The MediaGrid Buyer and Seller Policies

Last updated: 11 May 2022

These policies apply to The MediaGrid's publisher partners that use The MediaGrid Platform. Partners of The MediaGrid that do not comply with these policies may have their access to The MediaGrid Platform suspended temporarily or permanently.

Any defined terms set out in your agreement with The MediaGrid relating to your use of The MediaGrid Platform shall apply to these policies.

The MediaGrid reserves the right to amend these policies from time to time by giving notice of this to you in writing and your continued use of The MediaGrid Platform after such notification shall constitute your deemed acceptance.

Sell-side Publisher Policies

If you use The MediaGrid Platform to sell media, you must ensure that all media you make available through The MediaGrid Platform complies at all times with The MediaGrid Publisher Policies set out below. Failure to comply with these Policies may lead to immediate suspension of your connection to The MediaGrid Platform.

Nota Bene: The MediaGrid Partners must ensure compliance with Criteo's supply partner guidelines at all times.

- 1. You must comply with all applicable privacy laws, rules, regulations, and sanctioned programs, including without limitation applicable intellectual property rights of any third party and Internet advertising industry guidelines including the self-regulatory principles/code of conduct of the Network Advertising Initiative, the Interactive Advertising Bureau, and the Digital Advertising Alliance.
- 2. You must ensure that proper consent is acquired prior to collecting, using, or disclosing personal information from children 13 or younger.
 - O Such consent must be declared to The MediaGrid via the Regulation Object
 - If you believe a user viewing your website is 13 or younger, you must mark the respective request(s) sent to The MediaGrid as coppa=1
 - If you deem your Site or content of the Site to be oriented towards children 13 or younger, you must declare ALL requests sent to The MediaGrid as coppa=1>
- 3. The Site and content of the Site must not endanger the security of The MediaGrid Platform or its users;
- 4. Sites that display Ads must not contain any of the following:
 - o content that is illegal, promotes illegal activity, or infringes on the legal rights of others. This includes but is not limited to content containing child pornography and unauthorized use of copyrighted material;
 - o pornographic, adult, or mature content;
 - violent content;
 - o content related to racial intolerance or advocacy against any individual, group, or organization;
 - hacking/cracking content;
 - o drugs both illicit and recreational, defined as substances that alter mental state or induce "highs," as well as ads for products or services marketed as facilitating drug use;
 - Examples include cocaine, heroin, other illegal opioids, as well as substances that could be used to create "legal highs" such as medical marijuana;
 - sale of tobacco or tobacco-related products, including but not limited to electronic cigarettes and vapes, pipes, bongs, cigarettes, cigars, etc.;
 - Advertising clearly intended for smoking cessation is allowed. Electronic cigarettes and chewing tobacco cannot be advertised even when marketed as smoking cessation.
 - sale of prescription drugs;
 - sale of weapons or ammunition, including by not limited to firearms, firearm components, fighting knives, or stun guns.

Please click here to view The MediaGrid's Media Seller Take Down Policy

- 5. You must opt in to trade in 'Sensitive Categories.' Sensitive Categories are advertising categories that contain content that is legally permissible only in certain jurisdictions and/or circumstances and/or which may be difficult for a publisher to accommodate due to the sensitive nature of the Ad content. To opt in to The MediaGrid's Sensitive Categories, you must sign a trading addendum relating to the category you wish to trade as described below. To request a trading addendum, please reach out to trading@themediagrid.com. You may also be required to agree to certain additional conditions relating to such Sensitive Categories. Sensitive Categories for Ads on The MediaGrid Platform include the following:
 - Gambling or casino-related content, including but not limited to online or offline gambling or betting:
 - "Online gambling" is defined as promotion of online, real-money gambling for money and/or 'monies worth', as well as the promotion of sites that contain or link to content relating to online gambling;
 - "Offline gambling" is defined as promotion of physical, real-money gambling for money and/or 'monies worth', activity or establishments;
 - "Online non-casino games" is defined as any internet-based game where money or other items of value are paid or wagered, in exchange for the opportunity to win real money or prizes based on the outcome of games, such as fantasy sports, online tournaments, or video games played for money or prizes.
 - Content for sale of alcohol, including beer, wine, and liquor.
- 6. Sites must not:
 - use artificial means to inflate impressions, conversions and/or clicks, including but not limited to click fraud or any other method of fraudulent activity.
 - induce clicks from users or third parties by (i) offering compensation or other incentives to click on the ad; (ii) formatting or labelling the ads or the surrounding content so as to trigger inadvertent click of the ads; or (iii) otherwise soliciting the user to click the ad;
 - provide inventory from systems that overlay ad space on a given site without express permission of the site owner;
 - change user preferences or initiate downloads without the user's explicit consent; or
 - o distribute malware or redirect users to unwanted websites, including malware, or contain pop-ups or popunders that interfere with site navigation.

