

Holid.io - User Agreement

This is a user agreement issued by Holid AB, Tjärhovsgatan 34, 116 21 Stockholm, VAT-Number: SE559071295501. By using Holid's service and technology, users agree to the terms and conditions in appendix 1. For any questions related to this agreement please do not hesitate to reach out to us. Contacts are listed under *10. Contacts at Holid*.

1. Background

The service that Holid provides comprises optimizing the Customer's advertisement-inventory through a number of advertisement networks, market platforms and direct advertisers. The goal is to maximize the revenue on the Customer's website.

2. The agreement

Holid optimizes revenue for the ad inventory on the Customer's website. Holid manages and optimizes several advertisement management systems and puts advertisers in bidding against each other. Customer formulates relevant ad slots together with Holid to meet the market's demand.

Holid is an exclusive provider of advertisement and technology on agreed ad slots of the Customer. Holid is an exclusive seller of the Customer's data. Direct advertisement requests should be directed to the assigned contact person at Holid, where Holid will try to broker a deal.

Holid has the right to promote the Customer's website against Demand Side Platforms (DSPs), networks and advertisers without limitations. Holid also has the right to use the Customer's brand as reference on Holid's website and in presentation materials. Possible limitations are to be announced and confirmed in separate documentation. The Customer has the right to deny advertiser-categories using blocklists.

Content of Publisher's website or affiliated media of Publisher can not infringe any personal rights, intellectual rights or copyright property, and content shall under no circumstances include any of the following:

1. Ethnic, political, racist or that which contributes to generate hate or other types of objectionable content.
2. Investments, financial advice or opportunities to make money that are not allowed by law.
3. Free or blasphemy violence.
4. Material which is abusive, such as defamatory material, or that which constitutes a threat of physical harm to others.
5. Promotion of activities such as unregulated online gambling, counterfeit money, how to build a bomb or other illegal substances or activities.
6. Software piracy (for example: P2P, Bit Torrent, Warez, Hotline, etc.).
7. Hacking the phreaking. Invalid traffic, invalid clicks.
8. Any activity that is illegal or contrary to the law.
9. Content for adults.
10. Any impersonation, or the diversion or redirection of traffic from websites related to adult or pornographic content in an effort to gain traffic is prohibited.

3. Statistics

Holid processes statistics on a regular basis in order to plan for optimization and sales. The Customer has the right to get statistics on a regular basis.

4. Commission and payment

Holid obtains a 40(forty) percent commission of revenue earned from ad sales through connected systems and advertisers. The Customer will get a monthly report which also serves as a self invoice within 10 days from the end of the calendar month. The Customer gets self invoices based on net revenue from systems and advertisers after deductions for credit loss and other adjustments has been made. Holid's commission is based on reported net-revenue.

Invoices are created on a monthly basis from Customer with 60(sixty) days of payment condition.

5. Length of agreement

This partnership agreement is an ongoing contract with 3(three) months of notice.

6. Breach of contract

If Holid or the Customer substantially overrides their commitments stated in this agreement and does not act to improve the situation within 10(ten) days after the party has been requested to, the other party has the right to terminate this contract without delay. Any damages cannot add up to a higher fee than Holid's historical commission and not more than a Swedish base-price amount.

7. Disputes

This Agreement shall be governed by and construed in accordance with the laws of Sweden. With respect to any disputes arising out of or related to this agreement, the Parties consent to the exclusive jurisdiction of and venue in Stockholm, Sweden.

This Agreement has been duly executed in two original copies, of which the Parties have taken one copy each.

8. Force Majeure

Neither party shall be liable for any breach of this Agreement due to any case beyond its reasonable control including, but not limited to, Acts of God, inclement weather, flood, lightning or fire, industrial action, act or omission of government, or other competent authority, riot, war or act of omission of any party for whom that party is not responsible. Notice of delay or failure caused by reason of Force majeure shall be given immediately. If delay or failure is caused by reason of Force majeure and such delay or failure has not been remedied within one(1) month, either of the Parties have the right to immediate termination of the Agreement.

9. Privacy Policy

By using Holid's platform and services you are complying to our privacy policy. See appendix 1 for complete Privacy Policy of Holid AB.

