

## Terms and Conditions for Digital advertising

This agreement was last revised on March 18th 2025 and has version nr 0.3.

### 1. Introduction

This Terms and Conditions for Digital Advertising (hereinafter referred to as "Agreement") creates an agreement with AfricaMediaPro (referred to as AfricaMediaPro) as soon as you, The Publisher or any party will make use of the services of AfricaMediaPro in the field of digital advertising.

If there is any conflict between the terms of the general and Commercial (main) Agreement and this agreement, the terms of the Commercial Agreement will prevail.

#### 1.1. Purpose

This agreement aims to enable the two parties to work together effectively and to address the specific elements of advertising services adequately. The wording of the document is based upon the relation of a partnership, whereby both parties have an aligned interest in the performance of the service.

The Publisher desires to utilize the services as described in section 3, in order to benefit from transactions between Publisher and Advertisers/Direct Advertisers. AfricaMediaPro agrees to provide the Service, for a fee, pursuant to the terms of the Main Agreement.

#### 1.2. Applicability and amendments

By accessing or using the Service, including by embedding our code on your site, you signify that you have read, understood, and agree to be bound by this TC AfricaMediaPro may, in its sole discretion, modify or update this Agreement from time to time, When we change this Agreement, we will update the 'last revised' date at the top of this page. If there are material changes to this Agreement, we will notify you either by posting a notice of such changes prior to implementing the change or by directly sending you a notification. Your continued use of the Service after any such change constitutes your acceptance of the new Terms and conditions. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, Publishers, and others who access the Service ("Publishers").

## 2. Scope

### 2.1. Definitions and interpretation

**In this Agreement, unless the context otherwise requires:**

**Ad Inventory** means any blank or unfilled digital advertising unit available for purchase on the Publisher Media for the placement of Ads which has been provided to AfricaMediaPro for sale to Advertisers and Direct Advertisers.

**Ads or Advertisement** means any type of advertising materials (such as text messaging, audio and video files, rich media, content, text, and graphic files), including but not limited to banners, buttons and text links.

**Advertiser** means any party other than a Direct Advertiser engaged in purchasing Ad Inventory or placing Ads on Publisher Media, including any ad network, ad exchange, demand-side platform, agency trading desk, advertising agencies, and other media buyer.

**Company Data** means data which Publisher derives from sale of Ad Inventory.

**Direct Advertiser** means any independent party or its advertising agency acting on behalf of an independent party, which purchases Ad Inventory to place its own Ads on Publisher Media through Google Admanager without using any type of intermediary to establish the connection.

**Ad Tag** means any HTML, JavaScript or any other programming code that requests an ad from an ad server.

**Ad Manager or GAM** means the Google Ad Manager.

**Multiple Customer Management (MCM)** means Multiple Customer Management (MCM) is a feature within Google Ad Manager that enables publishers to delegate the management of their ad inventory to third-party Parent Publishers, like AfricaMediaPro. MCM allows for two types of delegation—Manage Account (MA) and Manage Inventory (MI)—offering flexibility based on the publisher's level of control and access preferences.

**Manage Account (MA)** means the Delegation type Manage Account (MA). This delegation method grants the Parent Publisher full editing access to the Child Publisher's Google Ad Manager (GAM) account. The Child Publisher retains visibility and control while the Parent manages the entire ad inventory. This model suits publishers who want direct control over their inventory while leveraging a single trusted partner.

**Manage Inventory (MI)** means the Delegation type Manage Inventory (MI). This delegation method allows a Child Publisher to assign segments of their ad inventory to multiple Parent Publishers, who manage them through their own GAM 360 accounts. The Child Publisher has no access to these

settings. This model suits publishers who do not require direct control and prefer working with multiple Parent Publishers.

**Net Revenue** means the revenue actually received by AfricaMediaPro from Advertisers and Direct Advertisers with respect to the Service less those costs deducted by reference to licensing fees, transaction fees, bad debt, taxes, commissions, third party hosting, ad serving, referral fees, technology fees, etc.

**Native Advertising** means the ad content designed to appear in the context of the surrounding editorial content, making it less intrusive and more likely to be perceived as a natural sequence of the consumption of editorial content by the visitor. The best known providers of native advertising solutions for publishers are Outbrain and Taboola.

**Personally Identifiable Information** or **PII** means information that by itself can be used to identify a specific individual. PII includes a person's name, address, phone number or email address.

**Publisher** means the owner or controller of the websites, applications, mobile websites, mobile applications and other media

**Publisher Media** means the websites, applications, mobile websites, mobile applications and other media: (i) owned and controlled by Publisher as listed in Appendix A to this Agreement, or (ii) on which the Publisher otherwise has the right to sell Ad Inventory.

**Service** means technology and related agency services provided by AfricaMediaPro to facilitate the sale of Ad Inventory to Advertisers/Direct Advertisers.

