



**GENERAL TERMS AND CONDITIONS**  
**FOR THE USE AND IMPLEMENTATION OF THE TECHNOLOGY**  
**BETWEEN SEEDTAG AND PUBLISHERS**

Last update: June 2024

**1. Definitions**

«**Accelerated Mobile Pages (AMP)**» means an open-source web development framework that works by stripping pages down to their most essential parts and storing a cached version on Google servers, which allows them to deliver content almost immediately, which can improve the user experience for mobile users and potentially increase search engine rankings.

«**Ad(s)**» or «**Advertising Material(s)**» means any creative content, such as images, videos, artwork, or text, that is used to promote a product or service to an audience through the Website(s) and the tags therefor, including banner advertisements, buttons, and non-graphical elements such as tracking pixels.

«**Ad Request**» refers to the API call made by the Publisher Tag for each placement for which Seedtag is responsible, in order to perform an auction process and which may result in an Ad being returned and displayed on the page.

«**Ad Server**» or «**Ad Serving**» refers to the tool allowing to program and display advertising on the Website(s) of the Publisher.

«**Advertiser**» refers to the company that owns the Advertising Material to be displayed on the Publisher's Websites.

«**Advertising Space**» or «**Ad Inventory**» refers to the available online media placements across one or more Publisher's Website(s), in which the placement of Ads will occur in accordance with the Applicable Law, in whatever format and/or for whatever device Seedtag deems appropriate and/or as Seedtag may agree with the Publisher.

«**Applicable Law**» means, at any particular time in respect of any Party, all laws, treaties, statutes, regulations, judgments, or decrees that apply to a Party and/or legal requirements requests, official directives, consents, approvals, authorizations, guidelines, decisions, rules, orders, and policies of any court, regulatory or supervisory authority or by any other authority that has or purports to have authority over the Party.

«**Blocklist(ing)**» refers to a list of Websites that are deemed unsuitable or inappropriate for advertising and are therefore excluded from showing Ads since they do not meet basic standards for advertising placement, such as those that promote illegal or controversial content, or those with low-quality or fraudulent traffic.

«**European Data Protection Laws**» means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (sometimes referred to as the General Data Protection Regulation) (“**GDPR**”); (ii) Directive 2002/58/EC of the European Parliament and of the Council concerning the processing of personal data and the protection of privacy in the electronic communications sector (sometimes referred to as the e-privacy Directive); (iii) any regulation or other laws implementing such Directive in any member state of the European Union (“**Member State**”); (iv) any laws in the United Kingdom replacing any of the above on or after the time that the United Kingdom ceases to be a Member State; and (v) any modification, extension or re-enactment of any of the above from time to time. The terms “**Controller**”, “**Data Subject**”, “**Joint-Controller**”, “**Processor**”, “**Process**”, and “**Processing**” have the respective meanings ascribed to them in the GDPR.



«**Header Bidding**» refers to the technique that allows the Publisher to offer its inventory of Advertising Spaces to multiple Advertisers (and to other inventory buyers that act as intermediaries in the purchasing chain of Advertising Spaces, such as the so-called "ad exchanges"). This system allows several inventory buyers to bid simultaneously and in real time for the same Advertising Space. The Advertising Space is assigned to the highest bidder (as opposed to the programmatic waterfall system, in which the buyers are ranked according to their priority level and have access to the inventory in a staggered manner, so that only if the buyer that is on top of the purchasing chain fails to make a bid that is acceptable to the Publisher, the next bidder in the ranking will be able to make a bid for the inventory). Header Bidding is based on the inclusion of JavaScript code in the header of the Web Site. This code executes and organizes the bidding system before the Web Site loads on the end user's device.

«**Party**» means Seedtag or the Publisher, and «**Parties**» means, collectively, Seedtag and the Publisher.

«**Personal Data**» means information relating to an identified or identifiable natural person («**Data Subject**»); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, genetic, mental, economic, cultural, or social identity. For the avoidance of doubt, Personal Data includes personal information and personal data as defined by applicable data protection law, including US Privacy Laws).

«**Publisher**» means the natural or legal person defined in the Purchase Order.

«**Publisher Panel**» means Seedtag's proprietary user interface that allows Publishers to view and analyze information about the performance of advertising displayed on their website, such as the number of impressions, clicks, revenue and other relevant data.

«**Publisher Tag**» refers to the Javascript code that Seedtag provides to the Publisher for placement on the Website(s) in order to implement the Seedtag Technology.

«**Purchase Orders**» refers to the particular conditions that Seedtag and the Publisher enter into by mutual agreement and in which the following aspects are specified:

- Identification of the contracting Seedtag entity
- Website(s) of the Publisher
- Duration of the contract
- Territorial limitation
- Remuneration
- Contact e-mails.
- Others

«**Seedtag**» refers to Seedtag Advertising, S.L., a company incorporated and existing under Spanish law, with registered office at Calle Marqués de Valdeiglesias, 6 (28004 Madrid, Spain), with tax identification number B86978996 and registered in the Commercial Register of Madrid, or any of Seedtag Advertising, S.L.'s branches or subsidiaries, understood as those persons or entities that are directly or indirectly under the control of Seedtag Advertising, S.L., as defined in the corresponding Purchase Order.

