



General Business Terms and Conditions for Publishers

AWIN AG, formerly known as "ZANOX AG" and listed in the commercial register with its changed name "AWIN AG" since March 2017.

Effective from: 24 May, 2018

AWIN AG (hereinafter "zanox") operates and manages a network on the Internet allowing providers to advertise their goods and services, particularly by means of affiliate marketing ("zanox Network"). The participants in the zanox Network are Advertisers, Publishers and zanox itself. The Advertisers market and advertise their goods and services using advertising media such as banners, product data, text-links, e-mails and videos ("Ad Media"). The Publishers incorporate or embed the Ad Media into their homepage, website or e-mail ("Advertising Space"). For any advertising leading to a successful transaction, zanox shall pay to the Publisher remuneration in a previously specified amount ("Commissions").

1. Conclusion of the Agreement

1.1 To participate in the zanox Network, Publishers must register on one of the zanox websites (zanox.de, zanox.com, etc.). After the registration, the Publishers may apply for the Advertisers' partner programs for admission to display their Ad Media on the Publishers' Advertising Space.

1.2 Legal entities or private individuals over 18 years of age may register as Publishers. Additionally, each Publisher must have a bank account. zanox reserves the right to verify the Publishers' personal data. Registration with the zanox Network is not transferable.

1.3 By completing the registration form and accepting the present General Business Terms and Conditions for Publishers, the Publishers submit an offer to conclude an agreement for their participation in the zanox Network.

1.4 If zanox accepts the offer, it will confirm this by e-mail. zanox reserves the right to refuse an offer without citing any reasons for its refusal; in such case, the data transmitted with the registration form will be deleted without delay.

1.5 Access to the zanox Network will be gained by clicking the activation link in the confirmation email and entering the access data. The interface for registered members ("zanox Interface") will provide the Publishers with an overview of the Advertisers' partner programs that are open at that time for their participation. Using the zanox Interface, Publishers can review and alter their personal data and information and cancel their participation as a whole in the zanox Network.



2 Subject of the Agreement

2.1 zanox operates and manages the zanox Network. Participants in the zanox Network are Publishers, Advertisers and zanox itself. Publishers are individuals or legal entities providing space on their homepages or websites or in their e-mail, etc. to Advertisers for the purpose of marketing the goods and services offered by the Advertisers ("Advertising Space"); Publishers can also be operators of networks with their own Publishers ("Sub-Publishers") (e.g., as zanox Global Alliance Partners – "GAP"). Advertisers are individuals or legal entities who market or advertise their goods and services via zanox by means of "partner programs" using Ad Media such as banners, product data, text-links, e-mails, videos, or through search engine marketing.

2.2 Publishers participate in the partner programs and incorporate the Advertisers' Ad Media into their Advertising Space. Whenever third parties, such as end consumers, click on the Ad Media and this subsequently results in a business transaction with the Advertiser (as defined in detail in the partner program), the Publisher will receive remuneration for providing the Advertising Space which has successfully connected the end consumers to the Advertiser ("Commission"). In this context, business transactions establish the entitlement to receive a Commission. A business transaction is e.g. the purchase of goods or a request for services ("Sale"), but it may also be defined as clicking on or viewing Ad Media, or registering on a website, subscribing to a newsletter ("Lead"), sending an e-mail or such like. Business transactions that are subject to remuneration are defined in greater detail in the individual program specifications. It is also possible to remunerate combinations of Clicks, Views, Leads and/or Sales.

2.3 zanox monitors and records the business transactions concluded ("Tracking"); it provides the Publishers with tracking data and credits the Commissions to the Publisher Accounts. Only the Tracking by zanox is decisive for the identification of successful business transactions and for the calculation of the resulting remuneration.

2.4 The registration with and the participation in the zanox Network is free of any charge.

2.5 Using the zanox Interface, Publishers can control their advertising activities, in particular, they are able to select Ad Media and embed / incorporate them into their Advertising Space. The available applications are shown on the zanox Interface.

