

## **Publisher Terms and Conditions**

These General Publisher Terms and Conditions of Service (hereinafter "T&C") regulate the modalities and terms of delivery of the services offered by ShowHeroes to Publishers.

In the cases set forth by these T&C, the services offered by ShowHeroes are governed by Specific Terms of Service (hereinafter STC) and/or Service Agreements (hereinafter SA). In such cases, the T&C constitute, together with the STC and/or SA and any annexes, the entire Agreement between the parties. In the event of any inconsistency between the provisions of the T&C and those of the STC and/or SA, the latter shall prevail over the former. The T&C must be accepted by the Publisher at the time of registration on the Site, or at the time of subscription to the STC.

ShowHeroes reserves the right to modify or integrate at any time, in whole or in part, these T&C, through publication on its Site. The Site is directed at entrepreneurs. By agreeing to these T&C, Publisher confirms: (i) to be at least 18 years old when registering on the site, and (ii) to be an entrepreneur or to act in the name of and on behalf of an entrepreneur and that such entity has duly authorized it to conclude an Agreement with ShowHeroes.

### **1. Definitions**

For the purposes of these T&C, STC and SA in addition to any additional definitions contained in any other section of the T&C, STC, and SA, the following terms have the meaning specified below. If they are indicated in the singular form, they are also valid for the plural form and vice versa.

**Advertiser:** Indicates all natural or legal persons who market and advertise their goods and/or services and/or products through the Platform, and/or all natural or legal persons performing brokerage activities in online advertising (e.g. Media Agencies, SSP, DSP, and Ad Networks).

**Advertising Messages:** Indicates the advertising content provided by the Advertiser and supplied in the form of interactive and non-interactive display and video, standalone or inside the Video Content.

**Agency:** Indicates an entity that executes and distributes advertisements to media companies (such as websites and applications) on behalf of an Advertiser;

**Bandwidth Limits:** All services have associated monthly bandwidth limits for streaming video content. Monthly limits are calculated based on calendar months and are based on the date of account activation. Once an account reaches its monthly bandwidth limit Publisher will be notified and given the option of (a) upgrading to a plan with a higher bandwidth limit, or (b) paying for extra bandwidth at the then current overage rate for each account (unless otherwise previously mutually agreed upon).

Anyone who wishes to obtain additional bandwidth for streaming may request a custom account by contacting ShowHeroes sales.

**CMP (Consent Management Platform):** Is a software component to be implemented on a website to manage the control of user consent in relation to the collection and processing of personal data.

**CPM (Cost per mille):** Specifies how the payment will be made to the Publisher and/or to ShowHeroes by default unless otherwise agreed between the parties. The calculation of the CPM can derive from paying events other than Impressions (for example, full views of an Advertising Message).

**Confidential Information:** Indicates all company information, technical and commercial experiences, business and marketing strategies, financial data, intellectual property rights, all analyses, studies, materials that contain or are based on confidential information, any other information that

is or will be subject to a non-disclosure agreement between the Parties, any other information which is not publicly disclosed and information that is expressly considered and/or classified as confidential and/or classified, as well as information that by its nature, content or circumstance in which it is revealed, is reasonable to consider confidential and/or classified, which is communicated in any form or modality by the Disclosing Party to the Receiving Party, or which is by the latter otherwise known, as a consequence or result of these T&C.

**Confirmed Revenues:** Confirmed revenues are the actual revenues received and confirmed by ShowHeroes after the initial projection. They are considered finalized and reliable for billing and payment purposes.

**Consumer:** indicates the fiscal person who purchases goods or services for personal and not business use.

**Creator:** Indicates the natural or legal person who has the ownership and/or the availability of one or more Video Content.

**Demand-Side Platforms (DSP):** Indicates any software platform that automates media buying for Agencies and Advertisers.

**IAB (Interactive Advertising Bureau):** Indicates a non-profit organization that develops industry standards and frameworks, conducts research and provides legal support for the Digital Advertising sector.

**Impressions:** Indicates the number of times that the Advertising Message is received by the User, according to the calculation made exclusively by the Platform.

**Intellectual Property Rights:** Indicate the copyright, the trade secrets and Confidential Information, the know-how, the patents, registered and unregistered trademarks, the design rights, the domain names, the distinctive signs, any other right of intellectual property or other equivalent or similar right, including the applications for registration, renewal or extension of the aforementioned rights, wherever

they are protected in any part of the world and in accordance with any legislation.

**Managed Service:** ShowHeroes manages and optimizes its content playlists and video ad streaming within the spaces provided by Publishers for respective placements. ShowHeroes uses data driven algorithms (i.e. semantic targeting via analysing Publisher's website-content) to provide an optimal balance between user experience and monetization. Publishers can opt-out of the managed option at any time to manage playlists manually. Opt-out has to take place in written form (e-mail shall be sufficient).

**Net Revenue:** means advertising revenues generated via respective ad inventory (= Gross Revenue) after: taxes, rebates, (bundling-) discounts, allowances, marketing fees, potential arising bad debt losses, Optimization, SSP fees (for programmatic media deals), agency fees as well as technical costs for delivery and storage of the Content and Advertising Messages, fees paid or payable for the exploitation of music or actors incorporated in videos.

**Optimization:** Revenue Share does not apply to Ad Impressions (max 4% of total impressions) designated to self-promotion, pure machine learning, or A/B-Testing (in order to maximize the overall yield).

**Partner:** indicates SSP, DSP or Agency, in the Supply chain which involves the selling/purchasing of the ShowHeroes Services provided in the respective SA/STC.

**Projected Revenues:** Revenues that are estimated or anticipated, but have not yet been verified or confirmed. They represent an initial estimate of what the revenues are likely to be.

**Properties:** The Publisher websites domains and applications that are part of the STC and/or SA

**Publisher Dashboard:** Indicates the control Publisher Dashboard made available to the Publisher and usable through the Platform, through which the Publisher may, for example, monitor the performance of Advertising Messages

inside the Digital Media, track all interactions between Digital Media visitors and the ShowHeroes Video Player, and monitor his/her earnings, as best indicated on the Platform.

**Publisher:** Indicates any natural and/or legal person who has the ownership and/or availability of one or more pieces of Digital Media and who uses at least one of the Services offered by ShowHeroes.

**Platform:** Indicates the automated Platforms accessible on the sites <https://showheroes.com>, <https://platform.showheroes.com>, or <https://viralize.com> that allow you to use services such as the Publisher Service, the Creator Service, the Video-library, or the Software as a Service (SaaS).

**Prohibited Content:** Indicates any content that is and/or results in promoting and/or distributing messages, that are for example, but not limited to, (i) defamatory, offensive, pornographic, child abuse material, violent, related to gambling (or otherwise prohibited to children under the age of 18 or suitable for adults only); (ii) harmful of the rights and liberties of others; (iii) harmful of intellectual property rights; (iv) of a discriminatory and offensive nature; (v) in any case prohibited by the applicable laws.

**Registration Credentials:** Indicates the email address and password chosen by the Publishers at the time of registration, or the other credentials communicated by the ShowHeroes staff to the Publishers.

**Revenue Share:** Means the percent of the net revenue paid by ShowHeroes to Publisher.

**Semantic Technology:** Indicates ShowHeroes' proprietary technology for the processing and analysis of Digital Media by means of machine-learning/artificial intelligence algorithms and for making the extracted information usable for optimized distribution of video content and Advertising Messages in Digital Media..

**Services:** Indicate all Services offered by ShowHeroes.

**ShowHeroes:** indicates ShowHeroes SE or any other entity that is directly or indirectly controlled by, or is under common control with ShowHeroes SE (registered in Germany, Berlin, Brunnenstraße n.154, Tax ID: DE326016486), namely ShowHeroes S.r.l., ShowHeroes Limited, ShowHeroes Inc., ShowHeroes Nordics AB (which includes ShowHeroes AB, ShowHeroes AS, ShowHeroes ApS and ShowHeroes Oy) and ShowHeroes Group S.L.U. (which includes ShowHeroes S.A., ShowHeroes S.A.S., ShowHeroes SPA, ShowHeroes S.A.C., ShowHeroes Brasil Ltda. and ShowHeroes Mexico S.A.P.I. de C.V.). All jointly called in this document "ShowHeroes" or "ShowHeroes Group".

