

WeTransfer Terms

These WeTransfer advertising terms (“**WeTransfer Terms**”) supplement, but do not replace, any Insertion Order entered into by and between WeTransfer and Customer (as defined below), together with the IAB Standard Terms and Conditions for Internet Advertising for Media Buys One year or Less, Version 3.0 https://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf (referred to as “**IAB Terms**”).

1. **Definitions and scope**

- 1.1. All capitalised terms used but not defined herein have the same meaning as defined in the IAB Terms, except for the following definitions, which are amended and now read in these WeTransfer Terms, the IAB Terms, the IO and the Annexes as follows: “**Ad**” means any advertisement (included but not limited to branded content) created by Media Company, whether or not based on or following from the Advertising Materials. “**Advertising Materials**” means content for Ads, including artwork, copy, audio or video content, or active URLs. “**Media Company Properties**” means websites, (online) newsletters, podcasts, videos, web series, or Internet audio or video channels specified on an IO that are owned, operated, or controlled by Media Company. “**Network Properties**” means websites, (online) newsletters, podcasts, web series, or Internet audio or video channels or platforms specified on an IO that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads.

The following definitions are added and have the following meaning: “**Agreement**” means the agreement entered into between Media Company and Customer, consisting of the IO, the WeTransfer Terms, the Annexes (Studio and/or Branded Content) and the IAB Terms. “**Customer**” means the counterparty to Media Company under this Agreement, as described on and that has signed the IO. “**Effective Date**” is the signatory date of the IO. “**Intellectual Property Rights**” means patents, trademarks, service marks, trade and business names, copyrights, topography rights, domain names, database rights and design rights whether or not any of them are registered and including applications for any of them, trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may subsist anywhere in the world. “**Newsletter Deliverables**” means Deliverables sold on a cost per sent newsletter (via email) basis. “**Postponement**” means the explicit or implicit rescheduling of (a part of) the delivery of the Ad for any reason, to a date later than the IO start date, caused or instructed by Customer.

- 1.2. Contrary to the introduction of the IAB Terms, also in the event Customer is another party than an Agency (for instance but not limited to an Advertiser), all rights and obligations as set out in the IAB Terms that apply to an Agency, will apply mutatis mutandis to Customer.
- 1.3. Notwithstanding Section XIV.c. of the IAB Terms, the Agreement between Customer and Media Company consists of the IO, these WeTransfer Terms, the Annexes and the IAB Terms. In the event of a conflict between any of the contract elements forming parts of the Agreement, the order of priority is: i) IO, ii) WeTransfer Terms, iii) Annexes and iv) IAB Terms. Media Company does not accept the terms and conditions and/or the insertion



order of Customer or any third party, which therefore do not form part of the Agreement and are not binding on Media Company. Revisions to accepted IOs must be made in writing and accepted by the other party in writing.

- 1.4. Unless otherwise expressly agreed in writing, Media Company's proposals and offers are valid for 30 (thirty) days. The Agreement will enter into force on the Effective Date, provided that WeTransfer has received the IO signed by Customer in which Customer accepts the WeTransfer Terms, the Annex(es) and the IAB Terms. Inventory cannot be reserved and/or guaranteed before the Effective Date. The Agreement will terminate upon completion of the IO (the End Date as set out on the IO).