2.6 zanox ensures that the available applications are up-to-date, complete and correct. zanox is not obliged to review the Ad Media provided by the Advertisers within. Due to maintenance or other improvements certain functions may be temporarily unavailable. In case that any interruption or failure has a greater than a minor impact, zanox shall remedy them without delay to the extent this is in fact feasible and can reasonably be expected of it, in particular from an economic and legal perspective.



2.7 zanox endeavors to continuously develop and improve the zanox Network. In the course of such development, zanox may enhance, expand or slightly modify individual applications. This includes to discontinue functionalities or other features of the services, as far as the changes are of minor importance and do not result in a significant change of zanox' contractual duties as set forth in this agreement. zanox may alter services, in particular if such alteration is customary in the industry or if changes or legally demanded.

3 Participation in Partner Programs

3.1 Publishers shall apply for the available partner programs using the zanox Interface, providing the details of their Advertising Space. In the application process, the properties of their Advertising Space will be checked against the prerequisites of the partner program. Should the Advertising Space listed in the registration process or in the application for a specific partner program not correspond to the Advertising Space actually available, zanox is entitled to block the Publisher's account without delay. The subsequent procedure has been set out in Clause 5.2 hereof.

3.2 In submitting their application for a partner program, Publishers accept any additional conditions for participation which are displayed in the context of each program. These conditions will become an integral part of this contract.

3.3 The Advertisers may accept or reject the Publishers' applications at their own discretion. Publishers are not entitled to being admitted as participants; nor can they derive any claims from non-admission.

3.4 During the term of this contract, the Publisher must not circumvent zanox by concluding contracts or entering contractual negotiations with the Advertisers of the zanox Network that cover the subject matter of this contract or services alike.

4 Duties of the Publisher

4.1 By registering with zanox

4.1.1 The Publisher warrants, that the data provided at registration is correct and complete. Should the data provided at registration change at any time after registration, the Publisher must change his profile stored on the zanox Interface.

4.1.2 Parties subject to turnover tax are under obligation to submit to zanox, as part of the contact details, their tax payer identification number issued by their local tax authority or the VAT identification number.



4.1.3 The Publisher undertakes to keep the access data selected at registration (e-mail address and password) confidential, not to communicate such data to third parties and to keep such data away from third parties. No third party must be enabled to use the access data. Publishers who have reason to assume that third parties have become aware of their access data must inform zanox without delay in writing or by e-mail sent to networkwatch@zanox.com.

4.2 Displaying Advertisements on Advertising Spaces

4.2.1 Publishers must hold the required rights of the Advertising Space.

4.2.2 By applying to a partner program and incorporating the advertisement into their Advertising Space, Publishers warrant that their Advertising Space and the advertising activities as a whole:

(a) Do not infringe any rights of third-parties (in particular, without limitation, copyrights, trademark rights, personal rights or similar rights).

(b) Do not violate any other provisions of the law (in particular competition law), do not endanger the democratic constitution, do not glorify violence, are not racist, pornographic or liable to corrupt youth, or unfit to be made generally accessible.

4.2.3 The Publisher must respect the prohibition of unsolicited advertisement ("Spam") when sending e-mails containing Ad Media. Therefore, the consent of each and every recipient is to be obtained prior to sending e-mails; should zanox so request, Publishers must provide written evidence of such consent has been granted.

4.3 Advertising Activities in General

The Publisher must not use keywords containing legally protected terms such as, in particular, trademarks of the Advertiser or of the Advertiser's competitors ("brand bidding"), unless the respective Advertiser has expressed his permission.

4.4 Technical Intrusion into the zanox Network

The Publisher hereby undertakes to refrain from attacks of any kind on the zanox Network. Attacks are, without limitation, defined in particular as attempts made to overcome or circumvent the security mechanisms of the zanox Network or to otherwise incapacitate them, using computer programs enabling automatic data readouts, as well as using and/or circulating viruses, worms, Trojans, brute force attacks, spam or using other links, programs or procedures that are suited to damage the zanox Network or individual participants in the zanox Network.