«**Seedtag Competitor**» means any natural or legal persons carrying on any business offering contextual advertising solutions, either directly or through a company of their Group.

«**Seedtag Partner**» means any client, supply platform, demand platform agency or Advertiser that is necessarily involved in the provision of the Services.



«**Seedtag Technology**» refers to the software owned by Seedtag that allows the Publisher to display on the Website(s) advertising content in any of the formats offered by Seedtag and enabled by the Publisher on the Website(s).

The above-mentioned formats are one or more the following («**Formats**»):

- Contextual Branded Video
- Contextual Outstream Video
- Contextual Engagement Video
- Contextual Impact Display
- Contextual Engagement Display
- Contextual Frame Display
- Contextual Native
- Standard Formats

«**Third Party Technology**» refers to the software owned by a third party which has been licensed for Seedtag's Publishers usage that allows the Publisher to gather certain information of the users which serves to facilitate, as an example: (A) delivery of advertising that is or may be customized to such end users' interests and (B) reporting and measurement of the ads users have seen.

«**US Privacy Laws**» means, as applicable (i) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, together with all implementing regulations, (ii) Virginia's Consumer Data Protection Act; (iii) the Colorado Privacy Act; (iv) Connecticut's Act Concerning Data Privacy and Online Monitoring; (v) the Utah Consumer Privacy Act; and (vi) such other US privacy laws that go into effect.

«**Valid Ad Request**» refers to those Ad Request that accept all the agreed Formats Purchase Order and conform to the quality standards established by the advertising industry and followed by Seedtag, allowing its correct monetization i.e., being a unique request, not being fraudulently generated and being consistent with the Format.

«**Website(s)**» refers to the website(s), mobile site(s) or application(s) belonging to the Publisher or where the Publisher has the right to display Advertising Materials, and which are listed in the Purchase Order.

«**Allowlist**» refers to a list of approved sites that meet certain quality standards and - according to Seedtag sole discretion - are deemed suitable for displaying ads, being that the Website meets specific criteria set by the Advertiser or campaign as well as does not violate any industry standards, guidelines or laws relating to advertising.

## 2. Scope of Application

2.1. These General Terms and Conditions for the implementation of the technology between Seedtag and Publishers (the "**General Conditions**") and the relevant Purchase Order as well as all annexes, schedules or attachments thereto (all together, the "**Terms for Publishers**") are intended to set out the terms and conditions governing Seedtag's use of the Publisher's Advertising Space and Website, including, but not limited to, the implementation of the Seedtag Technology, or Third Party Technology on the Website by Seedtag (the "**Services**"), in order to enable Seedtag to provide Advertising Space to the Advertiser and generate revenues therefrom, based on which Seedtag shall pay fees to Publisher as set forth under the Terms for Publishers (the "**Services**") and, in return, Seedtag agrees to pay consideration to the Publisher as per with the Purchase Orders.

2.2. In the event of any discrepancy between the General Conditions and the Purchase Order, the provisions of the Purchase Order shall prevail. In the event of any discrepancy between the General Conditions provisions and any provision contained in an incorporated document therein, the terms of the General Conditions shall



prevail. In any event, the latter shall prevail over the Publisher's own general terms and conditions, the application and observance of which are expressly excluded.

### **3. Obligations of the Parties**

#### **3.1. Seedtag Obligations**

Seedtag obligations are the following:

- a) To use its best efforts to ensure the proper functioning of the Seedtag Technology during the course of the contractual period, maintaining continuous contact with the Publisher for this purpose.
- b) To make reasonable efforts to provide accurate audience estimates for the Website(s) publications.
- c) To respect the independence of the Publisher, in terms of the opinions, content and criticisms that the Publisher publishes on its Website(s). In this regard, Seedtag shall in no way be responsible for any content published on the Publisher's Website(s).
- d) In general, to carry out all necessary acts to ensure that the image of either Party is not tarnished among clients, Advertisers and third parties in general, and thus maintain a good image, both individual and corporate.
- e) Seedtag will not have the obligation, but it will hold the right to sell Advertising Space granted by the publisher "blindly", i.e., without specifically referring to the Publisher's Website, within vertical thematic packages (consisting of several websites representing a common interest for the Advertiser). Therefore, Seedtag shall be empowered by the Publisher to share Allowlist of websites with agencies and clients, for the sole purpose of eventually Blocklisting some sites.