10. Contacts at Holid

For publishers related questions: publisher@holid.se

For finance related questions: finance@holid.se

For legal questions: legal@holid.se

Appendix 1 - Privacy Policy

Privacy Policy for Holid

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1. Introduction

Thank you for choosing us and a special thanks for taking the time to thoroughly read through this Privacy Policy. We would like to begin with a short summary explaining why we have created this policy. Our fundamental objectives are to

- Give you a brief introduction to personal data and our different roles in this context
- Explain why we handle certain kinds of personal information
- Ensure that you understand what information we gather and what we actually do with said information;
- Show you how we work to protect your rights and your integrity.

Our goal is that you, after having read this policy, will feel secure in that your personal integrity is respected and that your personal data is treated in a correct manner. We therefor also work on a continuous basis with securing that our treatment of personal data is completely in compliance with current legislation, especially the General Data Protection Regulation (GDPR) which will be in effect as of May 25th 2018.

2. What is personal data and what does the processing of personal data mean?

2.1 Personal data consists of all information that directly, or indirectly together with other information, can be connected to a living (physical) person. A non-exhaustive list with examples of personal data consists of, among others:

- Name
- Personal ID number
- Email-address
- Home address
- Phone number
- IP-address

2.2 The Processing of personal data includes every action connected to the use of the personal data, regardless of whether such an action is performed automatically or not. This means that the following actions, among others, are included:

- Collection
- Registration
- Use
- Alteration
- Storage
- Disclosure by transmission
- Deletion

3. For whom is this policy applicable?

This Privacy Policy shall in the first instance be applicable to individuals who choose to work with us and from whom we collect personal data ("Data Subjects"). Different parts of this Privacy Policy may also be relevant to you depending on your relationship with us. All in all, this policy is relevant for persons who

- are clients of ours
- visit our website or our social media platforms
- otherwise communicate with us, for example through our customer service

By agreeing to this Privacy Policy you agree to our processing of your personal data in accordance with this Privacy Policy.

4. For what areas is this policy applicable?

This Privacy Policy regulates how we may collect and process personal data to be able to continue delivering and developing our Services.

5. What does it mean to be a Data Controller?

A Data Controller is a legal person or other entity that determines the purpose and means for the processing of personal data. A corporation is a Data Controller in regards to personal data it has for its own benefit in regards to its employees, customers, partners, users and others.

6. Holid as a Data Controller

We, Holid AB (company reg. no. 559071-2955) are the Data Controller and therefor accountable in accordance with applicable legislation, for the processing that occurs with your personal data, within the scope of our Services.

7. Why are we allowed to process personal data?

7.1 For it to be permissible for us to process personal data there must always be support for said treatment within the GDPR, so-called lawful basis. Such lawful basis may include:

- **Consent** from the Data Subject
- That the processing of personal data is necessary to **fulfill the terms of an agreement** with the Data Subject, for example in relation to the use of the Services
- **Fulfilling a legal obligation**, for example storing certain information due to legislation regarding certain accounting standards and practices. This could also be the case when handling opt-out settings requests concerning your rights as a Data Subject in accordance with GDPR
- A weighing of interests when we have a **legitimate interest** in using your data, for example for statistical purposes and to market our services, and to secure payment and prevent fraud

7.2 It may occur that the same personal data is processed both in terms of fulfilling an agreement as well as in terms of specific consent or in terms of processing specific information which is necessary to fulfill other legal obligations. This means that even though you may revoke your consent and the treatment based on said consent ceases, that specific personal data may remain with us for separate reasons.

8. Holid's relationship to its clients

In compliance with the General Data Protection Regulation (GDPR), we at Holid wish to inform you about how we work with

our Publisher clients and how, in this context, personal data is being handled. For more information, please visit <https://www.holid.se/en/privacy-policy-en/>

9. What personal data do we process, and why?

In this section, we explain how your personal data is used in order for us to be able to provide you with high quality services.

9.1 When you communicate with us

You can choose to communicate with us in many different ways, for example via social media and through emails with our customer service.

When you communicate with us, we process data which you personally provide to us, for example:

- name and contact information
- information regarding your views, questions, or matters

9.1.1 We process your personal data in order to:

- answer questions and handle your matters, for example addressing complaints, handling questions about assignments, etc.
- improve our services and the information we provide and publish on our website and other forums of communication

9.1.2 Legal grounds for the processing:

We process your personal data for our, and your, legitimate interest in administering your matter (*weighing of interests*).