4.5 Sub-Publishers

Publishers who are operating a network with Sub-Publishers themselves hereby guarantee to communicate these General Business Terms and Conditions for Publishers to their Sub-Publishers and to monitor and enforce their compliance. Publishers will be held liable for the conduct of their Sub-Publishers.



5 Misuse

Any form of misuse, i.e. procuring business transactions by unfair methods or inadmissible means that violate applicable law, these General Business Terms and Conditions for Publishers or the principle of the zanox Network, is prohibited.

5.1 In particular, Publishers are prohibited from attempting to obtain Commissions by procuring business transactions themselves or through a third person using the Ad Media, tracking links and/or other technical aids provided to them in the context of the zanox Network using one or several of the following methods:

5.1.1 Fraudulently pretending or faking business transactions, for example by entering third party data without authorization, or by providing false or non-existing data when ordering goods or registering online;

5.1.2 Using Ad Media that enables Tracking although it its not displayed at all, not visibly or not in the manner and/or size stipulated by the Advertiser; or

5.1.3 Brand-Bidding.

5.2 Any form of misuse will lead to the blocking of the Publishers' accounts immediately. In this case Publishers may raise an objection (e.g. via letter, fax, e-mail) within a month in order to provide a statement and evidence that the chosen form of advertising has been in accordance with these Terms and Conditions. If the Publisher cannot confute the breach of this Agreement, zanox will issue a notice of termination. In the event of termination, the agreement will be wound up and liquidated pursuant to the stipulations of Clause 7 of these General Business Terms and Conditions for Publishers. The Publisher shall not be entitled to any remuneration.

For each case of intentional or negligent violation of the present provisions, the Publisher hereby undertakes to pay zanox liquidated damages in each case in an amount to be determined at zanox' s equitably exercised discretion and, in the event of dispute, in an amount to be reviewed by court. Each instance of violation shall be subject to liquidated damages in the maximum amount of the current balance of the Publisher Account.

6 Remuneration

Publishers will receive performance-related remuneration ("Commissions").



6.1 The amount of the Commissions in each individual case, and the type of business transactions entitling to the payment of Commissions, shall depend on the respective Advertiser's partner program. The Advertiser may modify the conditions of the partner program or terminate the entire program with effect for the future. Publishers shall not demand a program being operated at all or at certain conditions. The conditions of the partner program can be viewed in the zanox Interface. Publishers have no claim to any further compensation of expenses or costs etc.

6.2 The entitlement to payment of the Commissions is constituted by the following premises:

6.2.1 A business transaction between a customer and an Advertiser has been effected via the Advertising Space;

6.2.2 The business transaction has been tracked by zanox;

6.2.3 The transaction has been approved by the Advertiser and has been confirmed by zanox and;

6.2.4 There has been no misuse within the meaning of Clause 5 of these General Business Terms and Conditions for Publishers.

6.3 zanox will set up dedicated Publisher Accounts for the payments of the Commissions. The Publisher Accounts will be settled by crediting, in other words, zanox will credit the respective Commissions to the Publisher Accounts without requiring an invoice. No interest will be paid on the credit balance in the Publisher Account. Once the minimum disbursement amount of EUR 25.00 has been credited to the account, a corresponding credit statement will be issued electronically at the beginning of the following month. Publishers will be informed by e-mail, and have to confirm the payout. Then the amount will be paid free of charge into the bank account specified by the Publisher. If the Bank account is neither a German account nor an account with a bank participating in the IBAN/BIC System, disbursements shall be made free of charge only if a minimum credit balance of EUR 200.00; is given. zanox will disburse lower amounts against reimbursement of the relevant bank charges, which will be deducted from the amount to be paid.

