

The Irish Times Group Digital Booking Terms & Conditions

These terms and conditions shall apply to all digital media buys of one year or less. Digital media space includes advertising, sponsorship, promotional space, audio, video on demand (VOD), website or any other on-line platform supplied by The Irish Times Group.

This document, along with the email booking confirmation, represents the parties' common understanding for doing business. This document may not fully cover other arrangements involving content association or integration, and/or special production, but may be used as the basis for the media components of such contracts.

Where the Advertiser is identified as the client in the applicable IO or Email Order, the rights of and obligations on the "Client" as set out in these terms and conditions shall apply to the Advertiser.

Where the Agency is identified as the client in the applicable IO or Email Order, the rights of and obligations on the "Client" as set out in these terms and conditions shall apply to the Agency.

Where the Agency is identified as the client in the applicable IO or Email Order, the rights of and obligations on the "Advertiser" as set out in these terms and conditions shall apply to the Advertiser in its capacity as principal of the Agency.

These terms and conditions may be updated from time to time at The Irish Times Group's option. Any updates will be made available and, where appropriate, notified to the Client.

"Ad" means any advertisement provided by Client to Media Company.

"Advertiser" means the advertiser under an applicable IO or Email Order or, where Agency is the Client, the advertiser for which Agency is the agent.

"Advertising Materials" means artwork, copy, or active URLs for Ads.

"Affiliate" means, as to an entity, any other entity directly or indirectly controlling, controlled by, or under common control with, such entity.

"Agency" means the advertising agency for the Advertiser, where applicable.

"Client" means the Agency or Advertiser listed on the applicable IO or Email Order.

"CPM Deliverables" means Deliverables sold on a cost per thousand impression basis.

"Deliverable" or **"Deliverables"** means the inventory delivered by Media Company (e.g., impressions, clicks, or other desired actions).

"IO" means a mutually agreed insertion order that incorporates these Terms, under which Media Company will deliver Ads on Sites at the request of the Client.

"Media Company" means the publisher identified on the applicable IO or Email Order. A list of all publishers within The Irish Times Group is provided at Appendix 2 to these Terms.

"Media Company Properties" are websites specified on an IO or Email Order that are owned, operated, or controlled by Media Company.

"Network Properties" means websites specified on an IO or Email Order that are not owned, operated, or controlled by Media Company, but on which Media Company has a contractual right to serve Ads.

"Policies" means advertising criteria or specifications made conspicuously available, including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Media Company's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Ads are to appear), other editorial or advertising policies, and Advertising Materials due dates.

"Representative" means, as to an entity and/or its Affiliate(s), any director, officer, employee, consultant, contractor, agent, and/or attorney.

"Site" or **"Sites"** means Media Company Properties and Network Properties.

“**Terms**” means these Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0.

“**Third Party**” means an entity or person that is not a party to an IO or Email Order; for purposes of clarity, Media Company, Client, and any Affiliates or Representatives of the foregoing are not Third Parties. “**Third Party Ad Server**” means a Third Party that will serve and/or track Ads.

I. INSERTION ORDERS AND INVENTORY AVAILABILITY

- a. **IO Details.** From time to time, Media Company and Client may execute IOs that will be accepted as set forth in Section I (b). As applicable, each IO will specify: (i) the type(s) and amount(s) of Deliverables, (ii) the price(s) for such Deliverables, (iii) the maximum amount of money to be spent pursuant to the IO, (iv) the start and end dates of the campaign, and (v) the identity of and contact information for any Third Party Ad Server. Other items that may be included are, but are not limited to, reporting requirements, any special Ad delivery scheduling and/or Ad placement requirements, and specifications concerning ownership of data collected.
- b. **Availability; Acceptance.** Media Company will make commercially reasonable efforts to notify Client within two (2) business days of receipt of an IO signed by Client if the specified inventory is not available. Acceptance of the IO and these Terms will be deemed the earlier of (i) written (which, unless otherwise specified, for purposes of these Terms, will include paper, fax, or e-mail communication) approval of the IO by Media Company and Client, or (ii) the display of the first Ad impression by Media Company, unless otherwise agreed on the IO. Notwithstanding the foregoing, modifications to the originally submitted IO will not be binding unless approved in writing by both Media Company and Client.
- c. **Revisions.** Revisions to accepted IOs will be made in writing and acknowledged by the other party in writing.

II. AD PLACEMENT AND POSITIONING

- a. **Compliance with IO.** Media Company will comply with the IO, including all Ad placement restrictions, and, except as set forth in Section VI, will create a reasonably balanced delivery schedule. Media Company will provide, within the scope of the IO, an Ad to the Site specified on the IO when such Site is visited by an Internet user. Any exceptions will be approved by Client in writing.
- b. **Changes to Site.** Media Company will use commercially reasonable efforts to provide Client at least 10 business days prior notification of any material changes to the Site that would materially change the target audience or materially affect the size or placement of the Ad specified on the applicable IO. Should such a modification occur with or without notice, as Client’s sole remedy for such change, Client may cancel the remainder of the affected placement without penalty within the 10-day notice period. If Media Company has failed to provide such notification, Client may cancel the remainder of the affected placement within 30 days of such modification and, in such case, will not be charged for any affected Ads delivered after such modification.
- c. **Technical Specifications.** Media Company will submit or otherwise make electronically accessible to Client final technical specifications within two (2) business days of the acceptance of an IO. Changes by Media Company to the specifications of already-purchased Ads after that two (2) business day period will allow Client to suspend delivery of the affected Ad for a reasonable time (without impacting the end date, unless otherwise agreed by the parties) in order to (i) send revised Advertising Materials; (ii) request that Media Company resize the Ad at Media Company’s cost, and with final creative approval of Client, within a reasonable time period to fulfil the guaranteed levels of the IO; (iii) accept a comparable replacement; or (iv) if the parties are unable to negotiate an alternate or comparable replacement in good faith within five (5) business days, immediately cancel the remainder of the affected placement without penalty.
- d. **Editorial Adjacencies.** Media Company acknowledges that certain Advertisers may not want their Ads placed adjacent to content that promotes pornography, violence, or the use of firearms, contains obscene language, or falls within another category stated on the IO (“**Editorial Adjacency Guidelines**”). Media Company will use commercially reasonable efforts to comply with the Editorial Adjacency Guidelines with respect to Ads that appear on Media Company Properties, although Media Company will at all times retain editorial control over the Media Company Properties. For Ads shown on Network Properties, Media Company and

