

# LIVEWRAPPED AB GENERAL TERMS & CONDITIONS FOR SERVICES

## 1 GENERAL

1.1 These general terms and conditions (“GTC”) shall form an integral part of the Agreement regarding provision of programmatic advertising services and associated consultancy services and access and management tools (collectively “Services”) from Livewrapped AB (the “the Supplier”) to the customer (the “Customer”) pursuant to the Agreement.

1.2 “Agreement” shall mean the agreement between the parties relating to the Services and/or the Order Specification and these GTC. In case of conflicting provisions, the Order Specification shall take precedence over these GTC which shall prevail over the remaining parts of the Agreement.

1.3 “Order Specification” shall mean the document issued by the Supplier titled “Order Specification” or “Orderbekräftelse” for acceptance by the Customer specifying the services to be provided by the Supplier, including fees, payment plan etc.

## 2 OBLIGATIONS OF THE SUPPLIER

2.1 The Supplier shall use reasonable care and skill in providing the Services. Unless otherwise agreed, the Supplier shall perform the Services according to the methods and standards normally applied by the Supplier. Under no circumstances shall the Supplier be responsible for achieving a specific result.

2.2 The Supplier shall provide instructions for how to gain access to the Services, which, at the Supplier’s discretion, may include tools for such access, such as web scripts (the “Access Tools”).

2.3 The Supplier reserves the right at any time to make any change to, addition to or replacement of any part of the Services provided that it uses reasonable endeavours not to materially detract from, reduce or impair the overall quality of the Services.

2.4 The Supplier may at its own discretion use or engage subcontractors to perform the Services. The Supplier shall be responsible for the subcontractor performing in accordance with the Agreement unless the subcontractor has been designated by the Customer.

## 3 CONSULTANCY SERVICES

3.1 The Supplier may offer consultancy services (“Consultancy Services”) related to the implementation of the Services at the Customer.

3.2 All Consultancy Services are provided under the steering, management and supervision of the Customer and shall be agreed upon and specified in the Order Specification or otherwise in writing.

## 4 OBLIGATIONS OF THE CUSTOMER

4.1 The Customer shall

(i) designate a contact person who shall be responsible for the cooperation in regard to the Agreement and entitled to represent the Customer in all matters related to the Services;

(ii) assist the Supplier in its performance of the Services, and notify the Supplier of circumstances that may have impact on the Supplier’s performance of the Services;

(iii) inform the Supplier in writing of any desired restrictions regarding advertisements;

(iv) ensure that the Supplier’s processing of personal data as set forth in clause 13 and in accordance with the instructions set forth in clause 14 is lawful;

(v) provide access to the Customer’s software and equipment, including ensure connectivity between such software and equipment and the Access Tools and to Internet, and continuously provide the Supplier with

adequate information and follow the Supplier’s instructions for the use of the Services, as necessary for the Supplier to be able to fulfil its undertakings under the Agreement; and

(vi) be responsible for ensuring that latency and available bandwidth from the Customer’s software and equipment and the Access Tools via Internet to the Supplier’s Services are adequate to meet the Customer’s desired level of performance.

4.2 The Customer is responsible for ensuring that any information and content provided by the Customer is in accordance with applicable laws and in the agreed format and free from virus, malware etc., and not in any other way capable of damaging or negatively affecting the Services.

4.3 The Customer undertakes not to use or permit use of the Services, including transmitting any material, for any purpose that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any material that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred or harm, (iv) constitute an infringement of Intellectual Property Rights (as defined in clause 11.1) or any other proprietary rights, or (v) otherwise violate applicable laws, or regulations.

4.4 The Customer is responsible for all activities that occur under the Customer’s usernames, passwords and accounts or as a result of the Customer’s access to or use of the Services. The Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all Customer information and content. The Customer shall use the Services only for legal purposes and in accordance with the terms of the Agreement. The Customer undertakes to defend and indemnify the Supplier against any claim towards the Supplier arising out of a violation of the Customer’s obligations under clause 4 and 5.