7. Sites must:

- o comply with NAI/IAB/AAAA guidelines for spam;
- have explicit authorized permission from publishers to place ad content within the publisher's page;
- o obtain express (i.e. opt-in) consent from end users;
- ensure that all applicable privacy policies disclose all applicable information including the collection, processing, or disclosure;
- have permission and disclose to user that it collects any user data, including but not limited to any location data that is collected, processed, or which identifies or can be used to infer an end user's precise geographic location, such as GPS, Wi-Fi or mobile cell tower data; and
- o provide accurate domain information in calls to the Services.
- 8. Sites should:
 - o Comply with the <u>Better Ads Standards</u> for ad experiences as defined by the Coalition for Better Ads
- 9. Video inventory coming from a site is allowed only when the site (i) owns the video player, (ii) owns the video content, or (iii) holds exclusive sales rights to the video content.
- 10. Video inventory coming from a site must provide in its calls accurate information in the description URL fields and any other required parameters for each ad unit.
- 11. Interaction of Ad with Video Player. Once The MediaGrid has returned an ad in response to a request from a publisher, the ad must be displayed until (i) the ad itself finishes playing; (ii) the user skips or closes the ad; or (iii) the end user navigates away from the video content by, for example, closing the browser window with the page displaying the video. Content playback must be paused when a user clicks on an ad.
- 12. Video Ad Placement. Only one video ad may be displayed within the video player at any given time. You may not (i) obscure, hide, or remove any elements of the ad units, (ii) place the ad such that it obstructs the video player's play, pause, volume or any other controls, or (iii) hard-code the ads into the content stream.

If you use The MediaGrid Platform to buy media, you must ensure that all advertising you make available through The MediaGrid Platform complies at all times with The MediaGrid Creative Policies set out below. Failure to comply with these Policies may lead to immediate suspension of your connection to The MediaGrid Platform.

Nota Bene: The MediaGrid Partners must ensure compliance with Criteo's advertising guidelines at all times.

- All advertising must comply with all applicable privacy laws, rules, regulations, and sanctioned programs, including
 without limitation all applicable intellectual property rights of any third party and Internet advertising industry
 guidelines including the self-regulatory principles and code of conduct of the Network Advertising Initiative, the
 Interactive Advertising Bureau, and the Digital Advertising Alliance.
- 2. Advertising must not endanger the security of The MediaGrid Platform or its users, or make a call to a Service which endangers the security of The MediaGrid Platform or its users.
- 3. Advertiser agrees to:
 - o not resell ad units, except with explicit publisher approval;
 - serve an ad unit to the publisher with the correct technical guidelines and requirements for said publisher ad unit, except with explicit publisher and advertiser approval.
- 4. Advertising must not contain any of the following:
 - o content that is illegal, promotes illegal activity, or infringes on the legal rights of others. This includes but is not limited to content containing child pornography and unauthorized use of copyrighted material;
 - o pornographic, adult, or mature content;
 - violent content;
 - o content related to racial intolerance or advocacy against any individual, group, or organization;
 - hacking/cracking content;
 - drugs both illicit and recreational, defined as substances that alter mental state or induce "highs," as well as ads for products or services marketed as facilitating drug use:
 - Examples include cocaine, heroin, other illegal opioids, as well as substances that could be used to create "legal highs" such as medical marijuana.
 - o content relating to the sale of tobacco or tobacco-related products, including but not limited to electronic cigarettes and vapes, pipes, bongs, cigarettes, cigars or other related matters;
 - Advertising clearly intended for smoking cessation is allowed. Electronic cigarettes and chewing tobacco cannot be advertised even when marketed as smoking cessation. Media buyers must accurately declare the applicable advertising category for the creative(s) that they are using in a bid response.
 - content relating to the sale of prescription drugs;
 - o content relating to the sale of weapons or ammunition, including but not limited to firearms, firearm components, fighting knives, stunguns:
 - o auto-play audio elements;
 - pop-up or pop-under content;
 - shaking or blurry images;
 - o advertising that is not within the specified ad unit size parameters;
 - o multiple advertising units per advertising slot; or
 - auto-refresh advertising units.
- 5. You must opt in to trade in 'Sensitive Categories.' Sensitive Categories are advertising categories that contain content that is legally permissible only in certain jurisdictions and/or circumstances and/or which may be difficult for a publisher to accommodate due to the sensitive nature of the Ad content. To opt in to The MediaGrid's Sensitive Categories, you must sign a trading addendum relating to the category you wish to trade as described below. To request a trading addendum, please reach out to trading@themediagrid.com. You may also be required to agree to certain additional conditions relating to such Sensitive Categories. Sensitive Categories for Ads on The MediaGrid Platform include the following:
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 gambling;
 - "Offline gambling" is defined as promotion of physical, real-money gambling for money and/or 'monies worth', activity or establishments;

- "Online non-casino games" is defined as any internet-based game where money or other items of value are paid or wagered, in exchange for the opportunity to win real money or prizes based on the outcome of games, such as fantasy sports, online tournaments, or video games played for money or prizes.
- O Content for sale of alcohol, including beer, wine and liquor.
- 6. All advertising must not:
 - o fraudulently or misleadingly induce a user to click on an Ad;
 - o change user preferences or initiate downloads without the user's explicit consent;
 - distribute malware or redirect users to unwanted websites, including malware, or contain pop-ups or popunders that interfere with site navigation; or
 - contain fraudulent methods to inflate or arbitrage ad impressions, including advertising stacking or calling other advertising units at run time.
- 7. All advertising must:
 - o comply with NAI/IAB/AAAA guidelines for spam; and
 - have explicit authorized permission from an advertiser or agent to use specified ad content.
- 8. All advertising should:
 - o Comply with the Better Ads Standards for ad experiences as defined by the Coalition for Better Ads
- 9. You agree to observe BidSwitch's online technical specifications relating to the use of the BidSwitch Platform (available at http://docs.bidswitch.com as updated by BidSwitch and advised to you from time to time).