Client agree that Media Company's sole responsibilities with respect to compliance with these Editorial Adjacency Guidelines will be to obtain contractual representations from its participating network publishers that such publishers will comply with Editorial Adjacency Guidelines on all Network Properties and to provide the remedy specified below to Client with respect to violations of Editorial Adjacency Guidelines on Network Properties. Should Ads appear in violation of the Editorial Adjacency Guidelines, Client's sole and exclusive remedy is to request in writing that Media Company remove the Ads and provide makegoods or, if no makegood can be agreed upon, issue a credit to Client equal to the value of such Ads, or not bill Client for such Ads. In cases where a makegood and a credit can be shown to be commercially infeasible for the Advertiser, the Client and Media Company will negotiate an alternate solution. After Client notifies Media Company that specific Ads are in violation of the Editorial Adjacency Guidelines, Media Company will make commercially reasonable efforts to correct such violation within 24 hours. If such correction materially and adversely impacts such IO, Client and Media Company will negotiate in good faith mutually agreed changes to such IO to address such impacts. Notwithstanding the foregoing, Client acknowledges and agrees that no Advertiser will be entitled to any remedy for any violation of the Editorial Adjacency Guidelines resulting from: (i) Ads placed at locations other than the Sites, or (ii) Ads displayed on properties that Client is aware, or should be aware, may contain content in potential violation of the Editorial Adjacency Guidelines.

For any page on the Site that primarily consists of user-generated content, the preceding paragraph will not apply. Instead, Media Company will make commercially reasonable efforts to ensure that Ads are not placed adjacent to content that violates the Site's terms of use. Client's sole remedy for Media Company's breach of such obligation will be to submit written complaints to Media Company, which will review such complaints and remove user-generated content that Media Company, in its sole discretion, determines is objectionable or in violation of such Site's terms of use.

III. PAYMENT AND PAYMENT LIABILITY

a. Invoices. The initial invoice will be sent by Media Company upon completion of the first month's delivery, or within 30 days of completion of the IO, whichever is earlier on the day that the campaign goes live or as otherwise stated in a payment schedule set forth in the booking confirmation. Invoices will be sent to Client's billing address as set forth on the IO and will include information reasonably specified by Client, such as the IO number, Advertiser name, brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices (other than corrections of previously provided invoices) pursuant to the IO will be sent within 90 days of delivery of all Deliverables.

Where Agency is the Client, Media Company acknowledges that failure by Media Company to send an invoice within such period may cause Agency to be contractually unable to collect payment from the Advertiser. If Media Company sends the invoice after the 90-day period and the Agency either has not received the applicable funds from the Advertiser or does not have the Advertiser's consent to dispense such funds, Agency will use commercially reasonable efforts to assist Media Company in collecting payment from the Advertiser or obtaining Advertiser's consent to dispense funds.

Upon request from the Client, Media Company should provide proof of performance for the invoiced period, which may include access to online or electronic reporting, as addressed in these Terms, subject to the notice and cure provisions of Section IV. Media Company should invoice Client for the services provided on a calendar-month basis with the net cost (*i.e.*, where Agency is the Client, the cost after subtracting Agency commission, if any) based on actual delivery, flat-fee, or based on prorated distribution of delivery over the term of the IO, as specified on the applicable IO.

- b. Payment Date. Client will make payment 30 days from its receipt of invoice, or as otherwise stated in a payment schedule set forth on the IO on the booking confirmation. Media Company may notify Client that it has not received payment in such 30 day period and, where Agency is the Client, whether it intends to seek payment directly from Advertiser and Media Company may do so five (5) business days after providing such notice.
- c. Agency relationship. Where Agency is the Client, upon request, Agency will make available to Media Company written confirmation of the relationship between Agency and Advertiser. This confirmation should include, for example, Advertiser's acknowledgement that Agency is its agent and is authorized to

act on its behalf in connection with the IO and these Terms. In addition, upon the request of Media Company, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the IO.

If Advertiser's or Agency's credit is or becomes impaired, Media Company may require payment in advance.

IV. REPORTING

a. **Media Company Reporting.** If Media Company is serving the campaign, Media Company will make reporting available at the end of the campaign either electronically or in writing, unless otherwise specified on the IO or booking confirmation. Reports will be broken out by day and summarized by creative execution, content area (Ad placement), impressions, clicks, spend/cost, and other variables as may be defined on the IO or booking confirmation.

