



TERMS AND CONDITIONS FOR ADVERTISERS

0. Definitions

- 0.1. **"Ad(s) or Advertisement(s)"** means text-based, graphical, interactive, rich media and video, or other online advertisements, including, without limitation, banners, buttons, towers, skyscrapers, pop-ups, pop-unders and video advertisements or similar.
- 0.2. **"Agreement"** means this Advertisement Agreement entered into by Dribbble Digital and Advertiser, of which these terms and conditions constitute a part.
- 0.3. **"Advertiser"** means the company that has decided to enter into this Agreement and that has decided to assign Dribbble Digital to provide the Services in accordance with the provisions of this Agreement.
- 0.4. **"Advertiser Account"** means the Advertiser's account at Dribbble Digital for deposit of money and managing of Campaigns.
- 0.5. **"Advertiser Services"** means Advertiser's advertised services and products.
- 0.6. **"Campaign"** means an Advertisement campaign as detailed in this Agreement.
- 0.7. **"Creative(s)"** means all ad content, related technology and tags provided by Advertiser that are subject to the Services under this Agreement.
- 0.8. **"Effective Date"** means the date of signature of this Agreement or in the absence of such signature, the date when the Advertiser set up an Advertiser Account with Dribbble Digital.
- 0.9. **"Dribbble Digital"** means the company providing the Services to Advertiser.
- 0.10. **"Dribbble Digital Network"** means Dribbble Digital digital advertising network, including advertisers and publishers.
- 0.11. **"Dribbble Digital Network Property"** means any website, application, content, property or any other media owned, operated, or provided by a company within the Dribbble Digital Network upon which Dribbble Digital places Ads.
- 0.12. **"Party"** means Advertiser or Dribbble Digital and 'Parties' means Advertiser and Dribbble Digital.
- 0.13. **"Personal Data"** means personal data as defined in the Data Protection Act 1998 (based on and implements the EC Directive (95/46/EC) on data protection), which may be accessed, processed or created as part of the Services.
- 0.14. **"Services"** refer to the work to provide Advertiser with advertising space on the Dribbble Digital Network as defined under section 1 below.
- 0.15. **"File Sharing Sites"** means peer-to-peer network with a technology used to distribute and share files, that might include copyright protected content.

1. The Service.

- 1.1. Dribbble Digital shall provide Advertiser with advertising space on the Dribbble Digital Network. Dribbble Digital will monitor, track and report its Services in a manner and on a schedule as determined by Dribbble Digital.
- 1.2. Dribbble Digital shall use reasonable endeavours to place Advertiser's Ads in accordance with the placement options made available and selected by Advertiser.
- 1.3. Dribbble Digital will implement, monitor, track and report an agreed Campaign. Dribbble Digital will furthermore report if and when errors have occurred in a Campaign in order to rectify such errors so that such Campaign can be carried out as agreed on. Dribbble Digital will also, at its sole discretion, provide support and advice on a Campaign during the term of this Agreement.
- 1.4. Dribbble Digital does not guarantee: (i) the placement, positioning or the timing of delivery of any Ad, or (ii) the number (if any) of any impressions, publications, conversions or clicks on any Ad on any Dribbble Digital Network Property.

2. Advertisers Campaign

- 2.1. Advertiser will use the Services for running a Campaign as set out in the campaign details.

3. Costs incurred, Creatives and positioning

- 3.1. Advertiser shall submit Creatives for all Ad types in accordance with such due date as may be set out in this Agreement or as otherwise is communicated by Dribbble Digital.
- 3.2. Unless otherwise agreed in writing by Dribbble Digital, the positioning of Ads on a Dribbble Digital Network Property is at Dribbble Digital sole discretion.
- 3.3. If Advertiser asks Dribbble Digital to carry out the posting or modification of a Campaign or any element of the Campaign (including without limitation through an authorisation for Dribbble Digital to optimise Campaigns generally), Dribbble Digital will carry out such posting and/or modification within 48 hours. Any such posting or modification carried out by Dribbble Digital shall be deemed approved by Advertiser from the earlier of: (i) confirmation from Advertiser, and (ii) the end of the 12th hour following the posting or modification carried out by Dribbble Digital. If Advertiser does not approve of the posting or modification, it must notify Dribbble Digital via e-mail within 12 hours of the posting or modification.
- 3.4. Advertiser is solely responsible for all: (i) Creatives generated by or for Advertiser; (ii) properties to which a Creative directs users (including without limitation content on the domain or landing page reached by clicking on the Creative URLs ; and/or (iv) Advertiser Services.

3.5. Advertiser is solely responsible for (i) the adoption of any marketing strategies and methods, and (ii) the creation, modification, maintenance, and management of budgets and accounts, whether or not such activities are performed: by or on behalf of Advertiser; or pursuant to any suggestions and/or recommendations made by Dribble Digital.