## 5 USE OF THE SERVICES

5.1 Provided that the Customer pays the agreed fees, the Customer is granted a non-exclusive, non-transferable and non-sub licensable limited license to access and use the Services for the term of the Agreement solely for the Customer’s internal business purposes and in accordance with the terms of the Agreement. The Customer’s access and use of the Services is subject to the restrictions and limitations set out in the Agreement.

5.2 The Customer is not entitled to access nor use the Services beyond or exceeding the extent of use as provided for in the Agreement or to make the Services available to third parties or let third parties access or use the Services.

5.3 Third party software such as open source software libraries included in the Services is made available under the relevant third party software library’s license terms as published in the text file accompanying the Access Tools and/or under the header “Information” in the online service management tool described in clause 6.

## 6 REPORTING

The Supplier shall at least monthly provide the Customer with a written report of the Services performed during the previous month. The Supplier may provide such report by making it available via the Supplier’s online service management tool.

## 7 PAYMENT

7.1 Any specific price agreement regarding the Services, and any payment plan for the payments to be made by the Customer, shall be set out in the Agreement. If no specific agreement regarding the Supplier’s remuneration has been made between the parties, the Customer shall pay for the Services when the Supplier has made the Services available to the Customer, and the price for the Services shall be in accordance with the Supplier’s prevailing rates

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for Services according to the Supplier's at each time applicable price list.

7.2 If circumstances within the Customer's control cause the Supplier additional work or additional costs, the Supplier shall be entitled to compensation by the Customer. Unless otherwise agreed, work shall be compensated pursuant to clause 7.1 and costs shall be compensated as incurred.

7.3 Unless agreed otherwise in the Agreement, the Supplier will invoice the Customer monthly in arrears. All fees and charges are quoted exclusive of value added tax and other applicable taxes which shall be added to the invoice at their prevailing rate.

7.4 All invoices shall be paid by the Customer in full not later than thirty days from the date of invoice without any set-off, withholding, deduction, abatement or counterclaim. In case of late payments, the Customer shall pay interest in accordance with law. The Supplier is entitled to suspend the performance of the Services in the event of any past due fees until payment is made.

7.5 Any complaint regarding an invoice shall be in writing and notified to the Supplier no later than 60 days after the Customer received the invoice.

7.6 If new laws or regulations are adopted and/or the way in which public authorities apply existing laws and regulations are changed which affect the Agreement, the Supplier and the Customer shall make necessary adjustments in the Supplier's compensation to reflect the changes.

### 8 DEFECTS

8.1 In case of non-fulfilment of the Supplier's obligations set forth in clause 2 (a "Defect"), and which is promptly notified by the Customer in writing to the Supplier, the Supplier shall address or remedy the failure to meet the requirements of this Agreement by re-performing the defective part of the Services or taking other appropriate corrective action, at its own discretion and expense, subject to clause 9 hereof.

8.2 If the Customer has been unable to use the Services in significant respects due to a Defect, the Customer is also entitled to a reduction of the fees corresponding to the fees relating to the period during which the Defect has persisted calculated from when the Defect has been reported to the Supplier as set forth above. The aforesaid in this clause 8 shall be the only remedies available to the Customer in respect of Defects.

8.3 Notwithstanding the foregoing, the Supplier shall have no liability for a Defect or other deficiencies in the Services caused by the following circumstances:

- (i) circumstances under the responsibility of the Customer;
- (ii) inadequate internal employee training in the use of the Services by the Customer;
- (iii) failure to follow instructions, guidelines, recommendations and requirements from the Supplier;
- (iv) information or content provided by the Customer or on behalf of the Customer or by a third party;
- (v) interruption of communications services not caused by the Supplier or failure of third party products or services for which the Supplier has no responsibility;
- (vi) failure by a third party to comply with the Customer's request for restrictions pursuant to clause 4.1(iii); or
- (vii) circumstances not under the responsibility of the Supplier or outside of the Supplier's reasonable control such as viruses or other external security attacks despite the Supplier having taken professional security measures.