6.4 It is possible to disburse credits lower than EUR 25.00, or, respectively EUR 200.00 to accounts with banks not participating in the IBAN/BIC System for a blanket processing fee of EUR 5.00 or, in the latter case, against reimbursement of the bank charges actually incurred, if these are higher than EUR 5.00. The fee or bank charges will be deducted from the amount to be paid.

6.5 zanox will only pay out credits that have been confirmed by the Publisher in due time. If, the minimum disbursement amount has not been attained or if the credit statement is not released at the end of the month will remain in the Publisher's account and carried forward to the next month.



7 Term of Agreement and Termination

7.1 The agreement on participation in the zanox Network is concluded for an indefinite term. The parties may terminate the agreement at any time in text form (letter, fax, e-mail); additionally, the Publisher may terminate the agreement by using the "cancel membership" button in the zanox Interface.

7.2 Any business transaction that was procured via the Advertising Space at the time of termination will be processed pursuant to Clause 6 following the receipt of the termination notice. Upon the expiry of this agreement, any credit balance remaining will be paid to the Publisher against a processing fee of EUR 5.00. If, at the time of termination, the credit balance is EUR 5.00 or less, no funds will be disbursed.

7.3 Once participation in the zanox Network has been terminated, the data record stored at registration will be deleted completely upon expiry of the statutory obligation to keep records in safe custody.

7.4 If the contract has been terminated by zanox for misuse pursuant to Clause 5, the liquidated damages pursuant to Clause 5.2 will be deducted from the Publisher Account.

8 Termination of Participation by zanox on Grounds of Inactivity / Statute of Limitations

8.1 The registration of Publishers with zanox who fail to activate the registration via the activation link will be automatically canceled after 60 days.. It is possible to re-register.

8.2 If no commissions have been credited to the Publisher Account for a period of two years after registration, zanox reserves the right to close the account and to cancel the registration. It is possible to re- register.

8.3 The individual Commissions are time-barred after three (3) years from the end of the respective year in which each Commission was credited to the account.

9 Data Protection

9.1 zanox and the Publisher will comply with their respective obligations under any applicable data protection, privacy or similar laws that apply to data processed in connection with this Agreement in accordance with the Data Protection Addendum annexed to these General Business Terms. In case of any deviations, the terms of the Data Protection Addendum shall prevail over the General Business Terms.



10 Rights of Use

10.1 The information and the data obtained in the course of participation in the zanox Network may only be used in connection with the zanox Network. Forwarding such information or data to third parties and using them for any other purposes is prohibited.

10.2 Publishers must not modify the Ad Media and their source codes, neither visually nor technically nor with regard to their content, nor are they allowed to process the Ad Media and their source codes in any other way, unless the respective Advertiser has previously granted his written consent.

10.3 The zanox Network and its applications are protected under copyright law and other statutory provisions.

10.4 zanox hereby grants to the Publishers the revocable, non-exclusive, non-transferable right to use the zanox Network applications as well as the data contained therein, provided that this use complies with the stipulations of the law and takes place exclusively within the context of participating in the zanox Network. In case of a termination of this Agreement – regardless the reason - the right of use set forth above will be revoked.

10.5 Publishers will not be granted any further rights of use. In particular, Publishers are not entitled to transmit the applications or the data contained therein to third parties, nor are they entitled to allow third parties to access such applications or data, nor may they modify or otherwise process such applications or data, incorporate them into another work, or use them in order to create data bases and/or information services of their own.

11 Indemnification in the Event of Breach of Contract

Compliance with these provisions is essential for the operation of the zanox Network. In the event of a serious breach of contract, zanox reserves the right to take further legal steps in addition to terminating the agreement.

If Publishers or their Sub-Publishers violate these provisions and if third parties hold zanox liable for such violation, zanox is entitled to demand that such Publishers indemnify it against all costs and expenses it may incur as a result of the breach.

Such costs include, in particular, the compensation of damages of third parties and reimbursement of further expenses.