**Website** means a collection of Web pages, typically common to a particular domain name or sub domain on the World Wide Web on the Internet.

## 3. **Services**

### 3.1. **General**

AfricaMediaPro will provide Services as described in this section 3 and with reference to the section definitions, specifically describing MCM and its delegation types, by using commercially reasonable efforts to optimize the sales of Ad Inventory to Advertisers and Direct Advertisers for which AfricaMediaPro will be entitled to fees as provided in Section 5 below. The nature and scope of services provided by AfricaMediaPro to Publisher will depend on the type of delegation selected. Under Manage Inventory (MI), AfricaMediaPro will determine the management, marketing, sale, and distribution of Ad Inventory at its sole discretion. Under Manage Account (MA), these aspects will be managed in consultation with the Publisher, who retains control.

## 3.2. Direct Advertising

Publisher will get access to its own ad impressions inventory in the Ad Manager and is able to sell part of the ad impressions inventory to Direct Advertisers (Direct Campaigns). AfricaMediaPro will ensure the delivery of Direct Campaigns via prioritising, and Direct Campaigns will be delivered in full, assuming the inventory is available.

In case AfricaMediaPro will be involved in Direct Advertising for the Publisher, the price of Ad Inventory sold to Direct Advertisers will be set by AfricaMediaPro on a campaign to campaign basis.

## 3.3. Reporting

Publisher will get access to a dashboard that provides an overview of the performance of AdManager and/or Native Advertising, including preliminary numbers for daily revenues.

## 3.4. Responsibility of publisher

The Publisher will commit itself to do everything that is needed, like placing the ad tags on the publishers page, to optimise the monetisation of its ad inventory, according to the monetisation strategy that both parties agreed upon. The Publisher will also commit to abide and sign the guidelines of Google Ad Manager and the obligations from the Multiple Customer Management Child Authorisation Agreement.

## 3.5. Ad limitations

The Publisher will not attempt to, and will not assist or knowingly permit any third party to: (a) sell Ad Inventory on Websites with content that violates or infringes upon the rights of any third party, or is obscene, deceptive or otherwise violates any law; (b) modify any Ad tag in such a way as to adversely impact AfricaMediaPro' ability to serve Ads or count Ads impressions or a Publisher's ability to view an Ad.

## 4. Administration of Publisher Media and Ad Inventory

### 4.1. Description of Ad Inventory

All forms of Ad Inventory eligible through the Google Ad Manager will be subject to this Agreement unless agreed otherwise. For additions or changes, Publisher must notify AfricaMediaPro via email. Any change can be implemented only after it has been approved by AfricaMediaPro.

### 4.2. Compliance with laws

Publisher shall operate the Publisher Media in compliance with all applicable laws and regulations, including laws related to the removal of copyrighted material from websites

and relating to the collection, use and protection of the personal data of persons who access the Publisher Media (including special requirements relating to children, if applicable).

#### **4.3. Delivery of sold ads**

Publisher shall be obliged to serve all Ads of Advertisers/Direct Advertisers which AfricaMediaPro has managed to sell when providing the Service.

#### **4.4. Use of company data**

Publisher will own all Company Data and permit AfricaMediaPro to use and disclose such Company Data: (a) as aggregate Service statistics; including but not limited to impression level data (b) to provide, manage, maintain, and enhance the Service to AfricaMediaPro' customers and clients (including, disclosure of impression information to the relevant counterparties in Publisher's advertising transactions); (c) as elected by Publisher in connection with Publisher's use of the Service; and (iv) to third parties whose services Publisher elects to use, such as application and data providers. AfricaMediaPro will act in compliance with all applicable data protection laws.

#### **4.5. Privacy**

Publisher will ensure that Publisher Media contains: (i) a privacy policy that (A) discloses usage of third-party technology to collect and use data in connection with the Service, (B) complies with all applicable privacy laws, and (C) if data is collected for interest-based advertising purposes, provides the Publisher with a choice to opt out of interest-based advertising through the Services to the extent the Website technology permits; and (ii) a mechanism to obtain with respect to the Service, Publishers' prior and informed consent to the use of third-party technology (reasonable evidence of which shall be maintained to the extent so required), if required by applicable law.

### **5. Financial Conditions**

#### **5.1. Payments of sold ads**

All Advertisers and Direct Advertisers acquired as a client by AfricaMediaPro shall be directed to make all payments with respect to the sale of Ad Inventory directly to AfricaMediaPro in accordance with Payment and related instructions specified by AfricaMediaPro. E.g. in case that Google enables direct payments from Advertisers to Publisher, AfricaMediaPro will support and enable such direct payment.

## 5.2. Remuneration of AfricaMediaPro

For its services, AfricaMediaPro is entitled to a fee expressed as a percentage of the net (advertising) revenue collected on behalf and for Publisher unless agreed otherwise.