#### **3.2. Publisher Obligations**

The Publisher undertakes to perform the contractual relationship in accordance with the Terms for Publishers and to commit to the following obligations:

I. Regarding Seedtag Technology:

- a) To allow the inclusion of, and to have the necessary rights with respect to the Website to allow the inclusion of, the Seedtag Technology on the Website(s) indicated in the Purchase Orders.
- b) Not to use the Seedtag Technology on any website or URL other than that agreed with Seedtag. In any case, the Publisher shall not allow Seedtag formats to be displayed on third party URLs through embedding or any other technical means.
- c) Not to use the Seedtag Technology for the transmission, installation or publication of any viruses, malicious code or other harmful programs or files.
- d) Not to take any action that causes a disproportionate or unnecessary saturation in the infrastructure of the Seedtag Technology, as well as in the systems and networks connected to the Seedtag Technology, as well as not to impede the normal development of the Seedtag Technology or any of its functionalities, by any procedure, and/or through any practice that violates or infringes in any way the Terms for Publishers.



- e) Comply with Seedtag's reasonable and lawful recommendations related to the use and optimization of the Seedtag Technology to ensure an effective and efficient functioning and achieve the best possible results for the Parties.
- f) In the event that the Publisher has access to the Adserver or the Seedtag Technology through a username and/or password, the Publisher undertakes not to provide inaccurate data, and not to communicate its access credentials to third parties, even temporarily. Seedtag shall not be liable in case of misuse by the Publisher of his access credentials to the Adserver or the Seedtag Technology.
- g) Update the Android/iOS Software Development Kit (SDK) to the latest available version no later than thirty (30) days after being requested by Seedtag to do so.
- h) Not to knowingly alter the operation of its Website(s) or the content or format of the Ads in any way that may interfere with the proper functioning and viewing of the Ads through the Seedtag Technology in order to relegate them.
- i) To provide Seedtag with access to all content generated by Seedtag's analytics technology and to inform Seedtag in advance of any changes to its Website(s) that may prevent or hinder such access.
- j) In the event that the Publisher has a list of Authorized Digital Vendors (in a *pubvendors.json* file) in its Consent Management Platform (CMP), it shall include Seedtag therein.
- k) To implement on the Websites(s) and periodically update (at least once a month and, in any event, within fifteen (15) days of notification of any changes by Seedtag) an Authorized Digital Vendors text file or "ads.txt" (or, in the case of apps, "app-ads. Txt") listing the companies authorized to sell their products and/or services in order to assist and improve the performance of the services provided by Seedtag in accordance with the latest IAB standard specification (<https://iabtechlab.com/ads-txt/>) in all of the Publisher's digital offerings.

## II. Regarding Third Party Technology

- a) All the abovementioned conditions for Seedtag Technology shall apply to Third Party Technology
- b) Not to use the Third Party Technology for any fraudulent purpose or otherwise in violation of any applicable law(s);
- c) Not to copy, reproduce, modify, translate, host, sublicense, lease, transfer, resell, disassemble, decompile, reverse engineer, or create derivative works from or in respect of the Third Party Technology or any aspect (including any algorithm(s), technique(s), or non-public feature(s))
- d) Not to damage, impair, disable, tamper with, or misappropriate any aspect of the Third-Party Technology.
- e) Not to breach any security measure provided by or circumvent any access or use restrictions of the Third-Party Technology.
- f) Not to use the Third Party (i) for the purposes of making a decision about a Website visitor's eligibility for employment, health care, credit or insurance, or (ii) to make a decision, solely by automatic means, that produces legal effects concerning, or has a similarly significant effect on, the visitor;
- g) No to provide any personally Identifiable Information or sensitive data; or
- h) Not to use the Third Party Technology or any aspect thereof (i) on any website directed to children under the age of 16 or (ii) to collect or use, or to cause the Third Party Technology to collect or use, data derived from visitors the Publisher knows to be under the age of 16.



i) Additionally, Seedtag may provide the Publisher with further limitations in regard to the usage of Third Party Technology to which the Publisher agrees to comply with.