**ShowHeroes Network:** Indicates all Digital Media owned and/or available to all Publishers who have an agreement with ShowHeroes.

**Site:** Indicates the site <https://showheroes.com>, or <https://showheroes-studios.com>

**Storage Limits:** All Plans have an associated monthly storage limit. Storage limits are calculated based upon source files. Monthly limits are calculated based on calendar months and are based on the date of account activation. Once an account reaches its monthly limit Publisher will be notified and given the option of (a) upgrading to a plan with a higher storage limit, or (b) paying for extra storage at the then current overage rate for each account (unless otherwise previously mutually agreed upon). Anyone who wishes to obtain more storage capacity may request a custom account by contacting ShowHeroes sales.

**Supply-Side Platform (SSP):** Indicates any technology for digital advertising ecosystems as a bridge between Publishers and Advertisers, which empowers Publishers to monetize their digital inventory by offering tools for inventory management, real-time bidding and optimization, has the purpose to enable the Publishers to maximize the revenues through automated ad selling processes.

**Territorial limitations:** Indicates the territorial restrictions related to the distribution and to the publication of the Video Content and/or the Advertising Messages and/or the Video Campaigns, which are provided and specified in STC.

**Third Party Publisher:** Indicates all the Publishers that are not Publishers of ShowHeroes.

**Unit:** Indicates the software owned by ShowHeroes and used to distribute Video Content and/or Advertising Messages according to the formats available through access to the Platform. The Unit is called "Content Unit" when it is used to distribute Video Content and the Advertising Messages, or "Ad Unit" when it is used to distribute only Advertising Messages.

**Unverified Revenues:** Revenues that represent earnings that are yet to be validated or endorsed, for example from delivered media which are still subject to confirmation by the agency's or client's ad tracking and verification system reports, signifying that such income remains provisional until validation is completed

**User:** Indicates the Digital Media User.

**Video Campaigns:** Indicate the advertising activity planned by the Advertiser and/or the Publisher and distributed through the Platform on the ShowHeroes Network.

**Video Content:** Indicates the result of the creative work of the Creator expressed in the form of video, uploaded on the Platform with the Creator Service, which is not about and/or its principal purpose is not the advertising of goods and/or services and/or products.

## 2. Acceptance of the contract, duration and renewal

- 2.1. The STC/SA is deemed accepted by Publisher at the time of acceptance of these T&C when registering the account on the Site. In cases where Publisher subscribes to the Specific Terms of Service (STC) and/or Service Agreements (SA), the contract is deemed accepted at the time of subscription to the STC/SA.

- 2.2. For Publishers wanting to use the Software as a Service (SaaS), the contract is considered accepted at the time of the subscription to the STC and the simultaneous acceptance of these T&C.

- 2.3. ShowHeroes reserves the right at any time to amend and/or update these T&Cs with effect from the date of publication on ShowHeroes website. Any substantial changes and updates shall be notified to the Publisher by email. If Publisher does not object to a change within thirty (30) days after the notification by informing ShowHeroes in writing via email, the changes are deemed accepted and become effective and binding on the Publisher.

## 3. Registration

- 3.1. To activate the Publisher Service and the Creator Service, Publisher must register an account on the Platform.

- 3.2. To complete the registration and create an account, Publisher must provide to ShowHeroes the required information, which must be complete and truthful. Publisher must keep them up to date during the term of the agreement with ShowHeroes. If Publisher is a business, government, or non-profit entity, the person whose email address is associated with the account must have the authority to bind the entity to the agreement with ShowHeroes.

- 3.3. In particular, Publishers will have to provide an email and password, which serve as Registration Credentials and allow Publisher to access the chosen Service and use the Publisher Dashboard features. The Registration Credentials may also be supplied directly by ShowHeroes' staff.

- 3.4. Publishers will be able to use the Services from the date of registration.

- 3.5. ShowHeroes reserves the right to subordinate the registration to its prior and discretionary approval. In this case, the registration request will be examined by the ShowHeroes' staff, who shall notify the Publisher of the approval or refusal of the registration request. ShowHeroes reserves the right to refuse the registration for any reason

whatsoever. In any case, the registration is subject to Publisher's acceptance of these T&C.

- 3.6. Publisher guarantees that the information provided during the registration process, or thereafter, is complete and truthful. Publisher agrees to treat his Registration Credentials as Confidential Information between the Parties, and to promptly notify ShowHeroes about any unauthorized use of the same. The Publisher is solely responsible for all acts or activities, whether authorized or not, performed when using his/her Registration Credentials.
- 3.7. ShowHeroes may change the Credentials at any time for any reason and shall immediately inform the Publisher about the new Credentials. ShowHeroes may monitor the use of the Credentials, as well as the access by the Publisher and its collaborators to the Platform, to safeguard information security levels and to ensure compliance to the obligations provided for in the STC and/or SA and in this document.

#### **4. Publisher Service**

- 4.1. The Publisher Service allows the Publisher to publish Digital Media, Advertising Messages and/or Third Party Video Content using the Platform, without Territorial Restrictions. To this end, Publisher uses the functionalities of the Publisher Dashboard and the Units in compliance with these T&C and with the STC, if Publisher subscribes to them. The Publisher is entitled to the remuneration provided for in article 8. The specific features and methods of use of the Publisher Service are indicated on the Site. It is understood that ShowHeroes is exclusively authorized to sell the spaces that are present in the Digital Media to Advertisers, including Real Time Bidding Platforms.
- 4.2. Notwithstanding the provisions of article 13, ShowHeroes reserves the right to approve Digital Media and the contents of the Digital Media, and the right to revoke at any time, and without any advance notice, the approval granted. Publisher is committed to ensuring that the Digital Media of which he is the owner or which is available to him is perfectly functional, and also agrees to manage the same Digital Media autonomously, without any restriction to time or location and without subordination and/or coordination with ShowHeroes.
- 4.3. Publisher agrees not to contact Advertisers who transmit their Video Campaigns on Digital Media through ShowHeroes, with the direct or indirect goal of offering promotional advertising services that are similar to those supplied by ShowHeroes.
- 4.4. With the activation of the Publisher Service, Publisher acknowledges that the property rights or any other rights relating to the Video Content and/or Advertising Messages are not, in any way, transferred or granted to the Publisher. In particular, the Publisher agrees to use the Video Content and/or the Advertising Messages within the limits allowed by these T&C, STC and/or SA, respecting the property rights of third parties, and to not perform acts of disposal thereof, to not exploit, copy, reproduce, disclose, modify, and to not use them in any forbidden way.
- 4.5. With the activation of the Publisher Service, ShowHeroes grants Publisher a non-exclusive, revocable, non-licensable and non-transferable right to publish the Units on Digital Media for the duration of these T&C.
- 4.6. The non-exclusive, revocable, non-licensable and non-transferable right, granted in accordance with the previous Article 4.5, shall be subject to the following conditions:
  - a. Publisher agrees to not sell, transfer, sublicense, or sell the Units to third parties.
  - b. Publisher agrees to not modify, alter, block, or disable any of the components and/or functionalities of the Unit and to not remove Units from Digital Media assets without prior information to and consent by ShowHeroes.
  - c. Publisher, in particular, agrees to not interfere and/or prevent in any way the operation of the units and to respect the agreements with ShowHeroes concerning the positioning of the Units inside the Digital Media.
  - d. Publisher agrees not to:

- Use any automated, deceptive, fraudulent, or illegal system (e.g., robots, spiders, scripts, software) to access, collect, or scrape Content, data, or information from the Services.
- Utilize the Content for developing software, including training machine learning or artificial intelligence systems.
- Attempt to bypass access controls, security features, or use limits of the Services.
- Cache or archive Content
- Overload the network or disrupt the Services' functioning, including advertising presentation.