Payment shall be made to Publisher not later than 10 days after AfricaMediaPro has effectively received the Net Revenues from such Advertisements, adjusted as applicable to account for any Adjustments within the meaning of Section 5.3. below. Payments will be processed by direct bank transfer to the bank account of the Publisher as notified in writing to AfricaMediaPro.

The Publisher shall entirely bear all taxes and commissions for the bank transfer. A minimum of EURO 500 (five hundred) must be accrued in order for a wire transfer to be initiated.

## 5.3. Adjustments

As used in Section 5.2. above, "Adjustments" means monthly adjustments made as applicable in order to reconcile Publisher's account. Examples of Adjustments include but are not limited to: (a) deducting any amounts which have been claimed back from the Advertisers/Direct Advertisers or deducted by them from payments for other periods, (b) reporting and statistical errors or/and adjustments made due to currency exchange and (c) adding amounts previously withheld by or not collected from Advertiser/Direct Advertiser.

## 5.4. When advertiser's refusal to pay

Publisher acknowledges and agrees that Advertisers/Direct Advertisers might refuse to pay on impressions, clicks or actions determined to be fraudulent, artificially inflated or otherwise invalid, or for any other reason it might turn impossible for AfricaMediaPro to collect the due payments. Therefore, Publisher acknowledges that it will not be paid if AfricaMediaPro does not receive payment from the applicable Advertiser/Direct Advertiser, provided, however that AfricaMediaPro agrees it will use commercially reasonable efforts to investigate, demand reasonable evidence, and obtain payment from, such Advertiser/Direct Advertiser. Unless otherwise stated, all payments from AfricaMediaPro to the Publisher shall be made in EUROS.

## 5.5. Payments and taxes

All payments due to Publisher under this Agreement are exclusive of taxes, duties, levies, tariffs, and other governmental charges (collectively, "Taxes"). Publisher will be responsible for payment of all Taxes and any related interest and penalties resulting from any payments made hereunder. If the Publisher is a taxable person in an EU member state, payments made to the Publisher will be VAT exclusive only in case the Publisher holds a valid VAT number; otherwise, payments made to the Publisher will be deemed to include VAT and no additional amounts will be due. AfricaMediaPro must be notified immediately by the Publisher in case of VAT number change, cease to be VAT registered, sell or otherwise dispose of Publisher's business.

## 5.6. Invoice

The parties hereby agree that for any amount due by AfricaMediaPro to Publisher under this Agreement, AfricaMediaPro may issue a self-billing invoice for which AfricaMediaPro will promptly notify the Publisher through email. Such invoices shall be deemed accepted by Publisher unless it notifies AfricaMediaPro otherwise with an explanation why the self-billing invoice is not correct.

## 6. Liability. Limitation of Liability - specifics

### 6.1. Non performance

In case of non-performance by the Publisher of its obligation under Section 4.3. to complete the serving of Advertisements as agreed between AfricaMediaPro and Advertiser/Direct Advertiser, Publisher shall compensate AfricaMediaPro for any damages and expenses suffered in connection with claims of Advertisers/Direct Advertisers due to non-performance of AfricaMediaPro' obligations for Advertisements to be served on Publisher Media.

### 6.2. Liability with respect to Ads, Ad Inventory or any Websites

AfricaMediaPro is neither the buyer nor the seller in advertising transactions related to Ad Inventory, and therefore AfricaMediaPro does not assume, and expressly disclaims, liability with respect to Ads, Ad Inventory or any Websites. AfricaMediaPro shall not be liable for the actions of any Advertiser/Direct Advertiser in connection with such Advertiser's/Direct Advertiser's utilization of any Publisher Media. In addition AfricaMediaPro shall not be liable

for the content of any such Advertiser's/Direct Advertiser's Advertisement or other advertising material and whether it complies with applicable law.

### **6.3. No Liability for what is beyond our power**

Neither party shall be liable for any delay or failure in performing its obligations hereunder due to causes beyond the reasonable control of the respective party, including but not limited to, natural disaster, strikes, lock outs, war (declared or undeclared), mobilization (preparation for war), revolutions, riots, sabotage, terrorism or acts of any governmental authority.

### **6.4. Maximum as to liability**

AfricaMediaPro' maximum aggregate liability with respect to all claims by the Publisher for indemnification will not exceed the total amount of fees paid by Publisher to AfricaMediaPro during the last 3 months before the date when the liability arose.

## **7. Confidentiality**

### **7.1. Confidential information**

"Confidential Information" of a disclosing party hereunder ("Discloser") means all of the Discloser's non-public information, including without limitation, the terms of this Agreement. The Data is the Confidential Information of AfricaMediaPro. The Publisher Data is the Confidential Information of Publisher.