III. Regarding Data:

- a) Provide Seedtag with all information and documents necessary for the proper provision by Seedtag of the Services covered by the Terms for Publishers.
- b) To make reasonable efforts to provide accurate audience estimates for the Website(s) publications.
- c) Not to generate, facilitate or encourage fraudulent traffic, understood as any activity aimed at artificially increasing traffic and intentionally altering the statistics relating, among others, to the impressions and clicks generated and the views actually made by the target audience of the Advertising Materials ("**Fraudulent Traffic**"). Fraudulent Traffic shall include, but is not limited to, any activity that relies on pay-to-click programs, automated clicking tools, bots, purchased traffic or any other deceptive software or incentives to encourage visitors, employees, or agents to generate traffic that exceeds that which would be generated by the normal use of an individual user. Publisher acknowledges and agrees that none of the foregoing impressions shall be counted toward Publisher earnings. If Seedtag determines that there has been Fraudulent Traffic or Publisher has otherwise failed to comply with this Section 3.2.II.c), Seedtag may immediately terminate or suspend the Services at its sole discretion and all fees generated from such actions to the Publisher shall be forfeited or reimbursed by the Publisher to Seedtag.
- d) To help ensure accurate reporting of advertising traffic i.e. providing precise and truthful information about the traffic generated by an online advertisement, such as the number of clicks or impressions it receives, Publisher authorizes Seedtag to include the data collected in a tailor-made entity for the generation of advertising traffic reports from Comscore, IAS, MOAT, Nielsen/NetRatings and/or similar third-party measurement organizations widely recognized in the industry for advertising purposes during the term of the Purchase Order. The data to be included in the tailor-made entity shall be limited to website traffic and user engagement metrics related to the Publisher's Website(s) and shall not include any personally identifiable information. To the extent necessary to facilitate the foregoing, both Publisher and Seedtag will cooperate and take all necessary actions to do so.
- e) Publisher undertakes not to reverse engineer, disassemble, manipulate, or in any other way alter or modify all or part of the data contained in the Publisher Tag.
- f) Publisher authorizes Seedtag to publish a press release announcing the right granted to Seedtag to sell the relevant Advertising Spaces. The press release may include information about the agreement between the Publisher and Seedtag, but it must and will not contain confidential or private information.
- g) The Publisher shall not collect nor transfer Personal Data from children under the age of 18 to Seedtag in violation of Applicable Law. In this regard, the Publisher declares that it has the necessary means to comply with the obligations of all Applicable Law.

IV. Regarding collaboration between the Parties

- a) To cooperate fully and in good faith with Seedtag in order to guarantee and preserve its rights, its good image and good name and its reputation in the market, informing Seedtag of any event that may be detrimental or may involve unfair competition, discredit, or damage to Seedtag.



#### V. Regarding regulations:

- a) Publisher guarantees and warrants to Seedtag that all visuals and contents displayed on its Website comply with all applicable legislation, including, but not limited to, directives and regulations on trademarks, intellectual property, copyright, image rights, data protection and image rights, while avoiding any content that may be contrary to morality and public order, such as, but not limited to, content of a violent, pornographic, homophobic, or xenophobic nature. Seedtag shall not be liable for any claims in relation to the content published on Publisher's Website(s).
- b) Publisher shall, during the term of the Terms for Publishers and where applicable according to the Applicable Laws, during the first two months of the relevant year, provide annually the certificate of tax residence for the purposes of the double taxation agreement in force. The first certificate shall be provided within one month upon signature of the Purchase Order.
- c) The Publisher guarantees and warrants to Seedtag that all visual elements displayed on its Website(s) comply with all applicable legislation, including, but not limited to, directives and regulations on trademarks, intellectual property, copyright, image rights, data protection and rights to honor and personal and family privacy, rights of minors under the age of 16 (with particular attention to compliance with COPPA), while avoiding any content that may be contrary to morality and public order, such as, but not limited to, content of a violent, pornographic, homophobic or xenophobic nature. Seedtag shall not be liable for any claim in relation to the content published by the Publisher on its Website.

#### **4. Variation of formats**

**4.1.** The formats listed by Seedtag in these General Conditions are provided for illustrative purposes only. The acceptance of these General Conditions implies the acceptance by the Publisher of the possibility of variation of the formats, which may result in a different format to the original one insofar as the technical evolution and improvement of the Seedtag Technology so requires, and without any prejudice to the Publisher.

#### **5. Early termination**

**5.1.** In general, and in addition to the causes provided for by law, the contractual relationship between the parties may be terminated prior to its expiry in the event of breach of any clause of the Terms and Conditions and/or any Purchase Order by either of the Parties. The early termination shall apply when the breach has not ceased within thirty (30) days from its notification by registered letter with acknowledgement of receipt and certificate of content sent by the aggrieved Party.

**5.2.** Notwithstanding the foregoing, either Party may terminate the contractual relationship between them early, for any reason, by giving ninety (90) days' written notice to the other Party.

**5.3.** In the event that the notice period is not respected, and the Service is interrupted, either Party may penalize the other Party with the amount corresponding to the fees accrued in the ninety (90) days prior to the interruption of the Service. Notwithstanding the foregoing, if the Terms for Publishers are subject to US governing law, penalties will not apply.



## **6. Payments, reporting and adjustments.**

- 6.1.** The calculation of Valid Ad Requests and the associated ad payments owed pursuant to a specific Purchase Order will be based on Seedtag's measurements taken from Seedtag's Adserver. Seedtag shall provide the Publisher with access to such measurements via the Publisher Panel for the purposes of billing and assisting in monitoring discrepancies.
- 6.2.** If the difference between the measurements reported by Seedtag's Adserver and the Publisher's Adserver exceeds 10% over the invoice period, then the parties will facilitate a reconciliation effort between Seedtag and Publisher. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, then the final amount of Valid Ad Requests will be the average of the measurements reported by the different Adservers.
- 6.3.** The Publisher undertakes to share any data required by Seedtag for the correct analysis and measurement of discrepancies between the two technologies.
- 6.4.** The prices and payments to be made by Seedtag to the Publisher under the terms set forth in the Purchase Orders are subject to reconciliation adjustments. Reconciliation adjustments shall mean adjustments made by Seedtag to reconcile or adjust payments by reason of the following factors:
  - 6.4.1. Seedtag's recovery of amounts paid to Publisher that were generated by prohibited, unlawful and/or fraudulent activity, Ad Inventory on unauthorized Website(s), or Ad Inventory that violates the Terms of Publishers.
  - 6.4.2. Failure to receive payment from the applicable Seedtag Partner.
  - 6.4.3. Errors identified by Seedtag in the information and statistics extracted from its Adserver.
  - 6.4.4. Adjustment of amounts owed by the Publisher to Seedtag.