Once Media Company has provided the online or electronic report, it agrees that Client is entitled to reasonably rely on it.

V. CANCELLATION AND TERMINATION

a. **Without Cause.** Unless designated on the IO as non-cancellable, Client may cancel the entire IO, or any portion thereof, as follows: i. With 14 days' prior written notice to Media Company, without penalty, for any guaranteed Deliverable, including, but not limited to, CPM Deliverables. For clarity and by way of example, if Client cancels the guaranteed portions of the IO eight (8) days prior to serving of the first impression, Client will only be responsible for the first six (6) days of those Deliverables.

ii. With seven (7) days' prior written notice to Media Company, without penalty, for any non-guaranteed Deliverable, including, but not limited to, CPC Deliverables, CPL Deliverables, or CPA Deliverables, as well as some non-guaranteed CPM Deliverables.

iii. With 30 days' prior written notice to Media Company, without penalty, for any flat fee based or fixed placement Deliverable, including, but not limited to, roadblocks, time based or share-of-voice buys, and some types of cancellable sponsorships.

iv. Client will remain liable to Media Company for amounts due for any custom content or development ("**Custom Material**") provided to Client or completed by Media Company or its third-party vendor prior to the effective date of termination. For IOs that contemplate the provision or creation of Custom Material, Media Company will specify the amounts due for such Custom Material as a separate line item. Client will pay for such Custom Material within 30 days from receiving an invoice therefore.

b. **For Cause.** Either Media Company or Client may terminate an IO or booking at any time if the other party is in material breach of its obligations hereunder, which breach is not cured within 10 days after receipt of written notice thereof from the non-breaching party, except as otherwise stated in these Terms with regard to specific breaches. Additionally, if Client breaches its obligations by violating the same Policy three times (and such Policy was provided to Client) and receives timely notice of each such breach, even if Client cures such breaches, then Media Company may terminate the booking IO or placements associated with such breach upon written notice. If Client does not cure a violation of a Policy within the applicable 10-day cure period after written notice, where such Policy had been provided by Media Company to Client, then Media Company may terminate the IO and/or placements associated with such breach upon written notice.

c. **Short Rates.** Short rates will apply to cancelled buys to the degree stated on the booking.

VI. MAKEGOODS

a. **Makegood Procedure.** If actual Deliverables for any campaign fall below guaranteed levels, as set forth on the IO, and/or if there is an omission of any Ad (placement or creative unit), Client and Media Company will

use commercially reasonable efforts to agree upon the conditions of a makegood flight, either on the IO or at the time of the shortfall. If no makegood can be agreed upon, Client may execute a credit equal to the value of the under-delivered portion of the IO for which it was charged. If Client has made a cash prepayment to Media Company, specifically for the campaign IO for which under-delivery applies, then, if Client is reasonably current on all amounts owed to Media Company under any other agreement for such Advertiser, Client may elect to receive a refund for the under-delivery equal to the difference between the applicable pre-payment and the value of the delivered portion of the campaign. In no event will Media Company provide a makegood or extend any Ad beyond the period set forth on the IO without the prior written consent of Client.

VII. BONUS IMPRESSIONS

- a. **With Third Party Ad Server.** Where Client uses a Third Party Ad Server, Media Company will not bonus more than 5% above the Deliverables specified on the IO without the prior written consent of Client. Permanent or exclusive placements will run for the specified period of time regardless of over-delivery, unless the IO establishes an impression cap for Third Party Ad Server activity. Client will not be charged by Media Company for any additional Deliverables above any level guaranteed or capped on the IO. If a Third Party Ad Server is being used and Client notifies Media Company that the guaranteed or capped levels stated on the IO have been reached, Media Company will use commercially reasonable efforts to suspend delivery and, within 48 hours of receiving such notice, Media Company may either (i) serve any additional Ads itself or (ii) be held responsible for all applicable incremental Ad serving charges incurred by Client but only (A) after such notice has been provided, and (B) to the extent such charges are associated with overdelivery by more than 5% above such guaranteed or capped levels.
- b. **No Third Party Ad Server.** Where Client does not use a Third Party Ad Server, Media Company may bonus as many ad units as Media Company chooses unless otherwise indicated on the IO. Client will not be charged by Media Company for any additional Deliverables above any level guaranteed on the IO.

VIII. FORCE MAJEURE

- a. **Generally.** Excluding payment obligations, neither Client nor Media Company will be liable for delay or default in the performance of its respective obligations under these Terms if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labour disputes (“**Force Majeure event**”). If Media Company suffers such a delay or default, Media Company will make reasonable efforts within five (5) business days to recommend a substitute transmission for the Ad or time period for the transmission. If no such substitute time period or makegood is reasonably acceptable to Client, Media Company will allow Client a pro rata reduction in the space, time, and/or program charges hereunder in the amount of money assigned to the space, time, and/or program charges at time of purchase. In addition, Client will have the benefit of the same discounts that would have been earned had there been no default or delay.
- b. **Cancellation.** If a Force Majeure event has continued for five (5) business days, Media Company and/or Client has the right to cancel the remainder of the IO without penalty.