4. Fees, Payment and Advertiser Account

4.1. Advertiser shall be debited in arrears for the Services. All billing will be based upon the numbers measured through Dribble Digital analysis tool.

4.2. The Advertiser shall make a deposit of money to its Advertiser Account. The Advertiser Account may be managed either by the Advertiser directly or, as agreed, by Dribble Digital.

4.3. All Services shall be paid in advance by Advertiser through deposits of money to the Advertiser Account, unless otherwise agreed. Payment shall be made by Advertiser against invoice or through use of a credit card approved by Dribble Digital. Payment must reach Dribble Digital in full within fifteen (15) days of the issue date of the invoice or credit card charge. Penalty interest shall be payable according to law. Any requests for refunds from the Advertiser Account to the Advertiser will solely be made to the same credit card or bank account that the deposit was paid from.

4.4. The Advertiser acknowledges and agrees that Dribble Digital is entitled to retain the deposited money without a right for the Advertisers to claim reimbursement, in the event that (i) Dribble Digital has denied advertising material with reference to section 9.1 below, (ii) rejected a Campaign with reference to section 9.2 below and/or (iii) the balance of the deposited money have not been utilized for payment of the Services during a three (3) month period. Dribble Digital is furthermore entitled to terminate the Advertiser Account without any further notice in the event of (iii) above.

4.5. Advertiser acknowledges and agrees that any credit card and related billing and payment information that Advertiser provides to Dribble Digital may be shared by Dribble Digital with companies who work on Dribble Digital behalf such as payment processors and/or credit agencies solely for the purpose of checking credit and/or effecting payment to Dribble Digital and serving customers account.

4.6. Dribble Digital may also provide information in response to valid legal processes, such as subpoenas and court orders or to establish or exercise its legal rights or defend against legal claims.

4.7. Dribble Digital shall not be liable for any use or disclosure of such information by such third Party.

5. Dribble Digital limited warranty

5.1. Dribble Digital warrants that the Service will perform substantially and materially in accordance with this Agreement and under normal use and circumstances, and for the purpose intended.

5.2. Except for the express warranties set forth above and to the extent permitted by law Dribble Digital expressly disclaims all other warranties of any kind with respect to the Service, whether express or implied, including without limitation any warranties for merchantability, fitness for a particular purpose, that the Services will be uninterrupted, completely secure and/or free of software errors.

5.3. Dribble Digital furthermore expressly disclaims any responsibility in relation to (i) any claims made in relation to Ads, Campaigns or any Creatives or (ii) any claims made in relation to the publication of any such Ads, Campaigns or Creatives on any web sites such as, including but not limited to, streaming sites, File Sharing Sites, and sites with adult content.

6. Advertiser's Representations and Warranties

6.1. Advertiser represents and warrants that:

(i) it is authorized to bind Advertiser to the terms and conditions of this Agreement,
(ii) it has the full legal authority to use and to authorize others to use Creatives in its Campaigns,
(iii) that no claim has been raised against Advertiser based on that it does not have right to use the Creatives in a Campaign or that a Campaign violates any applicable law,
(iv) (i) all of the information provided by Advertiser to Dribble Digital is complete, correct and current; (ii) it has all necessary rights to permit and hereby grants Dribble Digital all such rights which are necessary for Dribble Digital to (as applicable) use, host, cache, route, store, copy, modify, distribute, reformat, reproduce, publish, display, transmit and distribute Advertiser's Ad(s); and (iii) Creative(s) in accordance with this Agreement and the websites and/or landing pages linked from Advertiser Ads (including without limitation related Advertiser Services) shall not: (a) violate or encourage violation of any law or applicable regulation or code of practice (including without limitations the Swedish Marketing legislation ("Marknadsföringslagen") and any equivalent advertising standards code of practice in any other jurisdiction); (b) infringe any intellectual property rights of any third Party or contain any material which may be harmful, abusive, obscene, threatening or defamatory.

6.2 Advertiser accepts and acknowledges the full responsibility in the event that the Creatives in a Campaign would be deemed illegal in any jurisdiction.

6.3 Advertiser is aware of that File Sharing Sites might include sites deemed illegal in some jurisdictions and hereby accepts and acknowledges all responsibility in the event of a legal claim in respect of Ads published on such sites.

6.4 Advertiser accepts Ad(s) to be published on sites such as, including but not limited to, streaming sites, file sharing sites, adult sites and File Sharing Sites.

6.5 Each Party waives its rights against the other in respect of warranties and representations (whether written or oral) not expressly set out or referred to in this Agreement. Nothing in this clause limits or excludes either Party's liability for fraud.