In this sense, Seedtag reserves the right to recover or delay payments, without limitation in amount and/or time, to the Publisher in order to carry out the reconciliation adjustments defined in this clause.

Publisher agrees to hold Seedtag liable for payments of fees solely to the extent proceeds have cleared from the applicable Seedtag Partner to Seedtag. Seedtag agrees to make commercially reasonable efforts to collect and clear payment from the applicable Seedtag Partner on a timely basis. If Seedtag cannot collect such fees from the applicable Seedtag Partner within 120 days of receipt of the invoice from Publisher, Seedtag reserves the right to adjust subsequent payments to Publisher to account for the fees it is unable to collect from the applicable Seedtag Partner.

## **7. Publisher Revenue**

- 7.1.** The Parties agree that the Publisher Revenue will vary depending on the manner in which placements are integrated, and accordingly, the Parties will agree to define Publisher Revenue in the corresponding Purchase Order.

## **8. Ownership of Information**





- 8.1. The Parties agree that the Publisher shall own all data that Seedtag collects except that which Seedtag captures and maintains for the provision of its Services and the enforcement of its rights; furthermore, Seedtag shall not permit the identification of end users or disclose personal data in a manner contrary to Applicable Law.
- 8.2. During the provision of the Services, Seedtag shall be entitled to scrape the content of Publisher's Website(s) (the "**Scraped Content**") for the purpose of training its machine learning technology and providing the Services. Publisher hereby grants to Seedtag a free, perpetual, non-exclusive, non-assignable and territorially unlimited license to use the Scraped Content of the Website(s) in connection with the training of its machine learning technology and the provision of the Services. Seedtag shall not be entitled to use the Scraped Content for any other purpose without the prior written consent of the Publisher.

## 9. Intellectual property rights

- 9.1. Each Party acknowledges the ownership of the other or any other third party of all its intellectual, industrial and any other similar property rights over texts, images, photographs, technologies, trademarks, logos, domain names, software applications, and any other elements, creations, inventions, or distinctive signs of its property. In particular, the Publisher acknowledges Seedtag's ownership of the Seedtag Technology which, in the provision of the Services, may be used or licensed to the Publisher.
- 9.2. The Publisher authorizes Seedtag to use screenshots of the Websites, as well as its name, logo, trade name and/or trademarks to create marketing tools presenting the Website and the trend of its results. In particular, the Parties authorize each other to use the trademarks and other distinctive signs owned by the other Party in their presentations and display of professional portfolios, as well as on their website or social platforms.
- 9.3. Likewise, if in any event, and although this is not the main purpose of the Services therein, should the Services agreed upon in a particular Purchase Order, include the granting of a license to use the Seedtag Technology or Third Party Technology, such licenses shall be understood to be granted on a non-exclusive basis, not sub-licensable to third parties, and with the territorial limitation established in the Purchase Order (if any), although temporarily limited to the duration of the contractual relationship between the Parties, and shall be revoked upon termination, for any reason, of the Purchase Order. Said licenses shall also be limited to the uses, number of users and maintenance conditions agreed between the Parties.
- 9.4. The Publisher acknowledges Seedtag's ownership of the undisclosed information, as set out by and in accordance with article 39 of the TRIPS Agreement, and know-how used by Seedtag in the provision of the Services under the Terms for Publishers and the Purchase Order, which shall remain the sole property of Seedtag and the Publisher undertakes to maintain strict confidentiality of such information and know-how in accordance with the provisions of the General Conditions and the Purchase Order. The Publisher shall refrain from using, duplicating, sharing, or disseminating such information and know-how in any form whatsoever, whether oral or written or otherwise, without the express prior written authorization of a person duly authorized by Seedtag. Furthermore, the Publisher undertakes not to exploit on its own, or through the intervention of third parties, without the express authorization of Seedtag for this purpose, the ideas, strategies, or knowledge that, developed and/or created by Seedtag under the General Conditions and/or the Purchase Order, have not been implemented or put into practice by Seedtag.
- 9.5. The Parties expressly acknowledge that they do not acquire by virtue of the Terms for Publishers any rights to the trademarks, logos, and names owned by the other Party, but only a right to use them for the purposes and under the conditions set forth in the Terms for Publishers. Beyond what is expressly provided for in the Terms for Publishers, the



Parties shall retain exclusive ownership, without any assignment, of all intellectual and industrial property rights belonging to them.

