

## MyTV SUPER 2nd PARTY DATA ONBOARDING TERMS AND CONDITIONS (last updated on 11042019)

The terms and conditions set forth below (these “Terms and Conditions”) govern your use of the myTV SUPER 2nd Party Data Onboarding Service (our “Service”) via our platform at <https://2ndparty.mytvsuper.com/> (“our Platform”). By registering or using our Service, you agree to be bound by (i) these Terms and Conditions; and (ii) the Terms and Conditions in the Rate Card at <https://ad.mytvsuper.com/category/ratecard/terms-conditions/> (“Advertising T&C”) (collectively this “Agreement”). These Terms and Conditions and the Advertising T&C constitute a binding legal contract between you and MyTV Super Limited (“us”) and govern your access to and use of our Service. If you do not agree to any of the terms in this Agreement, please do not access or otherwise use our Platform or Service or any information contained in our Service. Your use of our Service will be deemed to be your agreement to abide by these this Agreement. We may make changes to the content and services offered on or through our Service at any time without notice. We may change these Terms and Conditions at any time by posting updated terms of use on our Platform. If any modification is unacceptable to you, please cease using our Service. If you do not cease using our Service, you will be deemed to have accepted those changes. You should regularly check these Terms and Conditions.

You represent that you are 18 years old or above. You further represent that if you are registering as an agent on behalf of a company or other legal entity, you have all authority necessary to bind such company or other legal entity to this Agreement. If you are acting for a company or other legal entity, the terms “You” and “your” shall also refer to the company or other legal entity that you represent. You must have permission to place advertisements on their behalf and agree as follows: (i) You represent and warrant that you have the authority to bind the company or legal entity you act for to this Agreement; and (ii) If the company or legal entity you represent violates any terms in this Agreement, we may hold you responsible for that violation jointly and severally with the company or legal entity concerned.

### 1. Definitions

“2nd Party Hash Data” means Personal Data such as (a) telephone number; and (b) email address collected by you from your users and clients and which are hashed by you by using our hash tool and/or automatic hashing system.

“MYTV Super Data” means Personal Data such as Device ID collected by us from our users and clients.

“MyTV Super” means the digital online services provided by MyTV Super Limited.

“Segments” means segments compiled and generated by us based on and upon matching of 2nd Party Hash Data with MYTV Super Data.

“Campaign” means advertising campaign on MyTV Super.

“Intellectual Property Rights” means all forms of proprietary rights, titles and interests relating to patents, copyrights, trademarks, trade dresses, trade secrets, algorithms, know-how, mask works, moral rights, and all similar rights of every type that may exist now or in the future, and in any

jurisdiction.

“Personal Data” unless otherwise defined in the specific terms and conditions, means “personal data” as defined in the Personal Data (Privacy) Ordinance (Chapter 486) under the laws of Hong Kong.

## 2. Grant of Rights

a. You hereby grant us a worldwide, non-exclusive, royalty free license to access and use 2nd Party Hash Data to:

- i. onboarding onto our Platform for matching with MYTV Super Data;
- ii. generate Segments from the aforesaid matched data and provide the Segments to you for your Campaign purposes on MyTV Super;
- iii. analyze and improve performance of our Platform; and
- iv. write and compile case studies regarding your use of our Service and to publish the same.

b. We hereby grant you the right to access our Platform and to use the Segments solely for the purposes of managing your Campaign on myTV SUPER and reviewing analysis associated with your Campaign. Nothing herein shall be deemed as conferring any rights to you with respect to any of our Intellectual Property Rights to the Segments, our Service or Platform. You shall not disclose or make available to a third party any portion of the Segment or Service or Platform in a manner that competes with us or our Service Platform; or in exchange for compensation of any kind.

## 3. Requirement For Use of Our Service

a. Unless with our prior written permission, our Service is available to you only in Hong Kong. You agree not to use or attempt to use our Service in other locations. We may collect your IP address to confirm your geographical location.

b. Use of our Service requires compatible devices, Internet access, and periodic updates (fees imposed by third parties may apply). You acknowledge that you are responsible to obtain and maintain at your own expense all equipment, systems or software, and services needed to access our Service. You shall bear any communication or data transmission charges incurred by accessing to our Service and updating the software through a third party network.