### 9 SUSPENSION

The Supplier may temporarily suspend the Customer's passwords, accounts, and access to or use of the Services

if the Customer violate any provision in the Agreement, or if in the Supplier's reasonable judgment, the Services or any component thereof risk to suffer a threat to security or functionality. The Supplier will inform the Customer prior to such suspension as far as reasonably possible.

### 10 INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 The Services are supplied as is without any other rights or warranties, directly or indirectly, including warranties for usefulness for a particular purpose and the like. Except as expressly set out in the Agreement, any rectifications of the Services of any failure, lacks, errors etc. will be carried out as decided by the Supplier.

10.2 The total liability of the Supplier under the Agreement or otherwise relating to the Services shall for each calendar year not exceed 20 per cent of the fees actually paid by the Customer during the twelve months period immediately preceding the date of the event giving rise to the claim.

10.3 Under no circumstances shall the Supplier and/or its affiliates, directors, employees, agents, partners or suppliers be responsible for any direct or indirect, special, incidental, punitive or consequential damages (including but not limited to damages for loss of business, loss of profits, loss of data, business interruptions or the like) regardless of whether the Supplier has been advised of the possibility of such damages.

10.4 The Customer's sole remedies in case of the Supplier's breach of the Agreement are limited to those remedies set out in these GTC's.

10.5 The Customer shall indemnify and hold the Supplier harmless from and against any loss, cost, expense, liability, or damage, including but not limited to all reasonable attorneys' fees and court costs, arising from (i) the use or misuse of the Services by the Customer, or (ii) the infringement by the Customer of any intellectual property or other right of any third party by the use of Services. Such losses, costs, expenses, damages, or liabilities shall include without limitation all actual, general, special, and consequential damages.

### 11 INTELLECTUAL PROPERTY

11.1 The Supplier, or any third party from whom the Supplier derives its right, owns and shall retain all rights, title and interest, including any registered or unregistered, existing or future prospective intellectual property rights, including trademarks, patents, patterns, designs, software, copyright, know-how and other similar intellectual property rights, whether registerable or not ("Intellectual Property Rights"), in and to the Services. Nothing in the Agreement shall be construed as granting or conferring, fully or partly, any such rights to the Customer, unless otherwise expressly stated.

11.2 The Supplier shall have the right to access, use and otherwise process information and content provided by the Customer in relation to the Services for the purposes of providing the Services in accordance with the Agreement.

11.3 The Customer acknowledges that it is the Customer's responsibility to ensure that any results which the Supplier executes in accordance with the Agreement and the Customer's request based on information and content provided by the Customer or on behalf of the Customer do not violate or infringe any third party rights. Thus, the Customer shall hold the Supplier harmless from any third party claims for damages resulting from possible infringements of such third party's rights.

### 12 CONFIDENTIALITY

12.1 During the term of the Agreement and for a period of two years thereafter, each party undertakes not to disclose information to any third party regarding the other party's activities and business which has been disclosed in connection with the Agreement, as well as all other information which may be regarded as business or