IX. AD MATERIALS

- a. **Submission.** Client will submit Advertising Materials pursuant to Section II(c) in accordance with Media Company’s then-existing Policies. Media Company’s sole remedies for a breach of this provision are set forth in Section V(c), above, Sections IX (c) and (d), below, and Sections X (b) and (c), below.
- b. **Late Creative.** If Advertising Materials are not received by the IO start date, Media Company will begin to charge the Client on the IO start date on a pro rata basis based on the full IO, excluding portions consisting of performance-based, non-guaranteed inventory, for each full day the Advertising Materials are not received. If Advertising Materials are late based on the Policies, Media Company is not required to guarantee full delivery of the IO. Media Company and Client will negotiate a resolution if Media Company

has received all required Advertising Materials in accordance with Section IX (a) but fails to commence a campaign on the IO start date.

- c. Compliance. Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials, software code associated with the Advertising Materials (e.g. pixels, tags, JavaScript), or the website to which the Ad is linked do not comply with its Policies, or that in Media Company's sole reasonable judgment, do not comply with any applicable law, regulation, or other judicial or administrative order. In addition, Media Company reserves the right within its discretion to reject or remove from its Site any Ads for which the Advertising Materials or the website to which the Ad is linked are, or may tend to bring, disparagement, ridicule, or scorn upon Media Company or any of its Affiliates (as defined below), provided that if Media Company has reviewed and approved such Ads prior to their use on the Site, Media Company will not immediately remove such Ads before making commercially reasonable efforts to acquire mutually acceptable alternative Advertising Materials from Client.
- d. Damaged Creative. If Advertising Materials provided by Client are damaged, not to Media Company's specifications, or otherwise unacceptable, Media Company will use commercially reasonable efforts to notify Client within two (2) business days of its receipt of such Advertising Materials.
- e. No Modification. Media Company will not edit or modify the submitted Ads in any way, including, but not limited to, resizing the Ad, without Client's approval. Media Company will use all Ads in strict compliance with these Terms and any written instructions provided on the IO.
- f. Ad Tags. When applicable, Third Party Ad Server tags will be implemented so that they are functional in all aspects.
- g. Trademark Usage. Media Company, on the one hand, and Client (and Advertiser, where Agency is the Client), on the other, will not use the other's trade name, trademarks, logos, or Ads in any public announcement (including, but not limited to, in any press release) regarding the existence or content of these Terms or an IO without the other's prior written approval.

X. INDEMNIFICATION

a. By Media Company. Media Company will defend, indemnify, and hold harmless Client, and each of 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**") brought by a Third Party and resulting from (i) Media Company's alleged breach of Section XII or of Media Company's representations and warranties in Section XV(a), (ii) Media Company's display or delivery of any Ad in breach of Section II(a) or Section IX(e), or (iii) Advertising Materials provided by Media Company for an Ad (and not by Client (and/or Advertiser, where Agency is the Client)), and/or each of its Affiliates and/or Representatives ("**Media Company Advertising Materials**") that: (A) violate any applicable law, regulation, judicial or administrative action, or the right of a Third Party; or (B) are defamatory or obscene. Notwithstanding the foregoing, Media Company will not be liable for any Losses resulting from Claims to the extent that such Claims result from (1) Media Company's customization of Ads or Advertising Materials based upon detailed specifications, materials, or information provided by the Client (and/or Advertiser, where Agency is the Client), and/or each of its Affiliates and/or Representatives, or (2) a user viewing an Ad outside of the targeting set forth on the IO, which viewing is not directly attributable to Media Company's serving such Ad in breach of such targeting.

b. By Client. Client will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from any Claims brought by a Third Party resulting from (i) Client's alleged breach of Section XII or of Client's representations and warranties in Section XV(a), (ii) Client's violation of Policies (to the extent the terms of such Policies have been provided (e.g., by making such Policies available by providing a URL) via email or other affirmative means, to Client at least 14 days prior to the violation giving rise to the Claim), or (iii) the content or subject matter of any Ad or Advertising Materials to the extent used by Media Company in accordance with these Terms or an IO.

c. By Agency, where it is the Client. Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to these Terms and each IO, and that all of Agency's actions related to these Terms and each IO will be within the scope of such agency. Agency will defend, indemnify, and hold harmless Media Company and each of its Affiliates and Representatives from Losses resulting from (i) Agency's alleged breach of the foregoing sentence, or (ii) Claims brought by a Third Party alleging that Agency has breached its express, Agency-specific obligations under Section XII.

d. Procedure. The indemnified party(s) will promptly notify the indemnifying party of all Claims of which it becomes aware (provided that a failure or delay in providing such notice will not relieve the indemnifying party's obligations except to the extent such party is prejudiced by such failure or delay), and will: (i) provide reasonable cooperation to the indemnifying party at the indemnifying party's expense in connection with the defence or settlement of all Claims; and (ii) be entitled to participate at its own expense in the defence of all Claims. The indemnified party(s) agrees that the indemnifying party will have sole and exclusive control over the defence and settlement of all Claims; provided, however, the indemnifying party will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on an indemnified party(s) without its prior written consent.

XI. LIMITATION OF LIABILITY

a. Excluding the parties' respective obligations under Section X, damages that result from a breach of Section XII, or intentional misconduct by the parties, in no event will any party be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages whatsoever, including, but not limited to, damages for loss of profits, business interruption, loss of information, and the like, incurred by another party arising out of an IO, even if such party has been advised of the possibility of such damages.

b. Subject to Section XI (a), as regards Media Company on the one hand, and Client (and Advertiser, where the Agency is the Client) on the other, the total liability of one party to the other shall not exceed €250,000.00.