12 Liability and Limitation of Liability

12.1 zanox shall not be held liable for the content of websites of third-parties, nor shall it be liable for any damages or other failures resulting from any defects of the participants' software or hardware or their incompatibility with the zanox system; zanox shall also not be liable for damages resulting from the fact that the Internet was not available or malfunctioning.

12.2 Apart from that, zanox shall be held liable only under the following circumstances, regardless of the legal grounds:

12.3 If one of its legal representatives or executives or other vicarious agents has acted intentionally or grossly negligently;

12.3.1 In the event of any culpable breach of an essential contractual duty of delayed performance or the impossibility of performance, in each case based on the respective merits. The expression "essential contractual duty" describes a duty in the abstract, the fulfillment of which is an essential pre-requisite for the due implementation of the agreement, and that is a duty on whose fulfillment the respective other party can rely as a general rule.

12.3.2 In the event of liability pursuant to Clause 12.2.2, this shall be limited, for financial losses and damages to property, to the amount of the typically foreseeable loss.

12.4 The above limitations of liability do not apply to cases of mandatory statutory liability, in particular liability under product liability law, liability for a guarantee that has been assumed, and liability for intentional or negligent injury to life, limb or health.

13 Modification of the General Business Terms and Conditions for Publishers

13.1 zanox reserves the right to amend these provisions of the present General Business Terms and Conditions for Publishers that are minor in scope or nature, and to do so without citing any reasons, provided such modifications do not lead to the agreement as a whole being restructured. zanox will communicate, by e-mail, the modified conditions at least two weeks prior to the effective date. Publishers who do not object in text form (letter, e-mail, fax) to the modification within four weeks after the receipt of the e-mail will be deemed to have accepted the respective modification. zanox will specifically indicate the possibility of objecting to the modification and the consequences of the four-week deadline.

13.2 If the Publisher objects to the new (modified) General Business Terms and Conditions for Publishers, zanox's request to so modify them will be deemed to have been rejected. The agreement will then be continued without the proposed modification. The right of the parties to terminate their participation in the zanox Network remains unaffected hereby. The possibility of terminating the agreement will also be indicated specifically.



14 Final Provisions

14.1 The utilization of the zanox Network and its applications requires the use of special technical systems such as end user devices, software programs, transmission networks, telecommunications and other services provided by third parties, all of which may entail further costs. zanox does not provide such end user devices, software programs, communication channels, telecommunications services or other services and therefore will not assume any liability for such services provided by third parties.

14.2 The rights and duties under the present agreement may only be transferred with the prior written consent of zanox.

14.3 The present agreement does not establish a company, it does not authorize either of the parties to make any legally binding declarations on behalf of both parties together, or on behalf of the respective other party, nor does it authorize them to place the respective other party under any obligation or to represent it in any other way.

14.4 These General Business Terms and Conditions for Publishers and the contractual relationship with the Publisher shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.5 The place of jurisdiction is Berlin if the Publisher is a merchant within the meaning of the German Commercial Code (HGB), if the Publisher does not permanently reside in Germany, if the Publisher has relocated its permanent residence abroad after the present General Business Terms and Conditions have entered into force, or if the Publisher's domicile or usual place of residence are not known at the time at which a suit is filed with the courts.

14.6 Should any individual provision of these General Business Terms and Conditions be of no effect, as a whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision will be deemed replaced by that provision that is legally effective and comes closest, in the usual understanding, to the economic intent and purpose of the invalid provision. The same applies to any unintentional omission.



ZANOX PUBLISHER DATA PROTECTION ADDENDUM

- (A) Zanox (the “**Company**”) and the counterparty entering this Addendum (the “**Publisher**”) have entered into a publisher agreement (the “**Principal Agreement**”) under which the Publisher joined the Company’s affiliate marketing network and the Company agreed to provide affiliate marketing services.
- (B) This Data Protection Addendum (the “**Addendum**”) is entered into by the Company and the Publisher and supplements the Principal Agreement.
- (C) If you are accepting this Addendum on behalf of the Publisher you warrant that: (i) you have full legal authority to bind the Publisher to this Addendum; and (ii) you agree, on behalf of the Publisher, to this Addendum.