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- professional secrets or information that is subject to confidentiality undertaking by law without the other party's consent or to use such information for any other purpose than fulfilment of the Agreement. Information which a party has indicated as confidential shall always be regarded as a business or professional secret. The duty of confidentiality does not apply to information that a party can prove has come to its knowledge other than through the Services, or which is generally known. Nor does this confidentiality undertaking apply when the receiving party is required to disclose information in accordance with any law, enactment, stock market regulation or decision by governmental authorities. Where a party is obligated to disclose information under law, subject to mandatory restrictions, the disclosing party shall notify the other party thereof prior to disclosure.
- 12.2 Each party shall ensure that the duty of confidentiality set out above is observed by the party's personnel, consultants and suppliers.
- 13 PERSONAL DATA AND COOKIES**
- 13.1 The Customer is the controller for personal data processed under the Agreement. The Supplier will act as a personal data processor when processing personal data for which the Customer is the Controller. This clause 13 applies when the Supplier processes personal data on behalf of the Customer, unless the Supplier and the Customer have entered into a separate data processing agreement in which case such data processing agreement shall apply instead. Terms used in this clause 13 and clause 14 relating to personal data, such as processing, personal data, data subject, personal data controller and personal data processor, shall have the meaning set out in the, from time to time applicable, legislation, including but not limited to the General Data Protection Regulation (2016/679) ("GDPR").
- 13.2 The Customer shall provide up to date and accurate information about the personal data processed by the Supplier on behalf of the Customer. The Customer shall also provide clear and documented instructions to the Supplier regarding such processing. The parties agree that the instructions contained herein (including for avoidance of doubt any additional instructions pursuant to clause 13.3) constitute the Customer's documented instructions regarding the Supplier's processing of personal data on behalf of the Customer. The Customer shall ensure that no other personal data than as set out in the Customer's documented instructions is sent for processing by the Supplier on behalf of the Customer. The Supplier shall have no liability for data not covered by the Customer's documented instructions.
- 13.3 The Customer has the right and obligation to provide modified or supplementary instructions to the Data Processor when required. The Supplier is entitled to reasonable compensation for the work and additional costs incurred by the Customer's amendment of the original instructions in clause 14.
- 13.4 The Supplier undertakes to only process personal data to the extent necessary to fulfil its obligations under the Agreement, and only in accordance with documented instructions by the Customer. The Supplier shall immediately inform the Customer if the Supplier regards an instruction provided by the Customer under this Agreement as in violation with applicable legislation.
- 13.5 In the event that the Supplier processes personal data in addition to or in violation of the Customer's instructions, due to being required to do so by law to which the Supplier is subject; in such a case, the Supplier shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 13.6 In the event that an authority, data subject or other third party requests information from the Supplier regarding the processing of personal data, the Supplier shall, as soon as possible and without undue delay, refer to the Customer.
- 13.7 The Supplier undertakes to take all measures required under Article 32 of the GDPR and as the Parties may further agree upon and to assist the Customer in ensuring that the obligations under Articles 32-36 of the GDPR are complied with. The Parties undertake to document such agreed measures at the request of either Party.
- 13.8 The Supplier also undertakes to cooperate with the supervisory authority when it exercises supervision regarding the processing of personal data. The Supplier is entitled to reasonable compensation for the work and additional costs arising from the supervision of the supervisory authority or similar measures.
- 13.9 At the expense of the Customer, the Supplier shall assist the Customer through appropriate technical and organizational measures, to the extent that this is possible in order for the Customer to fulfil its obligations to respond to the request for the exercise of the data subject's rights under Chapter III of the GDPR.
- 13.10 The Supplier shall provide the Customer access to all information needed to demonstrate that the obligations set out in Article 28 in the GDPR are complied with. The Supplier shall also enable and contribute to audits and inspections performed by the Customer as reasonably required to demonstrate such compliance. The Supplier is entitled to reasonable compensation for the assistance required under this clause 13.10.
- 13.11 The Supplier shall ensure that the Supplier's employees and other personnel who are granted access to the personal data adheres to appropriate confidentiality undertakings or are subject to appropriate statutory confidentiality.
- 13.12 Upon termination of the Agreement in accordance with clause 14 the Supplier shall, in accordance with the Customer's instructions and at the expense of the Customer, delete or return all personal data to the Customer or the person responsible for personal data and then delete existing copies, unless personal data storage is required under law. However, deletion of backups, as applicable, will be carried out in accordance with the backup routine current from time to time. The Supplier shall at the request of Customer inform of the relevant routine.
- 13.13 As part of the Services, the Supplier will place cookies, i.e. information, on third party equipment ("Cookies"). The Supplier has no means of deleting Cookies manually, but each Cookie is set to expire within 30 days of inactivity. The Customer acknowledges that Cookies may contain personal data, and agrees that the Supplier's obligation to delete or return personal data as set forth in the preceding clause shall not apply to Cookies. The Customer shall ensure that all third parties that may receive the Services or the results thereof are informed of, and consents to, as applicable, the Supplier's use of Cookies, as required under law.
- 13.14 Our Privacy Policy is available at: <https://livewrapped.com/privacy-policy>.
- 14 INSTRUCTIONS REGARDING PROCESSING OF PERSONAL DATA**
- Nature and Purpose of processing under the Agreement**
- 14.1 The processing of personal data is carried out in order to provide the Services under the Agreement. This includes necessary activities to place ads on web sites, counting ad impressions and choosing the ads that will be most lucrative for the website. The ads can either be sold by the Customer, or by external demand partners. Processing made by external demand partners, such as SSPs and DSPs is not regulated by this Agreement and the Customer undertakes to ensure proper contractual arrangements with such partners as required under law.