2. Changes to the IAB Terms

- 2.1. Contrary to Sections I.a. and II.a. of the IAB Terms: Media Company will not create delivery schedules.
- 2.2. Section I.b. part (i) of the IAB Terms is amended and now reads as follows: *written approval (which includes e-mail communication or signatures via electronic contract management systems) of the IO by Media Company and Agency.*
- 2.3. Further to Section II.d. of the IAB Terms, Media Company does not provide any warranty regarding competitor adjacencies for Ads that appear on Media Company Properties. Per Customer's written request, Media Company will however, use commercially reasonable efforts to comply with Customer's wishes on competitor adjacencies.
- 2.4. Further to Section III.b. of the IAB Terms, in the event Media Company has not received payment within the agreed payment term, Media Company is entitled to (i) cancel all current and future IO's of Customer and (ii) to immediately invoice all pending, signed IO's and costs incurred until the date of cancellation.
- 2.5. Section III.c. of the IAB Terms is amended and now reads as follows: *Customer is solely responsible for the collection of the fees it has invoiced to its own customers. Customer is not entitled to delay any payment obligation towards Media Company based on not having received the fees it has invoiced to its own customers. To its exclusive discretion, Media Company may require payment in advance.*
- 2.6. Section IV.c. of the IAB Terms is deleted in its entirety and does not form part of the Agreement.
- 2.7. Further to Section V. of the IAB Terms, in the event of cancellation Media Company will take the cancelled (part of) the IO offline within 48 hours of receipt of Customer's cancellation notice. Media Company will send Customer a confirmation email of the cancellation. The invoices will be based on the date of Media Company's confirmation email.
- 2.8. Further to Section V. of the IAB Terms, in the event of a Postponement Media Company is entitled to invoice Customer 10% (ten percent) of the costs mentioned in the IO as compensation. This compensation cannot be deducted by Customer from any invoice from Media Company and it does not affect or release Customers' liability to pay all other Media Company's invoices in full. In the event the Postponement occurs more than once and/or the rescheduled date is in a new calendar year, Media Company is entitled to cancel the (part of the) IO and to invoice the (part of the) IO in full.
- 2.9. The last sentence of section VI.a. of the IAB Terms is amended and reads as follows: *If the underdelivery is greater than 10% in relation to the number of Deliverables in the applicable IO, Agency and Media Company may arrange for a makegood consistent with*



these Terms. If under-delivery is less than 10% in relation to the number of Deliverables in the applicable IO, no makegood is available. As Media Company only invoices actual Deliverables, the underdelivery will be reflected in the invoice automatically.

- 2.10. Contrary to Section VI.b. second sentence of the IAB Terms, Media Company only invoices actual Deliverables based on its own records, so Agency cannot execute a credit equal to the value of the under-delivered portion of the IO for which it was charged.
- 2.11. The last sentence of Section VIII.a. of the IAB Terms is deleted and does not form part of the Agreement.
- 2.12. The term in Sections VIII.a. and VIII.c. of the IAB Terms is changed to 14 (fourteen) days.
- 2.13. Section IX.e. of the IAB Terms is amended and reads as follows: *Media Company is entitled to make the necessary technical adjustments to Advertising Material submitted by Customer (such as scaling or cropping). When Customer requests Media Company to create content for Ads (such as artwork, copy, audio, video, translations) or to make substantive changes to Advertising Material submitted by Customer (such as changing such as artwork, copy, audio, video or translating content), hereinafter the "Service", Media Company will provide the Service "AS-IS", without any warranty of any kind. Media Company explicitly disclaims all liabilities with regard to the Service and it makes no warranty that the Service is on an error-free basis. Customer's acceptance and use of the Service is at Customer's own risk. Customer acknowledges and agrees that Media Company is not responsible and/or liable for any damages that result from the use of the Service.*
- 2.14. Section IX.f. of the IAB Terms is amended and now reads as follows: *Media Company does not allow Third Party Ad Server tags, irrespective of the type of Ad.*
- 2.15. Section X.a. of the IAB Terms is amended and reads as follows: *Media Company will indemnify Customer, its Affiliates and Representatives from damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, judgment, or proceeding (collectively, "Claims"), alleging that the services of Media Company infringe the intellectual property rights of any Third Party, unless the Claim(s) arise out of Customers breach of clause 4.1 of these WeTransfer Terms.*
- 2.16. The first sentence of Section XII.b. of the IAB Terms is amended and now reads as follows: *Notwithstanding anything contained herein to the contrary, the term "Confidential Information" will not include information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) is related to an Ad that is being, or was delivered on Media Company's Site and which becomes generally available through that delivery, such as the Ad type, the territory and identity of the Advertiser; (iv) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (v) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (vi) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality.*
- 2.17. Section XII d.ii. of the IAB Terms is amended and now reads as follows: *Media Company may derive Aggregated data from Collected Data and may use and disclose such data for Media Company's general business purposes (such as marketing and public relations).*
- 2.18. Section XIII. of the IAB Terms is deleted in its entirety and replaced by the following: *In the event that an invoice is established on the basis of records and there are discrepancies between the records of both parties (for instance in Deliverables or*



locations of Deliverables), parties may share their records and will discuss an amicable solution in good faith. In the event parties don't succeed in reaching an agreement, the records of Media Company shall prevail and form the basis of the invoice.