AGREED TERMS

1. INTERPRETATION

1.1 In this Addendum the following capitalised terms shall have the meanings set out below:

“**Data Regulation**” means any applicable data protection, privacy or similar laws that apply to data processed in connection with this Agreement, including for EU citizens any regulations implementing the Data Protection Directive 95/46/EC or GDPR (as applicable) or Privacy and Electronic Communications Directive 2002/58/EC and for US citizens, FTC Guidance, US state and federal legislation relating to data privacy and security;

“**GDPR**” means the EU General Data Protection Regulation 2016/679;

“**Subprocessor**” any person (excluding an employee of either party) appointed by or on behalf of either party to Process Personal Data on behalf of such party or otherwise in connection with the Principal Agreement.

1.2 The terms “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**”, “**Personal Data Breach**”, “**Process**” and “**Processing**” have the meanings given to them in GDPR.

2. GENERAL

2.1 The terms of the Principal Agreement shall remain in full force and effect unless specified otherwise.

2.2 In the event of inconsistencies between the provisions of this Addendum and the Principal Agreement, this Addendum shall take precedence, unless explicitly agreed otherwise in writing.

2.3 This Addendum shall only apply to the extent that the parties are Processing Personal Data.

3. DATA PROTECTION AND COOKIES

3.1 The Company and the Publisher will comply with their respective obligations under Data Regulation. Each party will provide the other party any co-operation reasonably requested to enable the other party’s compliance with this clause 3.



- 3.2 In accordance with Data Regulation, the Publisher will obtain the prior, freely given, specific informed, unambiguous and revocable consent of any visitors to any cookies served by the Company on the visitor as a result of a click.
- 3.3 The Publisher will not provide any Personal Data to the Company without the Company's prior written consent, unless as anticipated by the Company in its ordinary operation of the affiliate marketing network.
- 3.4 In respect of any Processing under this Addendum for which the Company and the Publisher are joint Controllers (whether together, or with any advertiser):
 - 3.4.1 Each party will provide the other party any co-operation reasonably requested to enable the other party's compliance with Data Regulation;

Transparency

- 3.4.2 The Publisher shall take appropriate measures to provide Data Subjects with information about how Personal Data is being processed by or on behalf of the Publisher, which shall at a minimum include all the information required by Articles 13, 14 and 26 of the GDPR, in a concise, transparent and easily accessible form, using clear and plain language ("**Publisher Fair Processing Notice**");
- 3.4.3 The Company shall take appropriate measures to provide Data Subjects with information about how Personal Data is being Processed by or on behalf of the Company, which shall at a minimum include all the information required by Articles 13, 14 and 26 of the GDPR, in a concise, transparent and easily accessible form, using clear and plain language ("**Company Fair Processing Notice**");
- 3.4.4 The Publisher shall include a hyperlink to the current Company Fair Processing Notice in the Publisher Fair Processing Notice.

Personnel

- 3.4.5 Each party shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Personal Data, ensuring in each case that access is:
 - (a) strictly limited to those individuals who need to know and/or access the relevant Personal Data; and
 - (b) as strictly necessary for the purposes of the Principal Agreement and to comply with Data Regulation in the context of that individual's duties.
- 3.4.6 Each party shall ensure that all individuals referred to in Clause 3.4.5 are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

Security and Confidentiality of Data

- 3.4.7 Each party shall in relation to the Personal Data, implement appropriate technical and organisational measures to ensure an appropriate level of security, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. In doing so, each party shall take into account:



- (a) the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing; and
- (b) the risk of varying likelihood and severity for the rights and freedoms of natural persons.