XII: NON-DISCLOSURE, DATA USAGE AND OWNERSHIP, PRIVACY AND LAWS

a. Definitions and Obligations. "**Confidential Information**" will include (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("**Discloser**") when given to the receiving party ("**Recipient**"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's contribution to IO Details (as defined below) shall be considered such Discloser's Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, Affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in this section. Recipient will not use Discloser's Confidential Information other than as provided for on the IO.

b. Exceptions. 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) 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; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either party under these Terms; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.

c. Additional Definitions. As used herein the following terms shall have the following definitions:

- i. "**User Volunteered Data**" is personally identifiable information collected from individual users by Media Company during delivery of an Ad pursuant to the IO, but only where it is expressly disclosed to such individual users that such collection is solely on behalf of Advertiser.

- ii. “**IO Details**” are details set forth on the IO but only when expressly associated with the applicable Discloser, including, but not limited to, Ad pricing information, Ad description, Ad placement information, and Ad targeting information.
 - iii. “**Performance Data**” is data regarding a campaign gathered during delivery of an Ad pursuant to the IO (*e.g.*, number of impressions, interactions, and header information), but excluding Site Data or IO Details.
 - iv. “**Site Data**” is any data that is (A) pre-existing Media Company data used by Media Company pursuant to the IO; (B) gathered pursuant to the IO during delivery of an Ad that identifies or allows identification of Media Company, Media Company’s Site, brand, content, context, or users as such; or (C) entered by users on any Media Company Site other than User Volunteered Data.
 - v. “**Collected Data**” consists of IO Details, Performance Data, and Site Data.
 - vi. “**Repurposing**” means retargeting a user or appending data to a non-public profile regarding a user for purposes other than performance of the IO.
 - vii. “**Aggregated**” means a form in which data gathered under an IO is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of an Advertiser.
- d. Use of Collected Data.
- i. Unless otherwise authorized by Media Company, Client will not: (A) use Collected Data for Repurposing; provided, however, that Performance Data may be used for Repurposing so long as it is not joined with any IO Details or Site Data; (B) disclose IO Details of Media Company or Site Data to any Affiliate or Third Party except as set forth in Section XII (d)(iii).
 - ii. Unless otherwise authorized by Client, Media Company will not: (A) use or disclose IO Details of Advertiser, Performance Data, or a user’s recorded view or click of an Ad, each of the foregoing on a non-Aggregated basis, for Repurposing or any purpose other than performing under the IO, compensating data providers in a way that precludes identification of the Advertiser, or internal reporting or internal analysis; or (B) use or disclose any - in any manner other than in performing under the IO.
 - iii. Client and Media Company (each a “**Transferring Party**”) will require any Third Party or Affiliate used by the Transferring Party in performance of the IO on behalf of such Transferring Party to be bound by confidentiality and non-use obligations at least as restrictive as those on the Transferring Party, unless otherwise set forth in the IO.
- e. User Volunteered Data. All User Volunteered Data is the property of Advertiser, is subject to the Advertiser’s posted privacy policy, and is considered Confidential Information of Advertiser. Any other use of such information will be set forth on the IO and signed by both parties.
- Client and Media Company shall handle the User Volunteered Data in accordance with Appendix 1 (Data Processing Addendum) of these Terms.
- f. Privacy Policies. Client and Media Company will post on their respective Web sites their privacy policies and adhere to their privacy policies, which will abide by applicable laws. Failure by Media Company, on the one hand, or Client, on the other, to continue to post a privacy policy, or non-adherence to such privacy policy, is grounds for immediate cancellation of the IO by the other party.
 - g. Compliance with Law. Client and Media Company will at all times comply with all national, applicable international (includes EU) and local laws, ordinances, regulations, and codes which are applicable to their performance of their respective obligations under the IO.

h. Agency Use of Data. Where Agency is the Client, Agency will not: (i) use Collected Data unless Advertiser is permitted to use such Collected Data, nor (ii) use Collected Data in ways that Advertiser is not allowed to use such Collected Data. Notwithstanding the foregoing or anything to the contrary herein, the restrictions on Advertiser in Section XII (d) (i) shall not prohibit Agency from (A) using Collected Data on an Aggregated basis for internal media planning purposes only (but not for Repurposing), or (B) disclosing qualitative evaluations of Aggregated Collected Data to its clients and potential clients, and Media Companies on behalf of such clients or potential clients, for the purpose of media planning.

XIII. THIRD PARTY AD SERVING AND TRACKING (Applicable if Third Party Ad Server is used)

a. Ad Serving and Tracking. Media Company will track delivery through its ad server and, provided that Media Company has approved in writing a Third Party Ad Server to run on its properties, Client will track delivery through such Third Party Ad Server. Client may not substitute the specified Third Party Ad Server without Media Company's prior written consent.

b. Controlling Measurement. If both Media Company and Client are tracking delivery, the measurement used for invoicing advertising fees under an IO ("**Controlling Measurement**") will be determined as follows:

i. Except as specified in Section XIII (b) (iii), the Controlling Measurement will be taken from an ad server that is certified as compliant with the IAB/AAAA Ad Measurement Guidelines (the "**IAB/AAAA Guidelines**").

ii. If both ad servers are compliant with the IAB/AAAA Guidelines, the Controlling Measurement will be the Third Party Ad Server if such Third Party Ad Server provides an automated, daily reporting interface which allows for automated delivery of relevant and non-proprietary statistics to Media Company in an electronic form that is approved by Media Company; provided, however, that Media Company must receive access to such interface in the timeframe set forth in Section XIII(c), below.

