

Terms of Use RTL AdAlliance Self-Service Platform

1. Application of terms of use RTL AdAlliance Self-Service Platform

- 1.1 These terms of use RTL AdAlliance Self-Service Platform („Terms“) apply for the use of the online RTL AdAlliance self-service platform („Platform“) that RTL AdAlliance GmbH („RTL AdAlliance“) provides to the user.
- 1.2 Conflicting provisions and provisions overlapping with these Terms – in particular those in general terms and conditions– do not apply even if the Platform is used without explicit objection to these general terms and conditions by RTL AdAlliance.
- 1.3 Unless otherwise explicitly set out, electronic form (Section 126a German Civil Code, *BGB*) or text form (Section 126b *BGB*). shall be sufficient for any written form requirements.

2. Registration, Right of Use

- 2.1 RTL AdAlliance grants the access to the Platform in its entire discretion.
- 2.2 An interested user might ask for an invitation which – if sent - links to an online registration form page and allows the user to register for the Platform. Once the potential user has completed and submitted the form, RTL AdAlliance might accept the application in its entire discretion and create a main account for the accepted user.
- 2.3 The user has the option to create sub-accounts for his employees (“Sub-user(s)“) in the Platform. The user remains entirely responsible for any of its and any Sub-users acts and/or omissions in the Platform.
- 2.4 If access data (e.g. user name, password etc.) are required for the use of the Platform, RTL AdAlliance will notify such access data individually for the user. The access data for access to the Platform must be stored carefully and must not be made accessible to unauthorized third parties. If the user and/or a Sub-user becomes aware that an unauthorized third parties has obtained access data or if there is a reasonable suspicion, the user has to inform RTL AdAlliance immediately in text form. RTL AdAlliance grants the user a worldwide, temporary, free of charge, revocable, non-transferable, non-exclusive right to use the Platform in its most recent version. The user may sublicense the aforementioned usage right to any Sub-user. The Platform may only be used in relation with the products and services of RTL AdAlliance. RTL AdAlliance may revoke the right to use the Platform at any time upon 5 days’ notice for any and no reason. If the user breaches these Terms, RTL AdAlliance may immediately revoke the right to use the Platform.
- 2.5 The user guarantees to use the Platform exclusively as specified by RTL AdAlliance and not to make any modifications or changes in and to the Platform. RTL AdAlliance does not guarantee a certain availability of the Platform or a deadline to remedy its unavailability or limited availability.

3. Confidentiality

- 3.1 The user will keep all materials, know-how and experiences that are disclosed to the user/Sub-user or that become known to the user/Sub-user during the use of the Platform (including the fact that the user has been granted access to and uses the Platform, together „Confidential Information“) confidential. Confidential Information means all information received by the user during the use of the Platform regardless of their format (in particular verbal information, documents in written or electronic form, samples of any kind, specifications, software, source code, drafts, techniques and proceedings – including any copies or derivatives made thereof, even if of electronic character).
- 3.2 The confidentiality obligations hereunder shall not apply to Confidential Information if and to the extent that
 - 3.2.1 Such Confidential Information was already lawfully in its possession prior to disclosure and without confidentiality obligation;
 - 3.2.2 Such Confidential Information was disclosed without its fault or otherwise became generally known through with no fault of the user;
 - 3.2.3 Such Confidential Information was lawfully disclosed to the user by one or more third parties after acceptance of these Terms without confidentiality obligation, i.e. without breach of this Agreement by the user;
 - 3.2.4 It is explicitly released for disclosure by RTL AdAlliance;
 - 3.2.5 It has been independently developed by the user at the time these Terms became effective or thereafter, regardless of disclosure by RTL AdAlliance; and/or
 - 3.2.6 It must be disclosed in accordance with statutory or administrative provisions, if RTL AdAlliance is immediately notified of this requirement and the scope of the disclosure is restricted as far as possible, or must be disclosed pursuant to a court or administrative decision, if RTL AdAlliance is immediately notified of this decision and if there is no possibility to challenge the decision.

The user invoking the foregoing exceptions shall bear the burden of proof.

4. IP

- 4.1 RTL AdAlliance holds all rights and titles in the Platform, their documentation and all other services provided to the user, including but not limited to Confidential Information, concepts, specifications, integration scenarios, examples of code including all related copies and including all patents, technical property rights, trademarks, copy rights and rights to business secrets of RTL AdAlliance.
- 4.2 No provision of these Terms shall expressly or impliedly be construed as conferring any right or license in respect of the Confidential Information and/or the Platform, unless otherwise explicitly set out hereunder.

5. IT-Security

The user undertakes to observe the latest technology standards with respect to data security and the protection of Confidential Information. The user will notify RTL AdAlliance on existing and potential security holes in text form.

6. Liability

- 6.1 The user is entirely responsible for the use of the Platform and is liable according to the statutory rules for any breach of these Terms by itself and/or a Sub-user.
- 6.2 RTL AdAlliance is not liable for the offered support for the Platform as well as for recommendations, advices, hints or any similar non-binding actions in and beyond of these Terms, especially for distribution or shifting of the advertising budget („**Indicative Information**“). RTL AdAlliance assumes no liability for the accuracy, correctness, quality or completeness of the Platform, the Confidential Information or the Indicative Information (both together „**RTL AdAlliance-Info**“) and that the user may use the Platform and the RTL AdAlliance-Info. RTL AdAlliance shall not be liable to the user for damages suffered through the usage of the Platform or the RTL AdAlliance- Info, whether or not these Terms permit such use, or by its reliance on the completeness and accuracy of the Platform or the RTL AdAlliance- Info.

7. Indemnification

The user shall hold RTL AdAlliance and any of its affiliated enterprises according to Sections 15 et seq. Stock Corporation Act (*AktG*) fully indemnified against claims of third parties (including statutory legal costs) made against RTL AdAlliance and any of its affiliated enterprises relating to the use of the Platform and the Confidential Information by the user.

8. Destruction of Confidential Information, post-contractual Obligation

- 8.1 As soon as the usage rights end, the user must destroy the Confidential Information and confirm the destruction immediately in text form, unless applicable laws require continuous storage. The obligation of destruction excludes Confidential Information which is automatically backed up by back-up systems and where there is no systematic access. Otherwise, there is no right of retention.
- 8.2 The user undertakes to comply with these Terms for a period of 2 years after the end of the usage rights.

9. Miscellaneous

- 9.1 RTL AdAlliance reserves the right to amend these Terms at any time. RTL AdAlliance shall notify intended changes of these Terms to the user. The changes will be deemed approved if the user does not raise objections in writing. RTL AdAlliance shall provide a special notice as to this consequence in the announcement of the changes. The written objection must be received by RTL AdAlliance within 4 weeks of the notification of the changes. If such objection is raised, the Terms will remain in force without the proposed changes.
- 9.2 Place of execution of all services by RTL AdAlliance is Hamburg, Germany.
- 9.3 Only German law applies under exclusion of its conflict of law provisions and the United Nations Convention on the International Sales of Goods from 11 April 1980.
- 9.4 Any disputes under these Terms may be brought exclusively (if legally permissible) in the courts located in Hamburg, Germany and the parties hereby consent to the personal jurisdiction and venue of these courts.
- 9.5 Should one or several provisions of these Terms be or become fully or partly invalid, the validity of the remaining provisions of these Terms will not be affected thereby.

Date: September 2024