9.1.3 Period of storage:

We save your personal data for up to 12 months after the matter is closed in order to ensure traceability in your communications with us.

9.2 When you use our website

When you visit our website, we process:

- data about how you interact with, and use, our website
- information regarding your visits to our website, through cookies. For more information about how we use cookies, please see <https://www.holid.se/cookiepolicy>

9.2.1 We process your personal data in order to:

- provide our digital services
- provide support when you encounter any kinds of technical problems
- maintain, test, and improve our digital services
- discover and prevent security attacks, for example virus attacks

9.2.2 Legal grounds for the processing:

We process your personal data based on:

- a *weighing of interests* for our legitimate interest in maintaining, testing, and improving our digital services.

9.2.3 Period of storage:

We save your personal data for 3 months after you have used our digital channels.

10. How long do we generally store personal data?

Your personal data is stored only during the period for which there is a need to store the information to be able to fulfill the terms of the agreement. We may store your personal data longer if this is necessary from a legal standpoint or to

safeguard our legal interests, for example within the scope of legal proceedings that we are involved in.

11. Our actions to protect personal data

11.1 We have ensured that we have taken all necessary and appropriate technical and organizational measures to safeguard your personal data against loss, misuse or unauthorized access.

11.2 To technically ensure that personal data is processed in a safe and confidential manner we use digital networks that are breach protected through for example encryption, fire walls and password protection. In any instance where a breach may occur we have created routines to identify, assess and minimize any damage that may occur as well as report said damage to all affected parties.

11.3 To ensure an adequate knowledge level regarding processing of personal data we will arrange ongoing educational efforts regarding GDPR, both for our employees as well as the consultants that may from time to another be contracted to do work for us.

12. When do we share personal data?

12.1 We will not sell, make available or spread personal data to third parties with the exception for what is stated throughout this Privacy Policy. Within the scope of the Services personal data may be shared to subcontractors or partners, if this is necessary for the fulfillment and performance of our Services, for example to process your payments. In any instance where we choose to share personal data we will enter into a Data Processing Agreement to ensure that the recipient of the personal data processes said information in accordance with applicable legislation as well as to ensure that the recipient has taken the necessary technical and organizational actions to, in a satisfactory fashion, be able to protect the rights and freedoms of you as a Data Subject.

12.2 Furthermore we may share personal data if we are required to do so by law, court order or if withholding such personal data would hinder any ongoing legal investigation.

13. Your rights

13.1 We are responsible for your personal data being processed in accordance with applicable legislation.

13.2 Upon your request, or at our own initiative, we will correct, de-identify, delete or complete any information that has been found to be wrongful, incomplete or misleading.

13.3 You have the right to demand access to your personal data. This means that you have the right to demand transcripts regarding the processing that we have maintained over your personal data. You also have the right to receive a copy of the personal data that are being processed. You have the right to, once a year and through written application, without cost receive a transcript regarding what personal data is stored in regards to you, the purpose of the storage and processing as well as to whom said information has been made accessible. You also have, within the transcripts, the right to be informed of the period of time in which the personal data will be stored and what criteria we have used to determine said period of time.

13.4 You have the right of correction of your personal data. We will, upon your request and as quickly as possible correct the incorrect or incomplete personal data we process in regards to you.

13.5 You have the right to demand deletion of your personal data. This means that you have the right to demand that your personal data is removed if it is no longer necessary for the objectives for which it was gathered. There may exist legal requirements stating that we may not immediately delete personal data (for example in terms of auditing and taxation related legislation). We will in any such case cease the processing being done for any other reasons than to adhere to the legislation of GDPR.

13.6 You have the right to object to any processing of personal data that is carried out on a lawful basis of weighing of interests. If you object to such processing we will only continue the processing if there are legitimate reasons for the processing that outweigh your interests.

13.7 If you do not want us to process your personal data for direct marketing, you always have the right to object to such processing. This is done either by unregistering in each specific email or by sending us an email at support@holid.se. When we have received your objection we will cease the processing of personal data for any such marketing. You also have the right to report our processing of your personal data to any public authority responsible for monitoring the application of the GDPR, for example The Swedish Data Protection Authority in Sweden. However, we do recommend that you contact us first so that we can try solving the matter in a more efficient and timely manner.