Engaging in prohibited use may lead to civil, criminal, and administrative penalties, fines, or sanctions. Publisher also agrees not to use botnets, spiders, or other methods to generate fake impressions or clicks on Advertising Messages, and not to distribute software containing viruses or allow third parties to do so

- e. Publisher agrees to not use the Units in Digital Media that have not been approved by ShowHeroes via communication in the Publisher Dashboard.
- f. Publisher agrees to allow the display of Advertising Messages following the indications provided by ShowHeroes about the correct distribution, publishing, control, and technical characteristics thereof, and to not create confusion with other Advertising Messages that may be present on Digital Media; to not edit, modify, filter or change the order of the information contained in any Advertising Message and to not redirect the User to another site, different from the page of the Advertiser or the search results page, and to not insert any content between the Advertising Message and the page of the Advertiser.
- g. Unless otherwise stated in the STC and/or SA, Publisher grants ShowHeroes the non-exclusive, revocable, non-licensable and non-transferable right to access, download and process editorial content contained in its Digital Media for the purpose of analysis thereof and the distribution, targeting, control and optimization of the delivery of

Advertising Messages in Publisher's Digital Media using ShowHeroes' Semantic Technology. Publisher agrees to support ShowHeroes to a reasonable extent to gain access to editorial content of Publisher's Digital Media. ShowHeroes will use said editorial content solely for the purposes as laid out above and will neither sell, re-publish or otherwise make available to any third party Publisher's editorial content.

- h. Publisher also agrees to not copy, reproduce, transfer, duplicate, sell, give to third parties, modify, distribute, commercially exploit and to not use, for purposes other than those expressly stated in these T&C, STC and/or SA, in whole or in part, the Video Content and the Advertising Messages, without prior written permission of the owner and/or ShowHeroes.
- i. An ads.txt file must be integrated according to the instructions provided by ShowHeroes, in order to allow ShowHeroes the resale of Publisher's advertising spaces. If Publisher does not currently have an ads.txt listing, as soon as it is implemented and/or upon necessity to receive ShowHeroes advertisements, the Publisher agrees to efficiently work with ShowHeroes to list ShowHeroes on its ads.txt listing. Otherwise, Publisher agrees to add ShowHeroes to Publisher's ads.txt according to IAB guidelines (which can be consulted at [iabtechlab.com/ads-txt](http://iabtechlab.com/ads-txt)) and ShowHeroes instructions, upon accepting these T&Cs.
- j. Publisher will grant ShowHeroes access to first party cookies and Universal IDs if applicable.
- k. Publisher will work with ShowHeroes and take necessary actions to enable dual-attribution of internet traffic in comScore or other, similar measurement services.
- 4.7. Publisher grants ShowHeroes exclusivity and will not use a similar service from a third party.

## 5. Creator Service

- 5.1. The Creator Service allows a Creator to distribute and monetize Video Content using the Platform. In particular, the Creator Service allows the Creator to monetize Video Content by inserting Advertising Messages into Creator's

Video Content and receiving payment, as described in article 8, upon delivery of Advertising Messages to User's view through the Platform. To this end, Creator uses the functionality of the Platform in compliance with these T&C, STC and/or SA. In particular, the Creator can directly upload his/her Video Content on the Platform and remove it at any time. The specific features and methods of use of the Creator Service are indicated on the Site.

- 5.2. With the activation of the Creator Service, Creator grants ShowHeroes the non-exclusive right (i) to insert the Video Content in the Units, in whole or in part, (ii) to use, reproduce, adapt, modify, publish, edit, translate, perform, transmit, distribute, and view the Video Content, in whole or in part, in any form, mean or technology known or developed, without any Territorial Restriction, if not otherwise indicated in the STC, on the ShowHeroes Network in the Platform.
- 5.3. ShowHeroes reserves the right to approve the Video Content, and to modify it at any time and for any reason, including reducing the quality, and/or by deleting it from the Platform.
- 5.4. The removal of Video Content by Creator can be done within a commercially reasonable period of time after sending notice to ShowHeroes at least forty-eight hours prior to removal, via email to the address: [legal@showheroes-group.com](mailto:legal@showheroes-group.com). Notwithstanding the foregoing, the license for legal archival/preservation purposes will continue indefinitely. Creator acknowledges that removed videos may be cached in search engine indices after removal and that ShowHeroes has no control over such caching.
- 5.5. Publisher grants ShowHeroes exclusivity and will not use similar service from a third party.
- 5.6. The Creator expressly declares and guarantees that all content uploaded to the ShowHeroes platform has been obtained with a valid license and/or authorisation from the respective content providers. It is the sole and absolute responsibility of the Creator to verify the lawfulness of the

uploaded content and to obtain all necessary rights to publish or share any content on the ShowHeroes platform.

ShowHeroes hereby expressly disclaims any liability for any and all claims, suits or demands for compensation coming from Third Parties arising from any unauthorized publication, sharing or dissemination of content by the Creator, regardless of any infringement of rights. The Creator agrees that in such cases the Creator shall bear all legal, tax or fiscal consequences arising from such violations, without any recourse or claim against ShowHeroes.

## **6. Software as a Service (SaaS)**

- 6.1. Software as a Service (SaaS) allows a Publisher to use the Platform to sell Video Campaigns that will be displayed in Digital Media and/or in connection with its Video Content. The activation of the Software as a Service (SaaS) occurs at the time of subscription to the STC, in accordance with the modalities therein, and the simultaneous acceptance of these T&C. ShowHeroes is entitled to the fees described in article 8. With the activation of the Software as a Service (SaaS) ShowHeroes grants Publisher the non-exclusive, non-licensable and non-transferable right, without Territorial Restrictions, unless otherwise stated in the STC, to use the Platform. Notwithstanding the provisions of article 7 below, Publisher acknowledges the following conditions:
  - a. ShowHeroes grants access to the Platform for the duration of these T&C, or the different duration indicated in the STC. To this end, Publisher agrees to protect the Platform's Registration Credentials and treat them as Confidential Information in accordance with and for the effects of article 12. ShowHeroes agrees to provide support in the use of the Platform and guarantees its uptime, in accordance with procedures provided in the STC.
  - b. In order to offer its own Video Campaign sales service, the Publisher can upload to the Platform and use the Video Content and Advertising Messages owned or available. Publishers can also use third party Video Content and Advertising Messages that are made available by

ShowHeroes. To this end, Publisher: (i) guarantees the ownership and/or availability of its Video Content and the rights that are necessary for its distribution; (ii) uses the Units in accordance with the conditions described in Article 4.6; (iii) assumes any and all responsibility for the Video Campaigns distributed using the Platform, exonerating, as of now, ShowHeroes from all related responsibilities. In particular, Publisher assumes all responsibilities related to the content of its Digital Media and Video Campaigns, subject to the provisions outlined in article 13.

- c. Publisher is also the unique responsible for all legal requirements related to its Digital Media, including the Privacy Policy, the terms and conditions of service and any other fulfillment that may be necessary for the distribution of its Video Campaign.
- 6.2. Publisher grants ShowHeroes exclusivity and will not use a similar service from a third party.

## **7. Platform, Site and Unit**

- 7.1. Publisher acknowledges that ShowHeroes is fully and exclusively the owner of the Platform.
- 7.2. ShowHeroes agrees to make the Platform and the Units available to Publishers for the use of the services and in accordance with the provisions of these T&C and the STC, without prejudice to the right of suspending the access referred to in article 9.4..
- 7.3. ShowHeroes agrees to maintain and manage the Platform and the Site using the best experience available to ensure its efficiency. In particular, ShowHeroes agrees to monitor the normal and continuous operation of all types of technical support that are necessary for the delivery of the Services offered by ShowHeroes, limiting the interruptions, the suspensions, the malfunctions and any technical problem that may result from the use of the Platform, provided that the Platform and the Site are granted in use "as is" and without warranties of any kind. In this regard, ShowHeroes cannot be considered liable for any damage including, but not limited to, direct, indirect, consequential, special or

incidental damages, or for any damage and/or anomalies that may occur and which are outside the technical control of ShowHeroes, such as, but not limited to, the management of telecommunication networks or malfunctions to the means that are necessary for the access to the Platform and the Site, or due to an improper use of them.