iii. If neither Media Company's nor Client's ad server is compliant with the IAB/AAAA Guidelines or the requirements in subparagraph (ii), above, cannot be met, the Controlling Measurement will be based on Media Company's ad server, unless otherwise agreed by Client and Media Company in writing.

c. Ad Server Reporting Access. As available, the party (either the Media Company or the Client) responsible for the Controlling Measurement will provide the other party with online or automated access to relevant and non-proprietary statistics from the ad server within one (1) day after campaign launch. The other party will notify the party with Controlling Measurement if such party has not received such access. If such online or automated reporting is not available, the party responsible for the Controlling Measurement will provide placement-level activity reports to the other party in a timely manner, as mutually agreed to by the parties or as specified in Section IV(a), above, in the case of Ads being served by Media Company. If both parties have tracked the campaign from the beginning and the party responsible for the Controlling Measurement fails to provide such access or reports as described herein, then the other party may use or provide its ad server statistics as the basis of calculating campaign delivery for invoicing. Notification may be given that access, such as login credentials or automated reporting functionality integration, applies to all current and future IOs for one or more Advertisers, in which case new access for each IO is not necessary.

d. Discrepant Measurement. If the difference between the Controlling Measurement and the other measurement exceeds 10% over the invoice period and the Controlling Measurement is lower, the Media Company and Client will facilitate a reconciliation effort between Media Company and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, Client reserves the right to either:

i. Consider the discrepancy an under-delivery of the Deliverables as described in Section VI(a), whereupon the parties will act in accordance with that Section, including the requirement that Client and Media Company make an effort to agree upon the conditions of a makegood flight and delivery of any makegood will be measured by the Third Party Ad Server, or

ii. Pay invoice based on Controlling Measurement-reported data, plus a 10% upward adjustment to delivery.

- e. Measurement Methodology. Media Company will make reasonable efforts to publish, and Client will make reasonable efforts to cause the Third Party Ad Server to publish, a disclosure in the form specified by the AAAA and IAB regarding their respective ad delivery measurement methodologies with regard to compliance with the IAB/AAAA Guidelines.
- f. Third Party Ad Server Malfunction. Where Client is using a Third Party Ad Server and that Third Party Ad Server cannot serve the Ad, Client will have a one-time right to temporarily suspend delivery under the IO for a period of up to 72 hours. Upon written notification by Client of a non-functioning Third Party Ad Server, Media Company will have 24 hours to suspend delivery. Following that period, Client will not be held liable for payment for any Ad that runs within the immediately following 72-hour period until Media Company is notified that the Third Party Ad Server is able to serve Ads. After the 72-hour period passes and Client has not provided written notification that Media Company can resume delivery under the IO, the Client will pay for the Ads that would have run, or are run, after the 72-hour period but for the suspension, and can elect Media Company to serve Ads until the Third Party Ad Server is able to serve Ads. If Client does not so elect for Media Company to serve the Ads until Third Party Ad Server is able to serve Ads, Media Company may use the inventory that would have been otherwise used for Media Company's own advertisements or advertisements provided by a Third Party.
- g. Third Party Ad Server Fixed. Upon notification that the Third Party Ad Server is functioning, Media Company will have 72 hours to resume delivery. Any delay in the resumption of delivery beyond this period, without reasonable explanation, will result in Media Company owing a makegood to Client.

XIV. BRAND SAFETY

We aspire to being a trusted source of information across our platforms.

Our aim is to reflect this experience with the clients we work with, ensuring that we have the measures and processes in place to promote your brand in a safe and engaging way to our readers.

a. **For direct, programmatic guaranteed and private marketplace bookings:**

Channel Targeting

If requested we can target away from certain channels which are more likely to have brand-sensitive content. For example our News Channel can be omitted from campaigns.

Contextual Targeting

We use Oracle Contextual Intelligence, a third party contextual tool that gives us more control and precision of the environments and content we target for advertising. The technology crawls and categorises content, improving our targeting capabilities so we target safe, appropriate, and brand-building inventory, as well as protecting advertisers that may have sensitivities towards certain types of content.

There are built-in categories - some of which are outlined below - that we can apply if requested. We can also create a bespoke category for a particular campaign. Whether it is a topic/category or certain keywords, we can exclude specific campaigns from appearing next to that topic or keyword, depending on the advertiser's requirements.

Oracle Contextual Intelligence Safety Categories

Adult

Arms

Drugs

Fake news

Hate speech

Obscenity

Terrorism

Article exclusions

In some cases where the content is of a sensitive nature, our editorial or operations team may remove specific advertising from this content if we believe it is in the best interest of the advertiser.

b.For open marketplace bookings:

The marketplace tools allow the buyers to exclude content or keywords that they do not want their ads to appear next to.

Social paid-for extension

With approval from the client, we have the ability to run paid-for promotion from our social platforms; Facebook, Twitter and LinkedIn. We adhere to all the brand safety guidelines laid out by the platforms in their respective ad-buying systems.

C.Takedown Policy In the event an advert is served on a page within our website(s) and a client deems the page to be brand unsafe or inappropriate, the client should contact their Account Manager. The campaign can be paused while the relevant team members investigate and act accordingly.

Helpful information:

Article URL and screengrab of where you saw the material

Name of advertiser or link to their website

Takedown Process

If a takedown request is received within business hours in Ireland (Monday – Friday 9am – 5.30pm) we will endeavour to have this actioned within one (1) working hour. If the request is received during weekends or holidays, we will take down the misplaced ad by 10am local time on the following business day.