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- Categories of data subjects**
- 15.1 The processed personal data refers to users of the Customer's digital properties including websites and mobile apps owned or controlled by the Customer.
- Categories of personal data**
- 15.2 The personal data processed may include the following categories of personal data: (i) IP-address (ii) web browser ID (iii) webpage/URL, (iv) device information, (v) location data, (vi) pseudonymous ID of audience segmentation and (vii) information about other identifiers assigned to end user devices (IDFA, AAID). The Customer shall ensure that no personal data that can be used by the Supplier to directly identify a data subject and that, with reference to Article 9 of the GDPR, no special categories of personal data will be processed by the Supplier on behalf of the Customer.
- Processing activities**
- 15.3 The personal data will be subject to processing consisting of transmission to external partners selected by the Customer for the purpose of user matching and to enable them to identify users they have previously encountered, and sending ad requests containing the data set out in clause 15.2 to the same partners. Personal data will be stored by the Supplier for the duration set out in this Agreement.
- Duration of the processing of personal data**
- 15.4 Personal data will be processed as long as it is subject to requests by the Customer or external demand partners. Personal data relating to user matching will be deleted from the Supplier's servers after 15 days of inactivity and from the user's web browser after 30 days of inactivity. Personal data relating to the ad request will be stored by the Supplier for 7 days before being deleted.
- Sub-processors**
- 15.5 The Customer authorizes the Supplier to engage Amazon AWS for processing under the Agreement. The Customer acknowledges and agrees that Amazon AWS processes personal data and may engage sub-processors in accordance with its terms and conditions, available at: [https://d1.awsstatic.com/legal/aws-gdpr/AWS\\_GDPR\\_DPA.pdf](https://d1.awsstatic.com/legal/aws-gdpr/AWS_GDPR_DPA.pdf).
- 15.6 The Supplier may engage other sub-processors in its processing of personal data, and shall in that case comply with the requirements set out in Article 28.2, 28.3 d. and 28.4 of the GDPR.
- Transfer to third country**
- 15.7 Transfer of personal data outside the EU/EEA may only take place provided that the requirements for such transfer pursuant to the GDPR have been fulfilled.
- Geographical location of the processing**
- 15.8 The personal data is processed in (i) Sweden, (ii) Germany and (iii) Ireland.
- Technical and organisational measures**
- 15.9 The Parties may agree separately on further requirements regarding technical and organizational measures. Such requirements shall be set out in the Order Specification or otherwise be agreed in writing between the Parties.
- 16 TERM AND TERMINATION**
- 16.1 The Agreement is valid for a specific period of time, if such a period of time is specified in the Agreement. In the event that no specific period of time has been agreed, the Agreement shall be valid until either party terminates the Agreement by giving 30 days prior written notification thereof. Articles containing rights and obligations which to their nature are such that they should remain in force also
- 16.2 Without prejudice to any remedy it may have against the other party for breach or non-performance under the Agreement, either party shall have the right to terminate the Agreement with immediate effect in accordance with the following:
- (i) If the other party commits a material breach of an obligation under the Agreement, if the breach is capable of remedy, fails to remedy the said breach within thirty days following the receipt of written notification referring to this clause; or
- (ii) If the other party is placed into insolvent liquidation, enters into negotiations regarding company reorganization or composition or is otherwise insolvent.
- 16.3 Notice of termination shall be given without undue delay after the circumstance constituting the breach was or should have been known to the aggrieved party.
- 17 CONSEQUENCES OF EXPIRATION**
- 17.1 Upon the expiration or termination of the Agreement, for whatever reason, the Customer shall immediately cease to use the Services and delete the Access Tools, and the Supplier shall, at the request of the Customer, promptly return to the Customer, or otherwise dispose of as the Customer may instruct, all material, specifications and other information in written form or on any other media whatsoever relating to the Services or to the activities of the Customer, which the Supplier may have in its possession and has no legitimate interest to maintain.
- 17.2 Without limiting the Customer's obligations pursuant to the preceding clause, continued use of any part of the Services by the Customer shall entitle the Supplier to compensation pursuant to clause 7.2 and the Customer shall hold the Supplier harmless from any claim, loss or damage due to such use.
- 17.3 The expiration or termination of the Agreement, for whatever reason, shall not affect the respective rights and liabilities of each of the parties hereto accrued on or before termination, nor affect the coming into or continuance in force of any provision hereof expressly or by implication intended to come into or continue to be in force on or after termination.
- 18 FORCE MAJEURE**
- 18.1 A party shall be discharged from liability for a failure to perform an obligation under this Agreement due to a circumstance beyond the party's control. Circumstances giving rise to such discharge are war or warlike acts, restrictions by public authorities, fire, strike, blockade, prohibition, telecommunications failures, denial of service attacks or similar malicious occurrences or other similar events, provided that the affected party immediately gives written notice to the other party of such event ("Force Majeure Event"). Failure to pay agreed fees shall however not constitute a Force Majeure Event.
- 18.2 If performance of significant parts of the Agreement is prevented for more than three months due to a Force Majeure Event, the other party shall be entitled to terminate the Agreement with immediate effect. Neither party shall have any liability to the other party as a consequence of termination of the Agreement due to a Force Majeure Event.
- 18.3 Each party shall cover its own costs resulting from force majeure.
- 19 AMENDMENTS AND CHANGES**
- 19.1 Changes and additions to the Agreement shall be in writing and duly executed by the parties.
- 19.2 Notwithstanding the foregoing, the terms and conditions set out in these GTC may be amended or changed by the Supplier. Such amendments and changes shall be notified