- 7.4. Unless expressly permitted by ShowHeroes, Publisher may not scrape, reproduce, redistribute, sell or create derivative works from decompiling, reverse engineering or disassembling the Platform. The publisher cannot circumvent any ShowHeroes technical measures or interfere with or damage the Platform.
- 7.5. Furthermore, ShowHeroes will not be liable for damages that may result from using and/or not using the Site and/or the Platform and/or the Units and/or their proper operation, such as, but without limitation to, errors in the publication of the Video Content and/or of the Advertising Messages and/or errors related to the Unit's video player, computer viruses, omissions, disruption of the Services offered by ShowHeroes, and software failures, also damage to the Publisher's computer equipment, which may prevent or delay the provision of the Services offered by ShowHeroes, if these are due to external causes, force majeure, and/or third parties.
- 7.6. ShowHeroes grants Publisher the non-exclusive, non-licensable and non-transferable license, within the country where Publisher has its legal seat, unless otherwise provided for in the STC/SA, to use the Platform for the duration of the T&C, the STC and/or SA, if applicable. This use can only be carried out for the activities permitted by T&C, STC and/or SA. In particular, except as otherwise provided in the STC, the Publisher will be able to access and use the Platform to publish the Units on Digital Media, upload Video Content, activate and manage a Video Campaign sales service, and have access to Publisher Dashboard features. The Publisher must use the Platform in accordance with the instructions provided by ShowHeroes, available on the Site or otherwise communicated to the

Publisher, by email or by telephone. All other rights not expressly provided for are reserved for ShowHeroes.

## 8. Revenues, Fees and Payments

- 8.1. The methods for calculating payments due to the Publisher and/or to ShowHeroes are based on ShowHeroes reporting systems.
- 8.2. The fees payable by ShowHeroes to Publisher or by Publisher to ShowHeroes are specified according to the CPM model (default), a revenue share model, or eventually according to a different model indicated in the STC or SA.
- 8.3. ShowHeroes may offer free video content streaming incl. matched content via integration of its video player and ad technology in one or more of a Publisher's digital media assets (reach is monetized via ShowHeroes' demand; primary or backfill). In this case, the Publisher shall be entitled to receive a revenue share of 50 % of Net Revenues from the advertising that ShowHeroes or an authorized agent, agency, online marketer etc. ("Sales House") generate and receive from advertisements generated on Publisher's respective digital media assets.
- 8.4. Publisher may choose via SA to use ShowHeroes video player technology plus free video content streaming without ShowHeroes advertising demand and content. In this scenario, ShowHeroes charges a tech fee of 15% of the Net Revenues from the advertising that Publisher or an authorized agent, agency, online marketer etc. ("Sales House") generates and receives from advertisements (video ads including companion ads such as rich media, interstitials) on Publisher's respective digital media assets.
- 8.5. All amounts accrued and/or due by Publisher are indicated in the Publisher Dashboard. They are net prices expressed in Euros and subject to the legally applicable value-added tax at the rate in effect as of the time of provision of the contractual services. Also, they are considered inclusive of any eventual levies, social security and financial expenses (for example, transaction fees and payments), which will remain the full responsibility of the Publisher. If and to the extent Value Added Tax or similar tax of the country where Publisher has its place of business or management is due on the services under the STC and/or SA, Publisher will (i) declare and pay such Value Added Tax or similar tax on its own and (ii) if and to the extent Publisher does not comply with its obligation under (i), will indemnify and hold ShowHeroes harmless from and against any Value Added Tax or similar tax (including for the avoidance of doubt any fines, penalties, interests or other additions thereto). Value Added Tax and similar tax in this regard means any tax imposed either locally or nationally on the sale of goods and/or the provision of services irrespective of its description.
- 8.6. Publisher acknowledges that the remittance of any compensation resulting from the Agreement with ShowHeroes is subject to taxation in compliance with the statutory regulations of the respective Showheroes' entity (e.g Federal Republic of Germany or Italy), ShowHeroes is therefore obliged to withhold the taxes as provided by law from the compensation (and, for the avoidance of doubt, entitled to deduct the amount of such taxes from the payments to Publisher) and to pay the said taxes to the competent tax authorities. The amount of the said withholding tax is to be determined by the pertinent fiscal laws.
- 8.7. In order to be paid, Publisher needs to be enabled for invoicing and reach the Minimum Threshold in the previous month (as defined in article 8.14). Until the 15th day of each month, Publisher will receive an invoice-request by email and/or in the Payments section showing the amount due from ShowHeroes to Publisher.
- 8.8. Publisher must issue an invoice showing the same amount and billing information as featured in the respective invoice-request. The invoice must be uploaded to the specific section of the Publisher Dashboard and/or mailed to a country specific billing-contact by email.
- 8.9. ShowHeroes shall employ reasonable commercial efforts to prevent and mitigate potential loss of receivables arising

from its engagements with direct business Partners. The Publisher acknowledges and accepts the inherent risks associated with potential revenue shortfalls incurred by ShowHeroes due to the actions or circumstances of its business Partners. Should any of the subsequent circumstances, whether directly or indirectly, have a substantial impact on ShowHeroes's business partners (meaning an impact of not insignificant degree, i.e., a minimum of 10% of the respective Partner's revenue allocated to the publisher's revenue share), ShowHeroes shall, upon becoming aware of such events, notify the Publisher if:

- a. the Partner of ShowHeroes ceases its payments to ShowHeroes for a continuous period exceeding three calendar months, or provides notice to ShowHeroes indicating its intention not to make payments for a continuous period exceeding three calendar months;
- b. a bankruptcy petition is filed by the Partner of ShowHeroes, or a bankruptcy petition is filed against the Partner;
- c. the Partner of ShowHeroes is declared insolvent under applicable laws;
- d. the Partner of ShowHeroes initiates or attempts an assignment for the benefit of creditors or ceases its trading operations;

In the occurrence of circumstances outlined earlier, or if the Partner communicates non-remittance intent, the Publisher acknowledges that ShowHeroes reserves the right to recover advance payments relating to Revenues and to withhold payments for Revenues proportionate to unpaid amounts by ShowHeroes's Partners. Such action by ShowHeroes shall not be construed as a breach of contract on the part of ShowHeroes towards the Publisher.

Should any of the situations described in Section 3 lead to withholding of payments by ShowHeroes, both Parties shall engage in a cooperative and good-faith effort to establish revised payment schedules subsequent to ShowHeroes's withholding of such amounts.

The provisions of this Section shall not be interpreted as a waiver of ShowHeroes's rights to seek remedies available under applicable laws, including but not limited to the pursuit of claims against the business Partners responsible for the financial impact.

8.10. The invoices must be addressed as follows:

**If Publisher is located in Italy**

ShowHeroes S.r.l. a socio unico,  
Via di Santo Spirito, 14,  
50125 Firenze - Italy  
Code for electronic invoicing: EQHV22V  
Billing Contact: [finance-it@showheroes-group.com](mailto:finance-it@showheroes-group.com)  
VAT-ID: IT06355790483

**If Publisher is located in the United Kingdom**

ShowHeroes Limited  
17, Manor Road  
KT89JU East Molesey - UK  
Billing Contact: [billing-uk@showheroes.com](mailto:billing-uk@showheroes.com)  
VAT-ID: GB166280109

**If Publisher is located in the Netherlands**

ShowHeroes SE Netherlands  
Moermansskade 131  
1013 Amsterdam - Netherlands  
Billing Contact: [facturen@showheroes.com](mailto:facturen@showheroes.com)  
VAT-ID: NL860551271B01

**If Publisher is located in France**

ShowHeroes SE France  
128 Rue La Boetie  
75008 Paris - France  
Billing Contact: : [finance-fr@showheroes.com](mailto:finance-fr@showheroes.com)  
VAT-ID: FR 34879465219

**If Publisher is located in Latvia**

ShowHeroes SE , ĀKF  
Bērzaunes 1

1039 Riga - Latvia

Billing Contact: [filiiale@showheroes.com](mailto:filiiale@showheroes.com)

VAT-ID: LV40103990424

**If Publisher is located in Sweden**

ShowHeroes Nordics AB

Grev Turegatan 27, 4 tr

114 38 Stockholm - Sweden

Billing Contact: [inbox.lev.858540@arkivplats.se](mailto:inbox.lev.858540@arkivplats.se)

VAT-ID: SE556858426101

**If Publisher is located in Norway**

ShowHeroes AS

Apotekergata 10 B

0180 Oslo - Norway

Billing Contact: [playadmediagroupnorgeas@ebilag.com](mailto:playadmediagroupnorgeas@ebilag.com)

VAT-ID: NO912 755 878

**If Publisher is located in Denmark**

ShowHeroes ApS

Studivestgade 14

1455 Copenhagen - Denmark

Billing Contact: [pmg-dk@azets.com](mailto:pmg-dk@azets.com)

VAT-ID: DK36044969

**If Publisher is located in Finland**

ShowHeroes Oy

Fredrikinkatu 42, 3 kerros

00100 Helsinki - Finland

Billing Contact: [invoice-26298394@kollektor.fi](mailto:invoice-26298394@kollektor.fi)

VAT-ID: FI26298394

**If Publisher is located in the United States of America**

ShowHeroes Inc.

