising Slots intended for sale within the Platform and shall set the required values (including characteristics such as width, height, etc.). For each Advertising Slot created in the Platform, Seller must copy the code for such Advertising Slot into an "adserving" system, website or equivalent integration system.
2. Seller shall ensure that all Advertising Slots submitted to the Platform comply with all applicable laws.
3. Seller 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 Seller's failure to protect its access credentials from misuse.
4. Seller agrees to change the password it receives from WideOrbit.
5. Seller agrees that WideOrbit does not and shall not have any responsibility or liability for any third party gaining unauthorized access to Seller's account through the use of Seller's log-in details.
6. Seller is solely responsible for the management and settings of its account within the Platform, including for those settings entered by WideOrbit on Seller's behalf.
7. Where Seller provides direct access to the Platform to Demand Partners through the Seller, Seller shall be solely responsible for the acts and omissions of all Demand Partners making use of the Platform.
8. Seller shall be solely responsible for all information that Seller (or anyone acting on behalf of Seller) includes, uploads, serves or otherwise provides to or through the Platform.
9. Seller shall be solely responsible for providing visitors and Demand Partners with any information (including use of cookies) which is required to be provided under applicable laws or regulations of any jurisdiction (including privacy laws and regulations).
10. Seller shall have all necessary rights, title, and interest in and to the Advertising Slots, and any third party advertisement networks and advertisement servers it may utilize in connection with the Platform.
11. Seller shall allow WideOrbit to route and serve Advertiser Creative through the Platform.
12. Seller shall have all necessary rights, licenses, consents, waivers and permissions in Advertising Slots to participate in the Platform and place content from Demand Partners.

13. Seller shall comply with and have any and all consents, authorizations and clearances for Seller 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.
14. Seller shall ensure that Seller properties contain the requisite privacy disclosures and that the Seller shall obtain all relevant consents regarding Seller's use of the Platform.
15. Seller shall ensure that Advertising Slots 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).
16. Seller shall have all necessary rights and consents from third parties which are required in order to present the Advertising Slots to Demand Partners and shall ensure that the Advertising Slots and Seller properties and Seller'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.
17. Seller 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 Seller to connect to, access, and use the Platform and display Advertising Slots.
18. Platform Conduct. In connection with its use of the Platform, Seller shall:
  - 18.1 not engage in any activity contrary to the Platform Policy;
  - 18.2 not attempt to gain unauthorised access to the Platform;
  - 18.3 not include, upload, serve or otherwise provide content that is obscene, defamatory, illegal, deceptive, grossly offensive, hateful or which contributes to or furthers human trafficking, child abuse, political or religious extremism, or any illegal or unethical activity;
  - 18.4 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;
  - 18.5 not modify, translate or create derivative works based on the Platform;
  - 18.6 not use the Platform in a manner that violates any law, rule or regulation, including applicable privacy and data protection laws;
  - 18.7 not use or integrate any WideOrbit software in conjunction with the Platform except as expressly authorized by WideOrbit; and
  - 18.8 refrain from demonstrating, discussing, or specifying details of the Platform to or with any competitor or potential competitor of WideOrbit.

## **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.