7. Indemnification

7.1. Advertiser agrees to indemnify and hold Dribble Digital, its affiliates, subsidiaries, successors and assigns harmless from any and all claims, actions, judgments or liabilities arising out of or in connection with Advertiser's Campaign, any breach of this Agreement by Advertiser and/or of any representation, warranty or agreement in this Agreement.

8. Limitation of Liability

8.1. Advertiser agrees that Dribble Digital never shall be liable for any delays in the delivery, non-delivery of any Campaign or for any indirect or consequential losses, including but not limited to loss of profits or anticipated savings, loss of revenue, loss of content or any other data. Under all circumstances shall Dribble Digital liability under this Agreement be limited to direct losses in an amount corresponding to the agreed fees paid by Advertiser for the Services during the period of six (6) months immediately prior to the breach of contract.

8.2. In order to preserve its right to claim compensation or damages, a Party shall present any claim for compensation or damages within three (3) months after having observed the grounds for the claim, but no later than six (6) months from the last date agreed for the Campaign.

9. Rejection of Campaign content

9.1. Dribble Digital has, in its sole discretion, the right, without any liability, to deny any advertising material that includes inappropriate content such as, including but not limited to, the following examples:

- (i) Child pornography,
- (ii) Illegal activity (i.e. how to build a bomb, hacking, "phreaking", etc),
- (iii) Hate-mongering (i.e. racial, political, ethnic, religious, genderbased, sexuality-based or personal, etc.),
- (iv) Violence, obscene or vulgar language and abusive content or content which endorses or threatens physical harm,
- (v) Illegal substance, and
- (vi) False or deceptive investment advice.

9.2. Advertiser further acknowledges and accepts that Dribble Digital may stop a Campaign in case Advertiser's site include inappropriate content as described under section 9.1 above.

9.3. In order to ensure compliance with this section 9, Advertiser must notify Dribble Digital in writing of any changes to the content on Advertiser's site which could be deemed inappropriate content.

10. No exclusivity

10.1. This Agreement shall not prevent Dribble Digital from entering into similar agreements with third parties, including other advertisers within the same area of business as Advertiser, or from independently developing, using, selling or licensing products and/or services which are similar to those provided by Advertiser.

11. Non-Solicitation

11.1. Advertiser hereby agrees not to contact websites in the Dribble Digital Network in order to purchase advertisement space

from them or engage in practice that would be deemed competitive to the efforts of Dribble Digital in its attempts to represent the website's advertising spaces.

12. Confidentiality

12.1. Each Party (a "Receiving Party") understands that the other

Party (a "Disclosing Party") may disclose information of a confidential nature including, without limitation, product information, data, pricing, financial information, software, specifications, research and development and proprietary algorithms or other materials that is disclosed in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used ("Confidential Information").

12.2. The Receiving Party agrees, for itself and its agents and employees, that it will not publish, disclose or otherwise divulge or use for its own purposes any Confidential Information of the Disclosing Party furnished to it by such Disclosing Party without the prior written approval of the Disclosing Party in each instance.

12.3. The Parties agree that if disclosure is made to their professional advisors, auditors or bankers this shall be done subject to each Party procuring each such recipient's agreement to keep such information confidential to the same extent as if such recipient were Party to this agreement.

12.4. The foregoing obligations under this section 12 shall not extend to any information to the extent that the Receiving Party can demonstrate that such information (i) was at the time of disclosure or, to the extent that such information thereafter becomes through no fault of the Receiving Party, a part of the public domain by publication or otherwise; (ii) was already properly and lawfully in the Receiving Party's possession at the time it was received by the Receiving Party free from any obligation of confidentiality, (iii) was or is lawfully received by the Receiving Party from a third Party who was under no obligation of confidentiality to the Disclosing Party with respect thereto, or (iv) is independently developed by the Receiving Party or its independent contractors who did not have access to the Disclosing Party's Confidential Information or (vi) express written consent has been given prior to disclosure.

12.5. In the event that the Receiving Party is required to disclose

Confidential Information in accordance with judicial or regulatory or governmental order or requirement, or any tax authority to which that Party is subject or submits, wherever situated, whether or not the requirement for information has the force of law the Receiving Party shall promptly notify the Disclosing Party in order to allow such Party to contest the order or requirement or seek confidential treatment for such information.

12.6. Upon termination or expiration of this Agreement, upon the

request of a Disclosing Party, the Receiving Party agrees to return to the other all of such other Party's Confidential Information, or to certify to the Disclosing Party in writing that all such material has been destroyed, however, destruction is only permitted after Disclosing Party's prior approval.

13. Personal Data

13.1. If the Services include any services in relation to the processing of Personal Data, Dribble Digital will comply with all relevant provisions of the Data Protection Act 1998, and:

- (i) Process Personal Data only in accordance with the instructions of the Advertiser;
- (ii) Take all appropriate measures to ensure that the Personal Data is kept secure and is not subject to any unauthorized processing, loss, destruction or damage;
- (iii) Notify the Advertiser of any unauthorised or unlawful disclosure or use of Personal Data of which Dribble Digital becomes aware;
- (iv) At the request and option of the Advertiser, promptly return or safely destroy all Personal Data in Dribble Digital possession or control.