## **10. Warranties, liabilities, and exemptions**

- 10.1.** Each Party represents and warrants to the other Party that: (i) the signatories have the full power and authority to execute and deliver the Terms for Publishers on behalf of their respective entities, and that such entities have full power and authority to enter into and be bound by the Terms for Publishers; (ii) its performance of the Terms for Publishers will not violate the terms of any other agreement to which it is a party; (iii) its performance of its obligations under these General Conditions will comply with all Applicable Laws, including laws relating to advertising, privacy and anti-competitive or unfair practices; and (iv) it will perform its obligations in accordance with the terms of these General Conditions and in accordance with the highest standards of quality in the industry.
- 10.2.** Each of the Parties warrants to the other Party that it is the owner of the materials provided by it or that it has the necessary rights over said materials, including, but not limited to, intellectual and industrial property rights, its own image, and any other rights necessary to perform or use, as applicable, the Services. Each Party also warrants to the other Party that such materials when used in accordance with the Terms for Publishers will not infringe the intellectual property rights of third parties.
- 10.3.** Each Party warrants to the other Party that it is aware of the Applicable Law among others, regulations relating to advertising campaigns launched within the framework of the Services, and also guarantees and warrants to the other Party its due compliance insofar as they affect the services to be provided by it.
- 10.4.** Each Party hereby warrants to the other Party its full compliance with all commitments and obligations arising from the Terms for Publishers and the Applicable Law.
- 10.5.** Each Party (an “indemnitor”) agrees to indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, successors and assigns (each an “indemnitee”) from and against any claim, suit or proceeding brought by a third party (“Claim”) against the indemnitees arising out of any breach of the Terms for Publishers or any violation of applicable law by the indemnitor. The indemnitee shall provide the indemnitor with prompt written notice of such Claim and reasonably cooperate with the indemnitor with respect to such Claim. The indemnitor will have full control over the defense and settlement of the Claim, subject to prior approval by the indemnitee, not to be unreasonably withheld. This provision survives the termination of the Terms for Publishers.
- 10.6.** Except with respect to personal data and security obligations and personal data security breaches, including indemnification relating thereto (“Personal Data Liability”) and Party’s breach of Section 11 (Confidentiality), including indemnification related thereto, each of Seedtag’s and the Publisher’s maximum aggregate liability to the other Party arising from the Terms for Publishers, shall be limited to the amount of the fees actually payable by Seedtag to Publisher from the provision of the Services in the twelve (12) months prior to the time the liability claim arose (the “General Cap”) provided, that each Party’s maximum aggregate liability to the other Party with respect to Section 9 (Intellectual Property Rights), is limited to two times the General Cap. This provision survives the termination of the Terms for Publishers.
- 10.7.** Seedtag shall not be liable to the Publisher or any third party (including pursuant to any indemnification obligations herein) to the extent that the damage is caused by (i) improper use of the Service and/or Seedtag Technology or Third Party Technology, (ii) modification of the Service and/or Seedtag Technology or Third Party Technology by or on behalf of the Publisher, (iii) the Publisher’s use of inappropriate or inadequate equipment, systems, or physical or



operating environment in connection with the Services and/or Seedtag Technology or Third Party Technology, (iv) inadequate maintenance by the Publisher of its equipment, systems, or physical or operating environment in connection with the Service and/or Seedtag Technology and/or Third Party Technology, or (v) the Publisher's combination, operation, or use of the Service and/or Seedtag Technology Third Party Technology with other products or services.