- 2.19. Further to Section XIV.a. of the IAB Terms, Advertiser represents and warrants that the Advertising Materials comply with all applicable laws, rules and regulations, including but not limited to local and sector specific advertising codes and industry guidelines regarding advertising and promotional campaigns (collectively, “**Advertising Laws**”). Advertiser understands and agrees that it is solely responsible for informing and providing Media Company with the required information and instructions to ensure that the Ad complies with the Advertising Laws.
- 2.20. Contrary to Section XIV.d. of the IAB Terms, the Agreement and any non-contractual obligations arising out of or in connection with it shall be exclusively construed, governed and interpreted by the laws of The Netherlands. For dispute resolution Parties will first file a request for mediation with the NAI secretariat in accordance with the NAI Mediation Rules. If such request fails to result in a comprehensive resolution, the dispute or any part thereof shall be resolved exclusively in accordance with the NAI Arbitration Rules. In such event the arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be Amsterdam and the arbitral procedure shall be conducted in the English language. Consolidation of the arbitral proceedings with other arbitral proceedings pending in the Netherlands, as provided in art. 1046 of the Netherlands Code of Civil Procedure, is excluded.
- 2.21. Further to Section XIV.f. of the IAB Terms, also sections 1, 2 and 3 of these WeTransfer Terms will survive termination or expiration of the Agreement.

3. Invoices and Payment (additional clauses)

- 3.1. All invoices from Media Company must be paid without any discount, reduction, setoff, counterclaim or compensation, and free and clear of any deduction for or on account of any tax and they will be paid in Euro (€), US Dollar (\$) or UK Pound (£) (as set out in the IO) to the bank account specified by Media Company. Each invoice will specify the fees without VAT and the applicable VAT. For the avoidance of doubt: if Customer is subject to VAT, this will be shown on the invoice and Customer will have to pay the invoice including VAT.
- 3.2. Customer is not entitled to withhold payment or set-off on any ground whatsoever.
- 3.3. Any dispute regarding an invoice must be submitted to Media Company in writing within 8 (eight) days of the date of the invoice. Any invoice that has not been disputed within this period of time will be deemed accepted.
- 3.4. All payments to Media Company will be first allocated to collection costs, then to interest and finally to the oldest unpaid invoice(s) with regard to any Agreement. Any overdue amounts may accrue an interest equal to 1% (one percent) per calendar month or any part thereof, without any notice of default being required, until payment thereof in full. Furthermore Media Company is entitled to charge full collection costs, at a minimum of € 250,- per case.
- 3.5. In the event Customer fails to comply with the provisions of Section III. of the IAB Terms and/or clauses 2.4, 2.5 and 3 of these WeTransfer Terms, Media Company is entitled to suspend its services or terminate the Agreement.



4. Ad restrictions

- 4.1. Further to Section IX.c. of the IAB Terms Advertising Materials and Ads may not contain, advertise, link or otherwise relate to content that, at the sole discretion of Media Company i) is obscene, defamatory, libelous, slanderous, profane, indecent or unlawful and/or is violent, sexual or abusive in nature so as to be reasonably likely to cause offence to any material group of people; ii) infringes or misappropriates third party Intellectual Property Rights and/or privacy rights or any other kind of rights; iii) constitutes “hate speech”, whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group; iv) is factually inaccurate, misleading, deceptive; v) damages the reputation of Media Company or any of its brands or is likely to bring Media Company or any of its affiliates into disrepute; vi) causes Media Company and its users to be exposed to any malware (such as without limitation computer viruses, worms, Trojan horses or any similar or other damaging components), vii) infringes Media Company’s Notice and Take Down Policy (<https://wetransfer.com/legal/takedown>) or Media Company’s creative and commercial guidelines.
- 4.2. Notwithstanding Section IX.c. of the IAB Terms Media Company reserves the right to refuse or remove, with immediate effect and without prior notice, an Ad, including, but not limited to, situations where that the Ad, at the discretion of Media Company, would be in violation of: i) any applicable law or regulation, ii) any prior agreements, policies, Codes of Conduct or creative or commercial guidelines of Media Company, or this Agreement.