XV. MISCELLANEOUS

- a. Necessary Rights. Media Company represents and warrants that Media Company has all necessary permits, licenses, and clearances to sell the Deliverables specified on the IO subject to these Terms. Client represents and warrants that it (and Advertiser, where Agency is the Client) has all necessary licenses and clearances to use the content contained in the Ads and Advertising Materials as specified on the IO and subject to these Terms, including any applicable Policies.
- b. Assignment. Client may not resell, assign, or transfer any of its rights or obligations hereunder, and any attempt to resell, assign, or transfer such rights or obligations without Media Company's prior written approval will be null and void. All terms and conditions in these Terms and each IO will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.
- c. Entire Agreement. Each IO (including the Terms) will constitute the entire agreement of the parties with respect to the subject matter thereof and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of the IO. The IO may be executed in counterparts, each of which will be an original, and all of which together will constitute one and the same document.

- d. Conflicts; Governing Law; Amendment. In the event of any inconsistency between the terms of an IO and these Terms, the terms of the IO will prevail. All IOs will be governed by the laws of Ireland. Media Company and Client agree that any claims, legal proceedings, or litigation arising in connection with the IO (including these Terms) will be brought solely in Ireland and the parties consent to the jurisdiction of such courts. No modification of these Terms will be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions will remain in full force and effect. All rights and remedies hereunder are cumulative.
- e. Notice. Any notice required to be delivered hereunder will be deemed delivered three days after deposit, postage paid, in Irish mail, return receipt requested, one business day if sent by overnight courier service, and immediately if sent electronically or by fax. All notices to Media Company and Agency will be sent to the contact as noted on the IO with a copy to the Legal Department. All notices to Advertiser will be sent to the address specified on the IO.
- f. Survival. Sections III, VI, X, XI, XII, and XV will survive termination or expiration of these Terms, and Section IV will survive for 30 days after the termination or expiration of these Terms. In addition, each party will promptly return or destroy the other party's Confidential Information upon written request and remove Advertising Materials and Ad tags upon termination of these Terms.
- g. Headings. Section or paragraph headings used in these Terms are for reference purposes only, and should not be used in the interpretation hereof.

Appendix 1 - Data Processing Addendum

1. Background

- (A) The Media Company is appointed by the Client to perform advertising services.
- (B) The performance of the services will require the Media Company to process certain personal data.
- (C) Where Advertiser is the Client, the Media Company accepts that it will process personal data as a processor on behalf of the Advertiser as the controller, and will comply with the terms of this Data Processing Addendum when doing so.
- (D) Where Agency is the Client, the Media Company accepts that it will process personal data as a sub processor on behalf of the Agency as the main processor, ultimately on behalf of the Advertiser as controller, and will comply with the terms of this Data Processing Addendum when doing so.

2. Definitions

- 2.1 In addition to the definitions in The Irish Times Digital Booking Terms & Conditions, the following definitions shall apply to this DPA unless the context otherwise requires:

“**Data Protection Legislation**” means the Data Protection Acts 1988 to 2018 and any regulations or enactments thereunder; Directive 95/46/EC; Directive 2002/58/EC; Regulation (EU) 2016/679 (the “**GDPR**”); EC (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations (Statutory Instrument 336 of 2011) and any other EU regulations, directives, decisions or guidelines on data protection or data privacy and guidance issued by the Office of the Data Protection Commission; all as amended, modified, consolidated or re-enacted from time to time;

“**Controller**” shall have the same meaning as defined in the GDPR;

“**Data Subject**” shall have the same meaning as defined in the GDPR;

“**EU Law**” means any law in force in the European Union or any law in force in a member state of the European Union including the Data Protection Legislation;

“**Parties**” means the Client and the Media Company;

“**Personal Data**” shall have the same meaning as defined in the GDPR;

“**Process, Processing and Processed**” shall have the same meaning as defined in the GDPR;

“**Processor**” shall have the same meaning as defined in the GDPR;

“**Protected Data**” means Personal Data contained in User Volunteered Data:

- (i) supplied to the Media Company by or on behalf of the Client; and/or
 - (ii) obtained by, or created by, the Media Company in the course of delivery of the Services,
- and which in each case is Processed by the Media Company in the performance of the Services;

“**Services**” means the services provided pursuant to the Terms and Conditions;

“**Standard Contractual Clauses**” means Commission Implementing Decision on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679;

“**Sub Processor**” means a party which Processes Personal Data on behalf of a Processor;

“**Terms and Conditions**” means The Irish Times Booking Terms & Conditions.

2.2 In the event that the terms of this DPA conflict with the terms of the Terms and Conditions, this DPA shall prevail to the extent of such conflict.

3. Data Protection

3.1 The Media Company shall Process Protected Data in the course of delivery of the Services.

3.2 Where Advertiser is the Client, the Parties agree that in respect of any Protected Data Processed by the Media Company, the Advertiser is the Controller and the Media Company is the Processor.

3.3 Where Agency is the Client, the Parties agree that in respect of any Protected Data Processed by the Media Company, the Agency is the Processor (on behalf of the Advertiser as the Controller) and the Media Company is the Sub Processor.