- 10.8.** Each Party expressly disclaims all liability for any claims by third parties (including pursuant to any indemnification obligations herein) arising from the content or form of advertising inserted at the request of the other Party. In particular, Seedtag shall not be liable for any content produced by an Advertiser, and which may be published on the Publisher's Website under the General Conditions and/or the Purchase Order.
- 10.9.** Seedtag shall not be responsible for Publisher's use of Third Party Technology. To this effect, the Publisher shall be liable and shall hold Seedtag harmless for any claims it receives from third parties for the use of such technology by the Publisher and, in particular, for breaches by the Publisher in relation to its obligations in relation to Third Party Technology.
- 10.10.** Neither Party shall be liable for the acts or omissions of third parties not a party to the Terms for Publishers, including delay or omission in publication or any error in the insertion of Ads except in cases of gross negligence on the part of either Party.
- 10.11.** Except for either Party's breach of Section 11 (Confidentiality), in no event shall either Party be liable to the other for any indirect, exemplary, consequential, incidental, punitive, and/or special damages arising from or relating to the Terms for Publishers, including lost data, business, revenue, or anticipated profits whether based on breach of contract, tort, restitution or otherwise, and whether or not the applicable Party was advised of the possibility of such losses or damages. This provision survives the termination of the Terms for Publishers.
- 10.12.** Neither Party will be responsible for any failure or delay in its performance due to Force Majeure or unforeseeable circumstances which shall include, but not be limited to, delays, failures, suspension or interruption of the Services as a result of power restrictions, blockage of telecommunications or the Internet network, acts or omissions of third parties, telecommunications operators or Service companies, supply or transport, epidemics, pandemics or natural disasters, wars, riots, strikes, civil disorder, terrorist acts, unforeseen acts, fires, explosions or any actions of the authorities or any other causes or circumstances beyond the Party's control that prevent Seedtag from providing the contracted Services.
- 10.13.** Should penalties be imposed in accordance with the Purchase Order, they shall not constitute in any case a compensatory substitute penalty and shall not exclude Seedtag's right to be compensated by the Publisher for any damages incurred. Notwithstanding the foregoing, if the Terms for Publishers are subject to US governing law, penalties will not apply.
- 10.14.** In the event that Applicable Law does not allow the limitation or exclusion of certain damages under the terms of the General Conditions, Seedtag's liability shall be limited to the maximum extent permitted by Applicable Law.
- 10.15.** THE GUARANTEES AND WARRANTIES INDICATED IN THESE GENERAL CONDITIONS ARE THE ONLY GUARANTEES AND WARRANTIES OFFERED BY SEEDTAG. IN PARTICULAR, SEEDTAG DOES NOT GUARANTEE OR WARRANT THE COST-EFFECTIVENESS, RELIABILITY, AVAILABILITY OR SUITABILITY OF THE SERVICES TO MEET THE PUBLISHER'S EXPECTATIONS. SEEDTAG PROVIDES THE SERVICES "AS IS". TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SEEDTAG EXCLUDES ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED. SEEDTAG EXPRESSLY DISCLAIMS



ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSION OF WARRANTIES IN THIS CLAUSE SHALL NOT AFFECT ANY STATUTORY RIGHTS.

## **11. Confidentiality**

**11.1.** Both Parties mutually undertake to maintain the secrecy and confidentiality of any information (texts, images, information, or expressions) communicated by any means within the scope of the relationship between the Parties or during the negotiations, relating to the activity of the other Party, including, without limitation:

**11.1.1.** To the scope of the Terms for Publishers and/or its clauses.

**11.1.2.** Information relating to the other Party's trade secrets, clients, Advertisers, or business partners.

**11.1.3.** Information relating to financial, operational, technical, or commercial activities of the other Party.

**11.2.** In particular, all know-how or know-how resulting from the performance of the Services shall be considered as Confidential Information of Seedtag, being understood as such, for the purposes of the Terms for Publishers and without the following list being limiting in nature, all aspects resulting from the provision of the Services that allow Seedtag and/or its clients to obtain competitive advantages in the market and which are of an industrial, business, technological and/or commercial nature shall also be considered as Confidential Information of Seedtag. In particular, any aspects related to the General Conditions and/or the Purchase Order, concerning technological development or improvement already patented or likely to be patented, assessments of the technical and commercial feasibility of the Services under the General Conditions and/or the Purchase Order, aspects related to the exploitation of any project under the General Conditions and/or the Purchase Order in any of its forms, the background of the project, the knowledge acquired for the usefulness and application thereof, by virtue of Seedtag's experience or the provision of the Services for the Publisher, shall also be considered as Confidential Information of Seedtag.

**11.3.** The Party to whom such Confidential Information has been provided or has had access to such Confidential Information shall be obliged (i) to guard and safeguard it against any unauthorized disclosure or access by third parties, (ii) not to disclose and provide it to third parties (except to employees, contractors, and other representatives) without the express written consent of the other Party, (iii) to maintain absolute confidentiality with respect to such Confidential Information, and (iv) not to use it except to perform its obligations and exercise its rights under the Terms for Publishers.

**11.4.** Without prejudice to any other provision of the Terms for Publishers, the obligation referred to in this clause shall remain in force after the expiry of the contractual relationship between the parties, for the maximum period permitted by Applicable Law. In the case of information that may be considered a "trade secret" under Applicable Law, the obligation of confidentiality shall remain in force indefinitely.

## **12. Personal Data**

**12.1.** In compliance with the applicable legislation on the protection of personal data, the signatories of the Terms for Publishers and the contact persons who will manage the relationship with the other Party are informed that their personal data will be processed by Seedtag and by the Publisher acting as Data Controllers for the purpose of managing the contractual relationship, limiting the data to the minimum necessary for their professional location.