5. Added Value and TakeOver

- 5.1. Media Company is entitled to give Customer extra inventory for free (“Added Value”). Media Company does not warrant if, where and when Added Value will be delivered.
- 5.2. Media Company is entitled to provide Customer exclusive placements for specified period of time (“TakeOver”). For the avoidance of doubt, a TakeOver provides Customer exclusivity in time, not in Deliverables. Media Company may provide an estimation of the Deliverables, but it will not give any warranties for the amount of it. Under no circumstance can a TakeOver result in Makegoods. This also applies to any derogation of estimated Deliverables as referred to in this clause 5.2.

6. Intellectual Property Rights

- 6.1. The Intellectual Property Rights of whatsoever nature in the Advertising Materials shall be and remain vested in Customer or its licensors. Customer hereby grants to Media Company a non-transferrable, non-exclusive, perpetual, royalty-free and sub-licensable license to (i) use the Advertising Materials for the creation of the Ad and to publish them as part of the Ad, in accordance with the IO and to (ii) use the Ad (including any Advertising Materials used therein) for Media Company’s and its contractors’ general business purposes (such as marketing and public relations).
- 6.2. The Intellectual Property Rights of whatsoever nature in the Ad shall be and remain vested in Media Company or its licensors. Except as set forth in these Advertising Terms, Customer is not allowed to copy, use, remove, modify, mirror, distribute, decompile or reverse engineer any of it in any way.
- 6.3. This Agreement does not involve the transfer of any Intellectual Property Rights.



6.4. This clause 6 survives termination of this Agreement.

7. Sanctions

- 7.1. Agency and Advertiser represent and warrant that they (or any of their holding companies and/or subsidiaries) are currently not subject to any sanctions administered or enforced by the U.S. government, the European Union, or any other relevant sanctions authority (collectively, "Sanctions") including by being listed on, or 50% or more owned or otherwise controlled by persons listed on, any Sanctions related list of designated parties and persons ("Sanctions List") such as the Specially Designated Nationals and Blocked Persons List or Foreign Sanctions Evaders List maintained by the Office of Foreign Assets Control of the U.S. Treasury Department and the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions.
- 7.2. Agency and Advertiser represent and warrant that they (or any of their holding companies and/or subsidiaries) are not located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and Crimea (each, a "Sanctioned Country").
- 7.3. Agency and Advertiser shall immediately inform Media Company, if at any time during the performance of the Agreement, they become aware of the fact that they, or their subsidiaries become subject to Sanctions or become listed on any Sanctions List.
- 7.4. Agency and Advertiser acknowledge that Media Company is restricted in providing Deliverables in Sanctioned Countries. Agency and Advertiser themselves are responsible to stay informed of the Sanctions, Sanctions Lists and Sanctioned Countries which are relevant for the applicable IO.
- 7.5. Media Company is entitled to cancel and/or terminate any contractual relationship with Agency and Advertiser at any time, without penalty and without prior notice, if it has become clear that Media Company is restricted from doing business with Agency or Advertiser pursuant to U.S. or EU sanctions laws.
- 7.6. A 'Force Majeure event' as referred to in Section VIII.a. of the IAB Terms also entails:
- (i) the imposition of Sanctions to which Agency, Advertiser or any of their subsidiaries are subject, including becoming designated on any Sanctions List;
 - (ii) an embargo placed on the country or territory in which Agency, Advertiser, or any of their subsidiaries is located, organized, or resident by the U.S. Government, the European Union, or other governmental authority.

Article VIII of the IAB Terms shall apply mutatis mutandis to the events as outlined in this section 7.6.

8. Conducting business responsibly

- 8.1. Media Company maintains a written Code of Conduct, which includes an Advertiser Code of Conduct, a Gifts and Anti-Bribery Policy and an Environmental Purchasing Policy. Media Company requests Agency and Advertiser to comply with the separate Advertiser Code of Conduct, which Media Company shall provide in a timely manner.
- 8.2. Agency and Advertiser represent and warrant that they comply with applicable labor and employment laws and prohibit any form of forced or child labor or other exploitation of children (a person younger than sixteen (16) years of age) in the manufacturing and delivery of their products and services.



- 8.3. Agency and Advertiser agree to use commercially reasonable efforts to adhere to sustainable practices with the purpose of reducing greenhouse gas emissions and achieving carbon neutral solutions.
- 8.4. Agency and Advertiser recognize the importance of diversity in the workplace and will use commercially reasonable efforts to achieve a work environment that reflects the interests of a diverse workforce.