3.4.8 In assessing the appropriate level of security, each party shall in particular take account of the risks that are presented by Processing, including from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

Subprocessors

3.4.9 With respect to a proposed Subprocessor, each party shall:

- (a) before the Subprocessor first Processes Personal Data, carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by applicable Data Regulation; and
- (b) ensure that the arrangement with such a Subprocessor, is governed by a written contract including terms meet the requirements of Article 28(3) of the GDPR.

Data Subject Rights

3.4.10 Each party shall fulfil their obligations to respond to requests to exercise Data Subject rights under the Data Regulation. Each party will provide the other party any co-operation reasonably requested to enable the other party's compliance with this clause.

Personal Data Breach

3.4.11 Each party shall:

- (a) notify the other party without undue delay upon becoming aware of a Personal Data Breach affecting Personal Data ("**Network Data Breach**");
- (b) provide the other party with sufficient information to allow it to meet any obligations to report or inform Data Subjects of the Network Data Breach under or in connection with the Data Regulation;
- (c) meaningfully consult with the other party in respect of the external communications and public relations strategy related to the Network Data Breach;
- (d) subject to applicable laws, not notify any data protection regulator of the Network Data Breach without having obtained prior written approval of the other party; and
- (e) not issue a press release or communicate with any member of the press in respect of the Network Data Breach, without having obtained prior written approval by the other party.

3.4.12 The notification set out in Clause 3.4.11(a) above, shall as a minimum:



(a) describe the nature of the Network Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;

(b) describe the likely consequences of the Network Data Breach; and

(c) describe the measures taken or proposed to be taken to address the Network Data Breach.

3.4.13 The Publisher shall co-operate with the Company and take such reasonable commercial steps as are directed by the Company to assist in the investigation, mitigation and remediation of each Network Data Breach.

Data Transfers

3.4.14 Neither party shall transfer Personal Data to countries outside of the EU in breach of applicable Data Regulation.

3.5 The Publisher warrants and undertakes for the term of the Principal Agreement that:

3.5.1 any Processing under this Addendum, undertaken by the Company or any advertiser acting as a Data Processor on behalf of the Publisher acting as a Data Controller, including any Processing of Personal Data relating to the Publisher complies with Data Regulation;

3.5.2 it holds any rights or consents necessary for the transfer outside of the EU of Personal Data by the Company or any advertiser.

3.6 To the extent that the Company is a Data Controller and the Publisher is a Data Processor, (or, as applicable, the Company is a Data Processor and the Publisher is a Subprocessor) the Publisher will:

3.6.1 Process Personal Data only in accordance with the Company's documented instructions, including in respect of the deletion or return of Personal Data;

3.6.2 assist the Company in all respects necessary to enable or assist the Company to comply with Data Regulations;

3.6.3 make available to the Company all requested information in respect of Personal Data, including, on at least 30 days prior written notice and during normal business hours, permitting the Company or any relevant advertiser, or any of their auditors or advisors, to attend the Publisher's premises in order to inspect the Publisher's systems and records to the extent determined by the Company or any relevant advertiser to be necessary to demonstrate the Publisher's compliance with this clause 3; and

3.6.4 comply with clauses 3.4.4, 3.4.5, 3.4.6, 3.4.7, 3.4.8, 3.4.9, 3.4.11, 3.4.12, 3.4.13 and 3.4.14.

3.7 The Publisher shall not use any reports generated by use of the interface of the Company's affiliate marketing network to create visitor profiles, as defined under GDPR.



3.8 The Publisher will not do or omit to do any act which may cause the Company to be in breach of any of its obligations under the Data Regulation.

4. LIMITATION OF LIABILITY

Each party shall be liable for any breaches of Data Regulation for which they are responsible and accordingly there shall be no joint liability between the parties in respect of such breaches.

5. GOVERNING LAW AND JURISDICTION

The governing law and jurisdiction of this Addendum shall be the same as that of the Principal Agreement.