



DRAFT Document of June 2013

Terms and conditions for processing data on **PUBLISHER** websites

Who is covered

Anyone who, in the capacity of supplier (hereinafter "the Supplier") of services relating to digital content or digital advertising on websites controlled by companies in the **Publisher** (i.e. by companies wholly or partly owned by **Publisher** or any of its subsidiaries, or by **Publisher** or **Publisher AB**, hereinafter "**Publisher Sites**") – either directly through agreements with **Publisher** companies or through agreements with other parties who insert advertising – processes data in connection with such advertising, undertakes to comply with **Publishers** terms and conditions for such advertising.

Updated terms and conditions

Publisher reserves the right to update these terms and conditions as necessary, and it is incumbent upon the Supplier to remain abreast of current terms and conditions. The most recent version of the terms and conditions is available at all times at [URL]. In the event of major changes, **Publisher** undertakes to inform Third-party Suppliers specifically of these.

Prohibition on the collection of data

Third parties are not permitted, without prior written approval from **Publisher**, to collect or obtain data relating to users of **Publisher** for the purpose of targeting these users with advertising, now or in future, nor to categorise/segment these users for any other commercial purpose by using cookies or other tracking methods. An exemption from this prohibition on the collection of data is granted to Third-party Suppliers solely in respect of their obligation to advertisers on the collection of anonymous data, which is permitted for the purpose of reporting and following up advertisers' number of impressions, reach and conversion.

Prohibition on transfer of data

It is not permitted, without written approval from **Publisher**, to share data relating to users of **Publisher Sites** through, but not limited to, transfers to external ad exchanges, data collection platforms or other systems for adding value or capitalising on this data in any way.

Prohibition on processing of personal data

Data which contains personal information as defined in the (local data protection acts) relating to users of **Publisher Sites** must not be processed without the express consent of the registered person. The terms "processed" and "consent" refer in this context to the definitions contained in the (local data protection acts and directives). This includes but is not limited to a prohibition on associating cookies or other tracking methods with personal data.

Sanctions in the event of infringement

Any infringement of these terms or conditions involves a material breach of contract in respect of the agreement between the Supplier and companies in the **Publisher**. In the event of such a material breach of contract, or reasonable suspicion that such a material breach of contract has taken place, **Publisher** has the right to terminate the agreement with immediate effect and to demand damages for the direct loss incurred through the breach of contract. If the breach of contract took place

intentionally or through gross negligence, **Publisher** also has the right to damages for consequential losses.

Unilateral undertaking

The undersigned Supplier accepts **Publisher's** terms and conditions for processing data on **Publisher** websites, and undertakes to comply with them.

Place and date: _____

Company: _____

Signature of authorised signatory: _____

Name in block letters: _____

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