- 12.2.** The basis that legitimates the processing of the data is the legitimate interest of these Parties in maintaining commercial and contractual relations.
- 12.3.** The data provided will be kept for as long as the contractual and commercial relationship between the Parties is maintained. Once this relationship has ended, the personal data will be kept duly blocked for as long as liabilities may arise from the execution of this contract, as well as for the fulfillment of other legal obligations.
- 12.4.** The Parties state that the communication of personal data to third parties is not envisaged except in cases where there is a legal obligation.
- 12.5.** The interested parties may exercise, to the extent applicable, the rights of access, rectification, deletion, limitation of processing, opposition, portability and to oppose automated individual decisions at the registered offices of each of the Parties, indicated at the beginning of the Term for Publishers, as well as to lodge a complaint with the relevant Data Protection Agency in the event that they consider their rights have been violated.
- 12.6.** If, as a consequence of the provision of the Service, the use of Seedtag's Technology (and, where applicable, Third Party Technology) involves the processing of Personal Data, the relationship between Seedtag and the Publisher shall be governed by the provisions of Seedtag's Data Processing Agreement, which forms an integral and inseparable part of the Terms for Publishers.

### **13. Miscellaneous**

- 13.1. Entire Agreement:** the Terms for Publishers constitute the entire terms and conditions governing the relationship between Seedtag and the Publisher, and supersede all prior agreements, whether oral or written, with respect thereto.
- 13.2. Independent contractors:** The relationship between Seedtag and the Publisher is of arm's length independent contractors and shall in no way constitute the formation of a joint venture or partnership between the Parties, nor shall it constitute an employment relationship between the Parties or the members thereof.
- 13.3. Modifications:** Seedtag reserves the right to modify these General Conditions. In any case, Seedtag will inform the Publisher at least fourteen (14) days in advance, except as provided for in condition 4. In such a case, the Publisher may terminate the General Conditions in advance during the fourteen (14) days without penalty. If the Publisher continues to use Seedtag's Services after this period, it will be bound by the General Conditions and Purchase Orders as amended.
- 13.4. Invalidity and survival:** In the event that any of the clauses of these General Conditions are declared null and void, in whole or in part, such circumstance shall not affect the validity of the remaining terms of the Terms for Publishers, remaining in force without being affected by such declaration.
- 13.5. Assignment:** Neither of the Parties may assign the Terms for Publishers and/or transfer the rights and obligations of the same to third parties without the prior, express, and written authorization of the other Party. Notwithstanding the foregoing, either Party may assign the Terms for Publishers and/or rights and obligations arising from the same to any companies of its Group, provided that the assignee entity may continue to fulfill the obligations of the Terms for Publishers, it being sufficient to inform the other Party in writing.
- 13.6. Subcontracting:** Seedtag may subcontract, in whole or in part, the Services when it considers that the intervention of third-party experts in specific matters may result in a better service for the Publisher, without prior authorization



from the Publisher. In any case, the subcontracting that Seedtag may carry out with third parties is solely and exclusively for the interests of the Service. Seedtag undertakes to enter into the corresponding agreements with such third parties the corresponding agreements for the protection of confidential information and processing of personal data.

**13.7. Electronic Signature:** The Parties hereby agree that this Term for Publishers may be signed and executed by means of an electronic signature. Each Party acknowledges and agrees that an electronic signature shall have the same legal value and effect as a handwritten signature. Both Parties agree that the electronic signature, whether in the form of scanned signature, digital signature, advanced electronic signature, or any similar means, shall be deemed as an authentic and binding signature for all legal purposes related to this contract. Any printed copy of the contract containing an electronic signature shall be deemed a valid and authentic original.

#### **14. Notifications**

**14.1.** Notifications between the Parties under the General Conditions or under the Purchase Orders shall be made by e-mail to the addresses indicated in the respective Purchase Orders, such notification being effective when the addressee, by means of an e-mail sent to the e-mail address of the sender, acknowledges receipt of such e-mail, with an automatic 'read receipt' not constituting acknowledgement of receipt of an email for the purposes of this section.

**14.2.** Any communication sent to the addresses established in the Purchase Orders shall be deemed to have been correctly made unless the addressee has previously notified the other Party by registered mail of a change of address.

**14.3.** Without prejudice to the foregoing, notifications relating to exclusivity, term and early termination clauses shall be made by certified mail to the postal addresses set out in the Purchase Orders or, at the option of the sending Party, through an electronic signature service provider that allows the content and receipt of the communication to be recorded. In any event, copies of such communications shall be sent to the e-mail addresses designated by each Party in the Purchase Orders.

#### **15. Language**

**15.1.** The original version of the General Conditions is written in Spanish. Unless otherwise specified in the Purchase Order, the Spanish version of the General Conditions shall prevail in the event of any conflict with any version of the General Conditions or part thereof that has been translated into another language (including English).

#### **16. Governing law and jurisdiction**

**16.1.** Any issues that may arise regarding the interpretation or application of the Terms for Publishers, as well as with regard to those points not contemplated therein, shall be governed by current Spanish legislation, unless otherwise explicitly stated in the Purchase Order.

**16.2.** The Parties, waiving their rights to their own jurisdiction or that which may correspond to them for the interpretation or resolution of any disputes that may arise between them as a result of the Terms for Publishers, and provided that the applicable regulations so permit, expressly submit themselves to the jurisdiction and authority of the Courts of the city of Madrid (Capital), unless otherwise explicitly stated in the Purchase Order.