14. Force Majeure

14.1. A Party shall be released from liability in damages and other sanctions where the performance of a specific obligation is prevented or rendered onerous due to circumstances beyond a Party's control and which could not reasonably have been foreseen. Such force majeure events include, inter alia, labour conflicts, lightning, fire, decisions of public authorities or other public regulations, errors in another operator's network, delays in services from subcontractors due to events as stated above, general scarcity of transport, goods, or energy, or other similar circumstances.

14.2. Where a Party's performance is prevented for a period in excess of one (1) month due to an event as stated above, either Party shall be entitled to terminate this Agreement in writing without any obligation to pay compensation.

15. Term and Termination

15.1. This Agreement shall commence on the Effective Date and will

continue in force until terminated as set out below in this section 15.

15.2. Dribble Digital may terminate this Agreement for convenience

without cause, on forty-eight (48) hours prior written notice to Advertiser. In the event Dribble Digital terminates this Agreement during a Campaign, Dribble Digital shall refund already paid fees not consumed as verified by the analysis tool less any transaction cost.

15.3. Dribble Digital shall be entitled, with immediate effect, to stop

Advertiser's Campaign or to prematurely terminate this Agreement in writing where: (a) Advertiser uses the Service in a manner that entails the perpetration of a crime; (b) Advertiser uses the Service in a manner that occasions losses or the risk of loss for Dribble Digital or any third Party; (c) it may be reasonably assumed that a continued Campaign violates governing law; (d) notwithstanding reminders, Advertiser fails to pay agreed fees to Dribble Digital within a stated time; (e) Advertiser otherwise fails to comply with this Agreement and such breach of contract is material; or (f) Advertiser is placed into insolvent liquidation or is otherwise insolvent.

15.4. Advertiser may terminate this Agreement with reference to section 17.2 or for convenience without cause, on forty-eight (48) hours prior written notice to Dribble Digital. Dribble Digital shall refund already paid fees not consumed after the notice period as verified by the analysis tool less any transaction cost.

15.5. This Agreement will be automatically terminated when the Advertiser Account has not been in use for more than three (3) months.

16. Assignment

16.1. Dribble Digital shall be entitled, in whole or in part, to assign its

rights and obligations under this Agreement to a company within the same de jure or de facto we get of companies as Dribble Digital without Advertiser's prior consent.

16.2. Advertiser shall not be entitled to assign its rights or obligations under this Agreement without Dribble Digital prior written consent.

17. Entire agreement and variation

17.1. This Agreement constitutes the Parties' complete governance

of all matters affected by this Agreement. All written or verbal commitments and undertakings that preceded this Agreement are superseded by this Agreement.

17.2. Dribble Digital reserves the right to amend the terms and conditions of this Agreement. The Advertiser shall be informed of such amendments by e-mail or through the information being made available on Dribble Digital website. The Advertiser shall be deemed to have received such notice within two (2) weeks of the notice being sent by e-mail or made available on Dribble Digital website. Where the Advertiser does not accept the amendment, the Advertiser shall be entitled, within thirty (30) calendar days from the date of dispatch of the e-mail or, where appropriate, thirty (30) calendar days from the amendment being published on the website, provided that the changes have an adverse effect, that could not be considered as minor, on the Advertiser, to terminate the Agreement with immediate effect. Where the Agreement is not terminated by the Advertiser within the aforementioned time, the Advertiser shall be deemed to have accepted the new terms and conditions.

18. Notifications

18.1. All notices to be exchanged by the Parties under this Agreement shall be made to the e-mail address of the recipient party stated in the contract form of this Agreement.

19. Governing law and disputes

19.1. This Agreement and the ensuing relationship between Dribble Digital and Advertiser shall be construed in accordance with, and governed by, the laws of Sweden. The United Nations Convention on the International Sale of Goods shall have no application to this Agreement.

19.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered at the Arbitration Institute of the Stockholm Chamber of Commerce (SCC Institute).

19.3. Where the amount in dispute does not exceed EUR 100,000

the SCC Institute's Rules for Expedited Arbitrations shall apply.

19.4. Where the amount in dispute exceeds EUR 100,000 the Rules

of the SCC Institute shall apply. Where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000, the Arbitral Tribunal shall be composed of a sole arbitrator. Where the amount in dispute exceeds EUR 1,000,000 the Arbitral Tribunal shall be composed of three arbitrators

19.5. The amount in dispute includes the claimant's claims in the

request for arbitration and any counterclaims in the respondent's reply to the request for arbitration.