## 4. User Account Registration

a. Before you can access and/or use our Service, you must register as a user by providing us with current, complete and accurate information as required on our Platform.

b. The information you provide to us for registration of your user account will be dealt with in accordance with our Privacy Statement at <https://www.mytvsuper.com/en/pics>.

c. We may at times undertake checks to ensure the accuracy of the information you have provided to us including contacting you.

d. We reserve the right not to accept your registration in our sole discretion without specifying



reason.

- e. Each user can only have one account. You agree to keep your password and user account secure and confidential and not to allow anyone else to use your user account or password to access our Platform nor to do anything which would assist or allow anyone who is not a registered user to gain access to our Platform; nor to create accounts for others without their permission; nor to create additional user accounts for the purpose of abusing the functionality of our Platform or other users' accounts, nor to seek to pass yourself off as another user; nor to do anything that jeopardize the security of your account.
- f. If you have reason to believe that someone has unauthorized use of your password or user account or has committed any other breach of security, please report to us at [Kenrik.chan@tvb.com.hk](mailto:Kenrik.chan@tvb.com.hk) immediately for our immediate suspension of your user account and/or to take other appropriate actions. You agree that you will be responsible to us and to others for all activities that occur under your user account. We will not be liable for any loss or damage arising from your failure to comply with the terms herein stated or from any third party's act without your authorization.
- g. For security reasons, we strongly recommend you to change your account password on a regular basis.
- h. You are not allowed to sell, transfer, license or assign your user account or any of your rights as a user or under your account to any party.

## 5. Case Studies and Post Campaign Analysis

- a. You agree that we may compile one or more case studies based on this Agreement and the results of the same. We may also undertake post Campaign analysis to measure the effectiveness of a Campaign/or and our Service. You agree that we may use the case studies and/or post campaign analysis on any platform and in any manner.
- b. You agree that we own the case studies and any materials generated from your use of our Service.

## 6. Hash Tools and Segments

- a. You shall use our hash tool or automatic hashing system to hash all data collected by you from your users and clients before uploading them onto our Platform for our matching purpose. Please do not upload or provide any 2nd Party data to us without hashing. Please read carefully user details of the hash tool and/or the automatic hashing system at <https://2ndparty.mytvsuper.com/> before use.
- b. You understand and agree that you are responsible for your own actions with respect to hashing data and applying Segments for the Campaign. We will not review your activity and we are not responsible or liable for any decisions made by you in using our tools, the Segments and Service.

## 7. Intellectual Property Rights

- a. You agree that we own and retain all rights to MyTV Super Data, our Service, our Platform and/or the Segments. All trademarks, service marks and logos (the "Marks") on our Service or Platform are

owned by or licensed to us.

- b. You acknowledge that MyTV Super Data, our Service, our Platform, the Segments and/or the Marks are protected by copyright, trademark laws, and other Intellectual Property Right laws, and you further agree that you are being granted with a non-exclusive, non-transferrable, limited license, without right of sublicense, to access and use our Service, our Platform and/or the Segments contained therein in compliance with this Agreement.
- c. Nothing you do on or in relation to our Service, our Platform, the Segments, the materials contained therein will transfer any intellectual property rights to you or license you to exercise any Intellectual Property Rights.
- d. You agree to indemnify, defend, and hold us harmless from any third party claims, demands or suits, or any losses, damages, liabilities, fines, penalties and expenses (including reasonable attorney's fees) related to your use of the Segments as permitted herein or the breach of this Agreement.
- e. We expressly reserve the right to take action against you in the event that you infringe any of our intellectual property rights or other rights of any person.