757 Fifth Avenue c/o WeWork New York

10017 New York (USA)

Billing Contact: [billing-us@showheroes-group.com](mailto:billing-us@showheroes-group.com)

EIN number: 87-4192130

**For Spain and Latin America:**

ShowHeroes Group S.L.U.

Paseo de la Castellana 77

28046 Madrid - Spain

Billing Contact: [billing-es@showheroes-group.com](mailto:billing-es@showheroes-group.com)

VAT-ID: B-87246773

**If Publisher is located in Argentina**

ShowHeroes S.A.

Esmeralda 1320 4B

C1007 ABT Buenos Aires - Argentina

Billing contact: [billing-ar@showheroes-group.com](mailto:billing-ar@showheroes-group.com)

VAT-ID: 30-71600200-0

**If Publisher is located in Brazil**

ShowHeroes Brasil Ltda.

Av. Engenheiro Luiz Carlos Berrini 1461

CJ 71, Bairro Cidade Monções - São Paulo - Brasil

Billing Contact: [billing-br@showheroes-group.com](mailto:billing-br@showheroes-group.com)

VAT-ID: 17.253.553/0001-59

**If Publisher is located in Chile**

ShowHeroes SPA

Americo Vespucio Sur 100

Las Condes, Región Metropolitana - Chile

Billing Contact: [billing-cl@showheroes-group.com](mailto:billing-cl@showheroes-group.com)

VAT-ID: RUT: 76.960.515-0

**If Publisher is located in Colombia**

ShowHeroes Colombia S.A.S.

Cr 72 131 19 Ap 1308 Ed Gratamira 131

Bogotá D.C. - Colombia

Billing Contact: [billing-co@showheroes-group.com](mailto:billing-co@showheroes-group.com)

VAT-ID: 901.145.198-0

**If Publisher is located in Mexico**

ShowHeroes Mexico S.A.P.I. de C.V.

Oriente 180 No. 378 Moctezuma 2da Sección, Venustiano

Carranza

15530 Mexico City - Mexico

Billing Contact: [billing-mx@showheroes-group.com](mailto:billing-mx@showheroes-group.com)

VAT-ID: SME110919TF9

**If Publisher is located in Peru**

ShowHeroes S.A.C.

Cal. Las Begonias 441 Int.503 Lima

15046 San Isidro - Perú

Billing Contact: [billing-pe@showheroes-group.com](mailto:billing-pe@showheroes-group.com)

VAT-ID: 20603021763

**If Publisher is located in Asia:**

Ivideosmart Pte Ltd

20A Tanjong Pagar Road

088443 Singapore

Billing Contact: [finance@ivs.tv](mailto:finance@ivs.tv)

VAT-ID: 201602746R

**If Publisher is located in Germany or in the rest of the World**

ShowHeres SE

Brunnenstraße, 154

10015 Berlin - Germany

Billing Contact: [billing@showheroes-group.com](mailto:billing@showheroes-group.com)

VAT-ID: DE326016486

8.11. Payments by ShowHeroes are made within 90 days after receiving a correct invoice. To be able to request payments and issue an invoice, Publisher must be enabled for invoicing by ShowHeroes. Publisher may request this authorization through the specific section in the Platform or via an SA. Following this request, ShowHeroes will send a form via email to the Publisher requesting the tax information and payment details; this form must be completed, signed and sent to the specific billing contact indicated at point 8.8 above, according to the Country in which Publisher is located. After verifying the data received, ShowHeroes will then proceed to enable Publisher to issue invoices. To change the tax information and payment details,

Publisher will have to request it by email to the specific billing contact indicated at point 8.8 above, according to the Country in which Publisher is located.

8.12. ShowHeroes' reporting system provides projected revenues at the end of each service period. If the payment terms are less than 90 days, the projected revenue model is activated. In accordance with this model, ShowHeroes undertakes to provide final confirmation of actual revenues within a 3-month period from the date of the projected revenue report. ShowHeroes will send out invoice requests based on previously confirmed revenues. Publisher will invoice all confirmed amounts according to ShowHeroes' invoice request. The additional revenues, which have not yet been confirmed, are not eligible for pre-financing by ShowHeroes. These unverified revenues will be included in a subsequent invoice request immediately upon verification.

8.13. All payments due from and/or owed to ShowHeroes will be made in the currency of the respective ShowHeroes entity's legal seat, unless otherwise stated in the STC or SA. By default, payments are made in EUR via SEPA Bank Transfer within the European Union and via wire transfer in USD in the United States. In case payments need to be made via foreign currency transfer, both parties have to bear their own costs (i.e. "SHA" for bank transfer charges).

8.14. For some sites, Publisher can choose to receive payments via Bank Transfer or PayPal. For Publishers (natural persons or Companies) based outside Italy, selecting payment via Bank Transfer can result in an increase of the minimum payment threshold. Any bank fees will be divided in equal parts between the Publisher and ShowHeroes.

8.15. For Publishers subscribed to Software as a Service (SaaS), at the beginning of each month, ShowHeroes will issue an invoice stating the payment due for the previous month. The payment must be made to ShowHeroes via Bank Transfer within the following 30 days, as indicated in the invoice.

8.16. In any case in a given month when Publisher's payment does not reach the minimum threshold as defined below, or

the diverse threshold indicated in the STC ("Minimum Threshold"), payments will not be made. In this situation, the eventual amount below the Minimum Threshold will accrue to the Publisher's payment due the following month and will be paid together with the latter only if the Minimum Threshold is reached. The Publisher declares that he is solely responsible for payment to competent authorities regarding any applicable taxes.

- 8.17. The minimum thresholds will vary depending on the payment method and country of residence, and are defined as follows:

**For Publishers residing in the European Union:**

- a. Minimum threshold of €50 - payment via PayPal
- b. Minimum threshold of €100 - payment by Bank Transfer

**For Publishers residing outside the European Union:**

- a. Minimum threshold of €50 - payment via PayPal
- b. Minimum threshold of €1000 - payment by Bank Transfer

**For Publishers residing in Asia:**

Minimum threshold of \$1000 - payment by Bank Transfer

- 8.18. Payments will not be made in any event when the publication of Video Content and/or Advertising Messages on Digital Media has not been approved by ShowHeroes or in any case Prohibited Content has been published. Payments will also not be made in any case of deceptive and/or fraudulent and/or illicit activity performed by the Publisher, as determined and at the discretion of ShowHeroes.
- 8.19. Publisher acknowledges and agrees that the data displayed daily in the Publisher Dashboard shall be considered as indicative and, therefore, susceptible to modifications by ShowHeroes (such as the partial or total cancellation of the amount resulting from fraud or unlawful actions performed by Publisher), while the definitive calculation of fees will be made only at the end of each month in the invoice request. For the purposes of fees, as indicated in article 8.1, only the amount indicated by ShowHeroes at the end of each

month, from the moment the Publisher has been authorized to issue an invoice, will be verified.