3.4 The Schedule to this DPA sets out the following information in relation to the Protected Data to be Processed by the Media Company in accordance with the Services:

3.4.1 The subject matter and the Processing;

3.4.2 The nature and purpose of the Processing;

3.4.3 A description of the types of Protected Data Processed;

3.4.4 A description of the Data Subjects comprised within the Protected Data referred to in this clause.

3.5 The Media Company shall only Process the Protected Data in accordance with the documented instructions of the Client and in accordance with Data Protection Legislation, unless required to do so by European Union law or law of a European Union Member State to which the Media Company is subject; in such a case, the Media Company shall inform the Client of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

3.6 The conditions under which the Protected Data shall be Processed under this DPA shall include, in particular:

(i) the adoption of appropriate technical and organisational measures to meet the requirements of the Data Protection Legislation and to ensure the protection of the rights of the Data Subject, including protection against unauthorised or unlawful Processing of the Protected Data and against accidental disclosure, alteration, loss or destruction of, or damage to, the Protected Data, including where appropriate:

- the pseudonymisation and encryption of the Protected Data;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
- the ability to restore the availability and access to the Protected Data in a timely manner in the event of a physical or technical incident;
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing;

- the taking of account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise Processed;
 - adherence to any approved code of conduct or an approved certification mechanism as may be required by the Client from time to time;
 - the taking of steps to ensure that any natural person acting under the authority of the Media Company who has access to the Protected Data does not Process them except as required by this DPA, unless he or she is required to do so by binding law;
- (ii) taking reasonable steps to ensure: (i) the reliability of persons having access to the Protected Data Processed as part of providing the Services; (ii) that such persons are aware of and comply with this DPA; (iii) and have committed themselves to confidentiality in respect of the data Processed by them;
- (iii) informing the Client without undue delay in the event of any incident that gives rise to the risk of unauthorised access, use, disclosure, destruction, alteration or loss of any Protected Data Processed under this DPA or any other suspected or actual breach or compromise of the security, confidentiality or integrity of Protected Data (“**Security Incident**”) which comes to its attention, and to provide the Client with the Media Company’s proposals to remedy the Security Incident;
- (iv) refraining from disclosing the Protected Data to any third parties other than to sub-contractors to whom disclosure is reasonably necessary in order for the Media Company to carry out the Services, provided that such disclosure is made subject to written terms substantially the same as the terms contained in this DPA, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the Processing will meet the requirements of the Data Protection Legislation and of this DPA. The Media Company shall remain fully liable for all acts or omissions of any sub-contractor appointed by it pursuant to this DPA;
- (v) not transferring the Protected Data Processed under this DPA outside the European Economic Area unless (i) the Client has approved such transfer in writing; and (ii) ensuring that adequate safeguards are in place to protect such Protected Data as required under Data Protection Legislation. In the event that the Client is a recipient of the Protected Data outside the European Economic Area, the Parties agree to Process the Protected Data in compliance with the Standard Contractual Clauses or that other adequate safeguards are in place;
- (vi) promptly referring to the Client any requests, notices or other communication from Data Subjects, the Office of the Data Protection Commission or any other law enforcement agency relating to the Protected Data;
- (vii) assisting the Client by appropriate technical and organisational measures in ensuring compliance with its duties in respect of the security of the Protected Data and providing such information as is in the Media Company’s power, possession and/or procurement in accordance with its own data retention policy as the Client may reasonably require, to allow the Client to comply with its obligations pursuant to Data Protection Legislation. Such obligations include but are not limited to:
- a. Facilitating the exercise by Data Subjects of their rights, including the right to information, subject access, rectification, erasure, restriction of Processing, data portability and objection to automated individual decision making, including profiling;
 - b. Complying with notices served by the Office of the Data Protection Commission;

- c. Carrying out data protection impact assessments;
 - d. Engaging in prior consultation with the Office of the Data Protection Commission or any other relevant supervisory authority;
- (viii) Implementing any reasonable change to its Data Processing operations that is required for the Media Company to comply with its obligations in this DPA.
- 3.7 The Media Company recognises the Client has certain obligations in respect of the Protected Data the Media Company may possess on behalf of the Client or otherwise may have access to. The Media Company shall provide such information as is required by the Data Protection Legislation or as reasonably necessary to enable the Client to satisfy itself of the Media Company's compliance with the said Data Protection Legislation and with this DPA and allow the Client, its employees or authorised agents or advisers, and giving at least 14 days' notice to the Media Company, to inspect all facilities, equipment, documents and electronic data related to the Processing of such Protected Data by the Media Company.
- 3.8 Without prejudice to any other provision of the Terms in relation to termination, and termination of the Services for any reason the Media Company shall, under written instruction from the Client, delete or return all Protected Data to the Client.

Schedule - Data Processing

Subject matter and duration of the Processing of the Protected Data

The Processing of the Protected Data in the course of performance of the Services.

The Processing of the Protected Data shall cease upon the deletion or return of the Protected Data in accordance with clause 3.8 of the DPA.

Nature and purpose of the Processing of the Protected Data

Processing the Protected Data in the course of delivering advertising services to the Client.

Types of Protected Data to be Processed

Protected Data or User Volunteered Data which is personally identifiable will be defined on a campaign-by-campaign basis as such a need arises

Categories of Data Subject to whom the Protected Data relates

Any person whose Personal Data is processed by the Media Company arising from their interaction with Ads placed by the Media Company on its digital media space in the course of delivering the Services.

Appendix 2 - Publishers

The Irish Times

Irish Examiner

MyHome

Echo Live

Breaking News

Carlow Nationalist

Kildare Nationalist

Waterford News

Western People

Roscommon Herald

Recruit Ireland

Laois Nationalist