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to the Customer in writing (e.g. via e-mail or information at the customer portal) not later than 30 days prior to the entry into force thereof. If the Customer does not accept such change, the Customer may terminate the Agreement pursuant to clause 16.1.

### **20 NOTICES**

- 20.1 Any notice to be given in writing by a party under this Agreement shall be sent by email, registered mail or courier to the parties' addresses, as listed in the Order Specification or later changed.
- 20.2 The notice shall be deemed to be valid and effective (i) if sent by e-mail if the recipient has confirmed receipt of such e-mail, (ii) at the time of delivery as confirmed in the mail services records if sent by registered mail, (iii) upon receipt when sent by courier.

### **21 MISCELLANEOUS**

- 21.1 This Agreement constitutes the entire agreement between the parties regarding all of the issues set forth in the Agreement and supersedes any and all prior written or verbal undertakings and agreements.
- 21.2 The parties are independent legal entities which act and trade under their own names, for their own accounts and on their own risks. Except as provided for herein, neither party may in any respect represent the other party or enter into any agreement or other commitments on the other party's behalf.
- 21.3 Neither party may assign its rights and/or obligations under this Agreement without the prior written consent of the other parties. The Supplier may however freely assign its rights and obligations hereunder to an affiliate of the Supplier. The Supplier may also freely assign the right to receive payment hereunder.
- 21.4 Failure of either party to enforce or exercise, at any time or for any period, any term of this Agreement, does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.
- 21.5 Should any clause in this Agreement or part thereof be void or invalid, the other provisions of the Agreement shall remain in force and the clause may be amended to the extent such invalidity materially affects the rights or obligations of either party under this Agreement.

### **22 DISPUTES AND GOVERNING LAW**

- 22.1 The Agreement shall be governed by and construed in accordance with the laws of Sweden without application of its conflict of laws principles.
- 22.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by the general courts with the District Court of Gothenburg as first instance.