- 8.20. In any event, Publisher will lose his right to payment of accrued fees if he does not issue the relative invoice, according to the methods described in article 8.5 within the six-month period starting from the issue date of the purchase order request published in the Payments section in the Platform. If the invoice is not received within 5 months from the date the fiscal document request was released, ShowHeroes will notify Publisher by email of the imminent expiration deadline, without prejudice to the fact that Publisher cannot in any case demand payment of the fee due to possible omission of said notice.
- 8.21. If Publisher has not issued an invoice or requested to be enabled to invoice within the six-month deadline referred to in article 8.18, he will receive an email notice reminding him to issue an invoice for the payment owed from ShowHeroes within the following six months, starting the day the notice was received. In the case that an invoice has not been issued within this period, the Publisher will no longer be entitled to the payment and the relative amount will be definitively eliminated from the Publisher Dashboard.
- 8.22. If Publisher has not reached the Minimum Threshold within 12 months from the last date which generated payments, all the fees generated on that date and not yet paid will not be considered due and Publisher's account will be closed.
- 8.23. In the event of failure to request invoice enablement, referred to in article 8.10, within a 12 month period starting from the day of registration provided for in section 3, Publisher will lose his right to earnings accrued, and ShowHeroes will delete the related account, not before receiving an email notice of the imminent expiration of the terms. It is understood that the Publisher will not in any case be able to demand payment due to the possible omission of said notice.cx

## 9. Termination

- 9.1. ShowHeroes may terminate the agreement at any time and for any reason, by giving written notice to the other party, via email, with an advance notice of at least 30 days.
- 9.2. If the Publisher is located in Italy and is a Consumer, the advance notice is of 14 days according to the Consumer Code (D. Lgs. n.206/2005) and subsequent amendments and additions, if applicable.
- 9.3. In the event that even one of Publisher's obligations is unfulfilled, outlined in articles 3.6, 4.2, 4.3, 4.4, 4.6, 6.1, 7.1, 15, 16 and 18, the contract shall be terminated immediately and without prior notice, if at that time ShowHeroes will communicate to the nonconforming Publisher, in writing, also by email, the intention to use this clause, without prejudice to compensation for damages.
- 9.4. The contract will be terminated immediately, after the notice referred to in article 9.2 above, when one of the following situations occurs:
  - a. If Publisher is declared bankrupt or if he requests to be eligible for a composition with creditors or receivership;
  - b. Dissolution, liquidation, sale, merger, transformation of the Publisher;
  - c. Legal proceedings against the Publisher that may compromise or damage the image or the commercial reputation of ShowHeroes;
  - d. If ShowHeroes has reasonable grounds to believe that the Publisher is using the Services in such a way as to cause or be able to cause damage of any nature, including to the image and reputation, to ShowHeroes itself, without prejudice to the compensation for damages.
- 9.5. In any case of violation of these T&C, STC and/or SA, ShowHeroes reserves the right to suspend at any time and without prior notice the Publisher's account and access to the Platform. In such a case, Publisher may not re-register for the Platform. ShowHeroes may block Publisher's email address and internet protocol address to prevent further registration.

- 9.6. In all cases of dissolution of the agreement, for any reason, Publisher's account will be deleted and ShowHeroes shall be entitled to withhold all amounts accrued by the Publisher until the dissolution and not exceeding the minimum threshold, provided for in article 8. Content that Publisher submitted may no longer be available. ShowHeroes shall not be responsible for the loss of such content. Publisher declares that he has nothing to claim against ShowHeroes for the aforementioned reasons.

## 10. Obligations and quality standards

- 10.1. Any party subject to the T&C, STC and/or SA may only utilize Video Content and Advertising Messages (in connection with the use of Platform) that are not related to the following content, actions, products or services:
  - a. incentive-driven and / or fraudulent increase of traffic and/or user numbers of a website (Ad Fraud);
  - b. sale and/or consumption of illegal drugs (including drug supplies), prescription drugs, tobacco products, except in Countries in which such conduct is considered lawful by the legislation in force;
  - c. counterfeit or counterfeit products (in particular products which are described as "knock-off", "replica", "faux" or similar of a branded product and/or imitate the brand features in order to be confusingly similar to the branded product);
  - d. software piracy and other copyright infringement (including websites that illegally enable the streaming and/or downloading of protected content, such as torrent, P2P or file sharing websites);
  - e. gambling and/or casinos (online or offline), except in Countries in which such conduct is considered lawful by the legislation in force;
  - f. false, deceptive, fraudulent or misleading content;
  - g. promotional advertising of products or services that may cause damage or injury;
  - h. sale of weapons or ammunition (e.g. firearms, weapon accessories, combat knives, stun guns, gas or alarm pistols);

- i. sale and/or distribution of term papers and other student or school work, ghostwriters for such production;
  - j. adult services, in particular sexual, pornographic or obscene products, services or content (in writing, images or sound);
  - k. "Hate Speech" and any other content (in writing, images or sound) that is offensive to individuals, groups and/or organizations, blasphemous, threatening, harmful, harassing and/or discriminatory (especially with regard to age, race, ethnic, etc.) towards affiliation, belief, nationality, religion, gender, marital status, sexual orientation or physical or mental disability);
  - l. Violent or harassing content (including bullying);
  - m. Illegally copying or ripping YouTube videos, CDs / DVDs / Blu Rays, etc.;
  - n. promotion of unlawful behavior;
  - o. (Internet) fraud, illegal activities and/or competitions, pyramid schemes, chain letters;
  - p. defamatory or vulgar content;
  - q. spam or other types of unwanted mass advertising;
  - r. hacking or cracking;
  - s. any other content that is illegal, promotes illegal activities and/or violates the rights of others.
- 10.2. ShowHeroes will not remunerate Publisher for delivered traffic that is in any way fraudulent or for any impressions generated violating the above defined quality standards.

## 11. Limitations of liability

- 11.1. Publisher uses the Platform at his own risk. The Platform is provided "as is" and "as available" and ShowHeroes does not guarantee that the Platform will be uninterrupted or error-free. ShowHeroes expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law.
- 11.2. ShowHeroes is not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, goodwill or

other intangible losses, including but not limited to damages for loss of profits to Publishers or third parties, use, data or other intangible losses.

- 11.3. ShowHeroes does not guarantee:
- a. the accuracy, truthfulness, and completeness of the Advertising content. The Advertiser bears sole responsibility for the Advertising content and warrants that he has all rights and/or related license(s) obtained from the respective content providers to use and upload its contents to the ShowHeroes platform and that such content complies with all the applicable laws.  
 ShowHeroes expressly disclaims any responsibility for any claim or compensation request from Third Parties due to the unauthorized publication, use or upload of content by the Advertiser.
  - b. the results obtained through the use of the Services, in particular regarding the level of Impressions or clicks or views that will be generated by the Advertising Messages; the level of monetization of the Video Content; and the quality of matching Video Content and/or Advertising Messages to Digital Media content using Showheroes' Semantic Technology;
  - c. that the Platform will be permitted in Publisher's jurisdiction;
  - d. concerning any content submitted by any user;
  - e. concerning any third party's use of content that Publisher submits;
    - a. concerning the creation and/or maintenance of the Services;
    - b. that any content Publisher submits will be made available on the Platform or will be stored by ShowHeroes;
    - c. that ShowHeroes will continue to support any particular feature of the Platform or, concerning sites and resources outside of the Platform, even if linked to from ShowHeroes' service;
    - d. to screen or monitor any content.

## 12. Liability of ShowHeroes

- 12.1. ShowHeroes shall only be liable in the event of a violation of significant contractual obligations arising from willful misconduct or gross negligence attributable to ShowHeroes itself, or the breach of a guarantee that falls outside the scope of those provided under clause 10. Significant contractual obligations are those obligations which are indispensable for the proper execution of the contract and those upon which the Publisher reasonably relies.
- 12.2. The extent of liability for damages resulting from the breach of significant contractual obligations shall be subject to the following limitations:
- ShowHeroes liability shall be confined to foreseeable damages in each individual case;
  - ShowHeroes's aggregate liability shall be restricted to the total amount actually disbursed to ShowHeroes within the preceding twelve (12) months leading up to the occurrence of the damage event.
- 12.3. In circumstances where any disclaimer or limitation of liability is inapplicable, all relevant express, implied, and statutory warranties shall have their duration restricted to a period of thirty (30) days following the date on which the Publisher initially utilized the Platform. No warranties shall extend beyond this specified duration.
- 12.4. ShowHeroes acknowledges and undertakes to indemnify and hold harmless the Publisher from the losses, costs, or damages arising directly from the insolvency of partners relied upon by ShowHeroes for payments, provided such losses, costs, or damages arise from the willful misconduct or gross negligence of ShowHeroes, and not from circumstances beyond ShowHeroes's reasonable control.