### **7.2. Use confidential information**

Confidential Information of Discloser shall not be used by the other party hereto ("Recipient") for any purpose other than performing Recipient's obligations or exercising Recipient's rights as contemplated hereunder, and Recipient will not otherwise at any time disclose the Confidential Information of Discloser to any third party without Discloser's prior written consent.

### **7.3. Prudent care of confidential information**

Recipient agrees that it shall treat all Confidential Information of Discloser with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Notwithstanding the foregoing, Recipient may disclose Confidential Information (i) to the extent required by law or (ii) to its employees, attorneys, accountants, banks and other financing sources and their advisors under an

obligation of confidentiality.

## **8. REPRESENTATION AND WARRANTIES**

Each Party represents and warrants to the other party that (i) it holds all rights necessary to perform its obligations hereunder and (ii) all information provided by it to the other party is complete, correct and current. Publisher further represents and warrants that (a) Publisher owns or is otherwise authorized to use, and is solely responsible for, the Content posted on any of Publisher Media and (b) Publisher holds, and hereby grants to AfricaMediaPro, all rights necessary for AfricaMediaPro to perform its obligations hereunder.

## **9. TERM, TERMINATION, TEMPORARY OR PERMANENT SUSPENSION**

### **9.1. INITIAL TERM:**

If not defined otherwise, The initial term of for the provision of Services shall be for 180 days starting from the date of creation of the Publisher Account with the Website (Initial 180 Day Period). Any extension of an agreement will be for a full year and the termination of an agreement should be notified to AfricaMediaPro 3 months in advance.

### **9.2. Temporary suspension**

Without limiting other remedies, AfricaMediaPro may limit Publisher's activity, temporarily suspend, indefinitely suspend, or refuse to provide the Website services to the Publisher if, within the sole and independent judgment of AfricaMediaPro:

1. Publisher breaches or AfricaMediaPro anticipate that Publisher might breach these Terms.
2. AfricaMediaPro is unable to verify or authenticate any information provided by Publisher.
3. AfricaMediaPro believes that Publisher actions may cause financial loss or legal liability to other Publishers or to AfricaMediaPro.
4. Harm or intimidate another person in any way, including restricting or inhibiting any other user from using the Website;
5. Impersonate any person or entity, or falsely state or otherwise misrepresent your
6. affiliation with any person, through the use of similar email addresses,
7. nicknames, or creation of false account(s) or any other method or device;
8. Encouraging others to violate this Agreement;
9. Refusing to follow the instructions or directions of AfricaMediaPro's staff.

## **10. INDEMNIFICATION**

Each party indemnifies, defend and hold harmless the other party and its agents, affiliates and licensors from any and all losses, claims, damages, liabilities and expenses in relation to any third-party claims or any government or industry investigation, including reasonable costs of investigation and reasonable attorneys' fees ("Claims") brought against the indemnified Party arising out of or related to any breach of this Agreement by indemnifying party or due to Indemnifying Party's negligence, misrepresentation or default.

## **11. DUTIES AND OBLIGATIONS OF THE PUBLISHERS**

### **11.1. Illegal acts**

Publisher undertakes not to use the Website for illegal purposes and the Publisher shall not violate any law, statute, ordinance or regulation relating to the use of the Website and the services provided by AfricaMediaPro through the Website.

Publisher shall not indulge in any activity or transaction, through the Website, that could cause AfricaMediaPro to violate any applicable law, statute, ordinance or regulation.

### **11.2. Acceptance of this Agreement and authority to commit Publisher**

Publisher agrees that he/she has read, understood, and agrees to be bound by these terms and the privacy policy statement of the Website.

By registering herself as a Publisher, the Publisher represents and warrants that the Publisher is legally capable of entering into binding contracts.

### **11.3. Accurate information and responsible use of confidential data or other data**

Publisher agrees to provide accurate personal information while registering with the Website. Publisher agrees that the Publisher alone shall be fully responsible for protecting the privacy of the Publisher name and the password. A Publisher shall ensure that the password is not misused by anyone.

Publisher shall not interfere with or disrupt the Publisher Media, or networks connected to, or any activity conducted on the in any manner including, but not limited to, use of viruses or other similar computer programming.

Publisher shall not use any robot, spider, scraper or other device or automated means to access the Publisher Media, or to monitor the activity, or copy pages and other contents from the Publisher Media, except in the operation or use of an internet "search engine", hit counters or similar technology.

## **12. Jurisdiction**

This agreement is governed by the law of the Netherlands. If a dispute arises out of (or relates to) this Agreement or the breach thereof, the parties agree to submit said dispute to binding arbitration held in the Netherlands, and administered in accordance with the then current arbitration guidelines and rules and the parties further agree that any judgment or award rendered by said arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party remains entitled to seek equitable relief in a court of competent jurisdiction located in the Netherlands.