14. Cookies

When you visit our website, we may also collect information and data about you by using what is referred to as cookies. For more information about how we use cookies, please see <https://www.holid.se/cookiepolicy>

15. Changes to this policy

We reserve the right to make amendments to this Privacy Policy from time to another. The date for the latest amendment is stated at the end of this Privacy Policy. If we make any amendments to the Privacy Policy we will publish these

amendments on our website. You are therefore recommended to read this Privacy Policy regularly to view any potential amendments.

16. Contact

Holid AB (company reg. no. 559071-2955) is the Data Controller for the processing of your personal data. If you would like to have additional information on how your personal data is handled, please contact us through a written and personally signed request sent to:

Holid AB
Tjärhovsgatan 34
116 21 Stockholm

In the letter, please include your name, address, email, telephone number and personal ID number. Please also enclose a copy of your ID. A reply will be sent to your address as stated in the National Population Register.

Privacy notice regarding the processing of personal data

In compliance with the General Data Protection Regulation (GDPR), we at Holid wish to inform you about how we work with our Publisher clients and how, in this context, personal data is being handled.

We pride ourselves on delivering high quality solutions to our clients (“Publishers”) who wish to excel in digital marketing, improve their online conversion rates and maximize their marketing budget. In the process of providing our services to a Publisher, Holid and the Publisher will be independent Controllers of personal data processed through the websites which are a part of the Publisher’s website catalogue. This means that both companies individually determine the purposes and means of the way that they themselves handle personal data. The purpose of such an arrangement is that both companies will have a similar responsibility for processing the data of the website visitors, only within different scopes of processing.

All Publishers working with Holid have agreed to maintain and abide by a publicly accessible Privacy Policy that satisfies the requirements of informing the website visitors about Holid and their role as an independent Controller of personal data. For added transparency, the Publishers must also include, in their website’s Privacy Policy or another location at the website easily accessible to the website visitors, a link to the information available at the Holid website which, in detail, explains the arrangement between the Publisher and Holid regarding the processing of the website visitors’ personal data. For that purpose, we have recommended that all Publishers incorporate a paragraph with the following wording:

“When you visit our website, we want to make sure that all ads are custom made to reflect your personal likes and preferences. To help us achieve this goal and create a better user experience for you and everyone else, we work together with a company called Holid. Our collaboration means that Holid may, in a very limited capacity, handle some of your Personal data when referring said data to ad networks. Therefore, they will be a Controller of your personal data for this purpose. However, by default, Holid will not process your Personal data. To learn more about Holid, Processing of Personal data as well as your rights of access to data, etc. please visit ” <https://www.holid.se/en/privacy-policy-en/>“.

When providing our services, we at Holid will only be able to process the website visitors’ data in the scope limited to referring the data gathered by the Publisher to various advertising networks. As the data is passed directly between the Publisher and the advertising networks, Holid will not collect, store, access or in any other way process personal data. In the remaining scope, i.e. everything that does not involve said referral of data, all personal data will be processed exclusively by the Publisher.

The Publisher will be the point of contact for all matters connected with the processing of the website visitor’s personal data. These means that any inquiries and applications from website visitors, in regards to exercising their rights in accordance with the GDPR will be handled by the Publisher.

If a website visitor submits an inquiry or an application to Holid, in regards to exercising her rights in accordance with the GDPR, said inquiry or application will immediately without undue delay be transferred to the Publisher, and the Publisher is liable for consideration of the inquiry or application, as if it was placed directly by the website visitor to the Publisher. Holid will also refer any request to access personal data from the Data Protection Authority (*Datainspektionen* in Sweden) or any other third party to the Publisher.

When providing our services, we at Holid do not at any point in time, neither directly nor indirectly, process or have access to the website visitors' personal data. Therefore, the Publisher is liable for exercising any rights which the website visitors are entitled to in accordance with the GDPR, including the right of access to data, the right to correct data, the right to obtain copies of data, the right to remove data and the right to object.

The Publisher must always present relevant information on personal data processing to the website visitors. They must also obtain and record, for all websites connected to the services of Holid, necessary permission and valid consent from the website visitors on behalf of all recipients of the website visitors' Personal Data, in accordance with the GDPR as well as any additional standards provided through industry protocol, such as the *IAB Europe Transparency and Consent Framework*. This means that the Publisher must ensure that ads are presented at their websites only to the website visitors who expressed consent in accordance with the provisions set forth in this privacy notice.