## 13. Declarations and Warranties

- 13.1. For any content that Publisher uploads, Publisher represents and warrants that he has the right to submit the content to ShowHeroes. ShowHeroes will not need to obtain licenses from any third party or pay royalties to any third party. The

content complies with STC and/or SA, this document and all applicable laws.

- 13.2. Publisher hereby declares and guarantees:
- f. to assume all responsibility for Digital Media and/or Video Content transmitted through the Platform;
  - g. that the Digital Media and/or Video Content will not have as the subject nor contain links to Prohibited Content, or otherwise messages that promote such Prohibited Content;
  - h. to be the exclusive owner, and/or to have valid consent or authorization from the owner, of the rights (including Intellectual Property Rights) of the Digital Media, Video Content and Advertising Messages;
  - i. to use the Services within the limits allowed by these T&C, STC and/or SA, where applicable, in respect to the rights of others (including Intellectual Property Rights) and to the applicable law;
  - j. not to upload, publish or transmit any video, image, text, audio recording or other content that:
    - are hateful, defamatory or discriminatory, or incites hatred against any individual or group;
    - infringe any third party's copyrights or other rights (e.g. trademark, privacy rights, etc.);
    - contain sexually explicit content or pornography (provided, however, that non-sexual nudity is permitted);
    - exploit minors;
    - depict unlawful acts or extreme violence;
    - depict cruelty to animals or violence against animals;
    - promote fraudulent or dubious commercial schemes;
    - carry viruses or other computer threats;
    - violate any other law.

## 14. Indemnification

- 14.1. Publisher will indemnify, defend, and hold harmless ShowHeroes and its affiliates, directors, officers, employees, and agents, from any damages to a third party and a third party right, including any intellectual property or privacy right, and against all third party actions that:
- a. arise from Publishers activities on the Platform;
  - b. assert a violation by Publisher of any term of these T&Cs;

- c. assert that any content Publisher submitted to Platform violates any law
- 14.2. In the event that the rights transferred under the present Agreement are impaired by third parties, Publisher agrees to take every appropriate measure to enforce its rights against such third parties and to notify ShowHeroes thereof as soon as such impairments are brought to Publisher's attention, ShowHeroes shall also be entitled to take appropriate action itself to oppose such impairments. Publisher shall be obliged to fully and unrestrictedly support ShowHeroes in the defense of ShowHeroes' rights. This includes any legal fees or expenses of any other kind, and against any penalties that ShowHeroes was obliged to pay to third parties or to the competent Authorities and caused by the non-compliance, even partial, of the declarations in article 13 above, and to any other damages and expenses resulting from any other assumptions of responsibility related to Digital Media and/or Video Content transmitted through the Platform.
- 14.3. The Publisher acknowledges that the non-compliance with the Article 13.2, even if it refers to only one of the assumptions, constitutes a contractual breach and allows ShowHeroes to immediately terminate the contract without prejudice to compensation for damages.
- b. companies in which ShowHeroes has a direct or indirect interest and any of their employees;
- c. certified public accountants, lawyers and/or other professional advisors;
- d. prospective buyers or investors, provided that:
  - these persons or entities have been obliged by the disclosing party to keep all information secret and confidential and
  - the party that discloses information under this paragraph remains responsible for the acts and omissions of any such person or entity as though they were the acts and omissions of the disclosing party itself.
- e. Confidential Information can be disclosed without limitation:
  - to the extent necessary to comply with applicable laws, the rules of any stock exchange on which the shares of that party or its parent company may be listed, or a valid order of a court of competent jurisdiction or an arbitration tribunal or another competent authority;
  - in order to exercise or to enforce any of its rights pursuant to this document and/or if it is information relevant to Publisher's accounting obligations to its licensors. Disclosure of the entire Agreement or any press release in relation thereto shall be subject to the prior written approval of ShowHeroes (e-mail shall suffice).

## 15. Confidentiality

- 15.1. The parties shall keep all Confidential Information secret and confidential during the Term of the Agreement and thereafter. Confidential Information shall mean all terms and conditions of this document and information related to the disclosing party which emerges during and prior to the cooperation in accordance with this document, and which is not in or does not enter the public domain and/or was not already in the receiving party's knowledge. Third parties to whom such Confidential Information may be disclosed are:
  - a. employees and/or Companies belonging to ShowHeroes Group or which are affiliated to ShowHeroes Group;
- 15.2. Any confidentiality agreement separately concluded between the parties shall continue to apply. The confidentiality obligation contained in this section shall survive the termination of the STC and/or SA.
- 15.3. The parties acknowledge that, as a result or for the effect of these T&C, each Party (Receiving Party) may receive from the other Party (Disclosing Party), or otherwise learn, in any form, Confidential Information.
- 15.4. In such cases, the Receiving Party will be obliged to (a) ensure the confidentiality of Confidential Information, (b) not publish, reveal and disclose Confidential Information to third parties, without the prior written consent of the Disclosing Party, (c) use the Confidential Information solely to fulfill the duties provided by these T&C.

- 15.5. Publisher also agrees to keep confidential and to not disclose to third parties (a) the identity of the Advertisers, (b) the performance and payments related to the Video Campaigns published on the Property and (c) his Account and Registration Credentials.
- 15.6. Confidential Information is not subject to the obligations provided for by this article if: (a) already in the Receiving Party's possession at the time the same information from the Disclosing Party was received, without any restriction for its use or disclosure, (b) if it is or becomes public domain as long as not resulting from a violation of the obligations provided in this article, (c) received by the Receiving Party from a third party other than the Disclosing Party, which is not bound by obligations of confidentiality and non-disclosure, (d) produced by the Receiving Party without any use of the Confidential Information of the Disclosing Party, (e) whose disclosure is imposed by the observance of provisions of law or regulations, or for the realization of a measure taken by public authority.
- 15.7. Each Party agrees to take all appropriate measures and precautions suitable to ensure the confidentiality of the Confidential Information, and to ensure that its employees, agents, representatives, and collaborators will follow the obligations provided for in this article.

## 16. Privacy

- 16.1. The Parties agree to operate in accordance and to adhere to all applicable data protection laws and regulations, including the EU Regulation n.679/2016 (GDPR), where applicable. ShowHeroes will make the Privacy Policy available to the Publisher, in the appropriate section of the Site, which constitute an integral and substantial part of these T&C. Publisher declares that he has read and accepted the above-mentioned policies.
- 16.2. If, and to the extent that ShowHeroes is obliged to collect, process or use personal data on behalf of Publisher for the purposes of the performance of this Agreement, or has access to personal data of Publisher -for example, via remote access to systems of Publisher-, the parties will enter into an agreement governing the collection, processing and use of personal data pursuant to any applicable data protection laws and regulations. Publisher accepts the ShowHeroes data protection policy available at: [SHG Privacy Policy](#).
- 16.3. Publisher agrees to insert its Privacy Policy and cookie policies in the Digital Media, in compliance with the legislation and directives in force regarding the processing of personal data, also he agrees to implement a CMP (Consent Management Platform) on the Digital Media, according to the guidelines published by IAB Europe (Transparency and Consent Framework, TCF)
- 16.4. ShowHeroes reserves the right to carry out audits on Publisher's compliance with the provisions of article 16.4 above. In the event of non-compliance, ShowHeroes will block Publisher's account and access to the Platform by suspending the service, without prejudice to ShowHeroes's right to terminate the contract pursuant to the previous article 9.2.

## 17. Access authorization and Password

- 17.1. Publisher agrees to treat the access data and passwords required to access the ShowHeroes platform confidentially and will inform ShowHeroes without undue delay in written form of any unauthorized access to and/or use of its login credentials.
- 17.2. ShowHeroes encourages Publisher to use his or her real name. If Publisher is a business, government, or non-profit entity, Publisher must use the actual name of the respective organization. Publishers may not use someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable.
- 17.3. Publisher may grant access to Publisher's account to other team members subject to a seat limit. Publisher is responsible for the actions of those persons insofar as Publisher's team account is concerned.

- 17.4. Publisher shall be fully responsible for all acts carried out by any third party using its access data and/or passwords on its behalf.
- 17.5. Publisher will refrain from any acts or measures that could impair or jeopardize the functionality, operation or security of the Platform or the information processed and stored on the ShowHeroes platform.
- 17.6. If Publisher breaches any of the above duties and/or obligations, ShowHeroes shall be entitled to suspend or delete Publisher's account after reasonable consideration of Publisher's legitimate interests. In such cases, ShowHeroes will suspend Publisher's access authorization and notify Publisher.

## **18. Intellectual property rights**

- 18.1. Publisher recognizes ShowHeroes' intellectual property rights in its Services, the Platform and the Site and agrees to not modify, adapt, translate, decompile, decode, disassemble the Services, or otherwise attempt to extract the source code, or to not create or attempt to create a substitute or similar service or product through the use of or the access to the Services or proprietary and/or confidential information related to them.
- 18.2. ShowHeroes maintains the exclusive ownership of the name, logo, trademarks and distinctive brand elements of which it is the owner or licensee. The use by the Publisher of these distinctive elements is permitted only after written permission granted by ShowHeroes to the Publisher. Such authorization may in no way be considered as a trademark license or give any right to the Publisher of the aforementioned brand elements. No provision in these T&C, STC and/or SA will transfer the intellectual property rights of ShowHeroes to the Publisher, nor can it be interpreted in this way. The Publisher guarantees and agrees to not file, anywhere in the world, any application for the registration of intellectual property rights that are identical or similar or may be confused with the intellectual property rights of ShowHeroes. If Publisher becomes aware of acts of unfair competition

and infringements of intellectual property rights made by third parties and damaging ShowHeroes, he must promptly inform ShowHeroes.

- 18.3. Publisher approves the use by ShowHeroes of his name, brand and logo in presentations, marketing materials, press releases, customer lists, financial reports, lists of customer websites, search results pages.
- 18.4. Each Party agrees to act, for the duration of these T&C, STC and/or SA, in accordance with the applicable law related to copyright, and in particular, to not transmit, disclose, distribute, facilitate the distribution and circulation of copyrighted works, and to not promote the distribution of the same works, if not in possession of regular authorization. Each Party agrees to take all appropriate measures and precautions to ensure the safeguarding of trademarks and distinctive brand elements, agreeing to communicate to the other party any facts or information that she has learned that could be tied to or considered at risk of possible trademark and/or brand infringement.

## **19. Information requirements**

The Publisher declares and acknowledges that ShowHeroes has complied with the information requirements of the CE Directive n.31/2000. In particular, ShowHeroes makes available to the Publisher the information required by the Directive above, on the Site and in the T&C. ShowHeroes also makes available to the Publisher the present T&C on the Site, so that it is allowed to reproduce and save them.

## **20. Compliance**

Neither Publisher nor its employees and/or agents may commit any acts that could result in it or them being liable to prosecution for fraud or breach of a fiduciary duty, criminal insolvency, unfair competition offenses, bribery, corruption or similar offenses.

## 21. Auditing

Publisher is entitled to review the figures reported by ShowHeroes (itself or by an independent auditor). ShowHeroes will bear the costs of an audit if revenue-share relevant data within the scope of the respective contract deviates by more than 10% from the reported figures.

## 22. Bankruptcy

- 22.1. Publisher represents and warrants that with regard to the rights granted under this document there are no extraordinary termination, withdrawal and/or other contractual rights which may cause said rights to expire or to be transferred to third parties in the event of a bankruptcy petition being filed or composition proceedings instituted with regard to Publisher's estate or if Publisher becomes insolvent or is in default of its payments or other resolatory conditions for the own acquisitions of title come into effect.
- 22.2 In the event of a bankruptcy petition being filed, or bankruptcy proceedings being instituted, or a petition for instituting legal composition proceedings being filed, or composition proceedings being instituted with regard to Publisher's estate, the rights transferred to ShowHeroes shall not be affected in any way, according to applicable law.

## 23. Governing Law and Jurisdiction

- 23.1. These T&Cs are interpreted and constructed in accordance with the laws of the Federal Republic of Germany, with the exclusion of the U.N. Convention on Contracts for the International Sale of Goods and the rules of private international law.
- 23.2. The exclusive place of jurisdiction for all legal disputes arising from or in connection with these T&Cs is Berlin. Notwithstanding the foregoing, ShowHeroes reserves the right to take legal action at other legally competent courts.
- 23.3. Arbitration proceedings have not been agreed.

## 24. Take-Down Policy

- 24.1. If ShowHeroes becomes aware of a Brand Safety violation during weekdays, ShowHeroes will take down the misplaced ad within 12h local time; if the written notification is received during weekends or holidays, ShowHeroes will take down the misplaced ad by 24 pm local time on the following business day. ShowHeroes will fully investigate the cause of the violation and take any necessary actions to prevent a recurrence.
- 24.2 Self-serve Publishers are able to pause the delivery of the ads by logging onto the ShowHeroes Publisher Suite platform.

## 25. Miscellaneous

- 25.1. These T&C, the STC and any Service Agreements (SA), the introduction and any Annexes attached to the STC or to the SA, constitute the entire Agreement between the Parties and supersede any prior agreements, whether written or oral, express or implied, unless otherwise desired. No modification or integration of these T&C and/or STC or any SA agreed between the parties will be effective and binding between them if not resulting from a written and signed agreement by the representatives of ShowHeroes and the Publishers duly authorized for this.
- 25.2. The Publisher may assign or transfer its rights or obligations resulting from the T&C only with the prior written permission of ShowHeroes.
- 25.3. No Party shall be limited in exercising the rights deriving from the T&C, unless it has signed an express waiver for this.
- 25.4. If any provision of these T&C becomes illegal, invalid or otherwise unenforceable according to the law of any jurisdiction, this shall not affect the legality, validity or enforceability of any other provision of these T&C.
- 25.5. In no event shall these T&C provide for the creation of Publisherships or fiduciary or agency relationships between

the Parties. Nothing in these T&C may constitute or confer any right or other benefit in favor of third parties.

25.6. Publisher shall inform ShowHeroes of any changes in Publisher's corporate form, business address or similar without undue delay. If Publisher should fail to provide such information without undue delay, it shall be liable for any negative consequences and costs.

25.7. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under these T&Cs then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

25.8. If Publisher is a Consumer and located in Italy, the following clauses apply:

– Governing law and Jurisdiction:

The provisions of point 23 above shall not prejudice the applicable law and the different Consumer Jurisdiction provided by the Consumer Code (D. lgs. 206/2005), if applicable.

– Clauses of specific approval:

Pursuant to art. 1341 and 1342 of Italian Civil Code, Partner declares that he has specifically read, understood and approved the following articles of the T&C: Art. 2.3 (Tacit renewal of the contract); Art. 3 (Registration); Art. 4.3 (Publisher service); Art. 6.1 b) and c) (Software as a Service (SaaS)); Art. 7.4, 7.5 and 7.6 (Platform, Site and Unit); Art. 8.9 and 8.10 (Payments); Art. 9.4 and 9.5 (Faculty to suspend execution); Art. 11 (Limitations and exclusion of liability); Art. 13 (Declarations and Warranties); Art. 16 (Privacy); Art. 23 (Governing Law and Jurisdiction).

25.9. **If Publisher is located in Germany**

Product Placement: Publisher acknowledges that media service providers (hereunder called Publishers) are obliged to inform viewers about Product Placements included in content if the Program was produced on or after 19 December 2009, due to the German Broadcast Services State Treaty (Rundfunkstaatsvertrag, RStV). Product Placement means any form of audio-visual commercial communication, consisting of the visible inclusion of, or reference to, a product, service, or the trademark thereof, so that it is featured within a Program, in return for payment or for other similar consideration for trade promotion purposes. The free-of-charge provision of goods or services, such as Program props, is considered Product Placement if the goods or services involved are of significant value. Currently, the relevant limit for the determination of one provider's goods/services is 1% of the Program's costs, where the minimum value of such goods and/or services is EUR 1,000.00 (one thousand Euros).

For Programs produced on or after 19 December 2009, Publisher shall thus notify ShowHeroes about actually included Product Placements by providing complete and accurate metadata during the upload of the Program to the Platform which are also transferable to third parties. Publisher shall provide ShowHeroes with a comprehensive list of all actually implemented Product Placements on request whereas the respective value, even if the value is below the significant value is specified. Absence of such a notification shall constitute a statement that the respective Program does not contain any Product Placements.