#### 8. Your Representations, Warranties and Undertakings

- a. You represent, warrant and undertake that
  - i. you have all necessary rights, licenses, and clearances to enter into this Agreement;
  - ii. you have all necessary rights and permissions, including the consent of each party whom you collect personal data from, to have their personal data being hashed, transferred and uploaded by you onto our Platform, and to be processed by us, for use by you and us in connection with the Campaign and our Service. Please also refer to Section 10 (Personal Data) below;
  - iii. your use of our Service do not conflict with any agreement with any party or any terms of use, privacy policy, representation or other agreement you may have made or posted to users;
  - iv. you shall comply with all applicable law, decisions, directives, guidance, rules or regulations (including data protection and privacy laws), applicable industry best practices and self-regulatory guidelines or codes. Please also refer to Section 10 (Personal Data) below;
  - v. you have all necessary rights and permissions to authorize our use of the 2nd Party Hash Data as stipulated in this Agreement. Please also refer to Section 10 (Personal Data) below;
  - vi. you shall maintain a comprehensive online privacy policy for your users' information at your end and will comply with such policy and providing users with opt-out options. Please also refer to Section 10 (Personal Data) below;
  - vii. you shall only use our Service for purposes permitted in these Terms and Conditions;
  - viii. you shall not tamper with, hinder the operation of or make unauthorized modifications to our Service; or knowingly transmit any virus or other disabling feature to the Service;
  - ix. you shall not download, sell, share, reproduce, copy, distribute, publish, modify, prepare derivative works based on our Service or the Segments by any means;
  - x. you shall not use any robot, spider, scripts, site search, retrieval application, or other manual or automatic device or process to access, monitor, retrieve, index, "data mine", or in any way reproduce, disrupt or copy, circumvent the navigational structure or presentation of our Service or



the Segments, and/or our Platform;

xi. you shall not hack, break into, or attempt to hack or break into our Service or our Platform, the Segments, and/or any data zones on our server(s) or that of any third party in any manner, or access such parts of our Service and/or our Platform and/or the Segments which you are not authorized to have access to;

xii. you shall not implant into any software or other materials that contain any software viruses, worms, time bombs, Trojan horses or other harmful or disruptive component;

xiii. you shall not remove any copyright, trademark, or other proprietary rights notices contained in our Service, and/or Platform;

xiv. you shall not obstruct or interfere with our Service or servers or networks connected to our Service, or restrict or inhibit any person to use our Service;

xv. you shall not use any device or apparatus which may be harmful to our network or third party's equipment (in which case, you shall immediately cease the connection of such device or apparatus);

xvi. you shall not use or disclose the Segments to any third party;

xvii. you shall not copy, publish, distribute, sell, license or otherwise make use of our Service, Segments or other materials in any other manner or for any other purpose other than for Campaign purpose on myTV Super as permitted in this Agreement;

xviii. you shall not disclose, distribute or publish any confidential or personal information of the data subject obtained via our Service without the consent of that data subject;

xix. you shall not use our Service, the Segments and/or our Platform for any illegal or immoral purpose.

b. You shall indemnify, defend, save, and hold harmless us and our parents, subsidiaries, affiliates, representatives, officers, directors, agents, affiliates, and employees, from and against any and all third party claims, damages, fines, penalties, awards, judgments, and liabilities (including reasonable outside attorneys' fees and costs) (collectively, "Losses") resulting from, arising out of, or related to your breach or alleged breach of any of your representations, warranties or agreements under this Agreement.

#### 9. Disclaimer and Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE (INCLUDING IN CONTRACT, FOR NEGLIGENCE OR OTHERWISE) TO YOU FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH AND WITHOUT LIMITATION TO: (1) YOUR USE OF OUR SERVICE, OUR PLATFORM AND THE SEGMENTS; (2) ANY UNAVAILABILITY, INTERRUPTION, DELAY IN OPERATION, VIRUS, INTERNET ACCESS DIFFICULTIES, OR EQUIPMENT MALFUNCTION IN RELATION TO OUR SERVICE OR PLATFORM; (3) ANY FAILURE TO PROVIDE OUR SERVICE, OUR PLATFORM OR THE SEGMENTS; (4) ANY ERRORS, OMISSIONS, INACCURACIES; (5) YOUR USE OR RELIANCE ON ANY INFORMATION PROVIDED IN RELATION TO OUR SERVICE, OUR PLATFORM OR THE SEGMENTS. OUR TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL NOT

EXCEED THE AMOUNTS ACTUALLY IN CONSIDERATION OF THE RELEVANT CAMPAIGN. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, WE SHALL NOT BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. In the event applicable law does not permit such limitation or exclusion of liability, the limitation or exclusion shall be deemed modified so as to be effective to the greatest extent permitted.

#### 10. Personal Data

- a. Each party under this Agreement shall comply with all relevant obligations under the Personal Data (Privacy) Ordinance (Chapter 486) (the "Ordinance") under the laws of Hong Kong, as well as the relevant code of practice and guidance issued by the Office of the Privacy Commissioner for Personal Data, Hong Kong.
- b. For purposes of this Section, the terms "Controller," "Data Subject," "Personal Data," and "Processing" shall have the same meaning as given in the EU General Data Protection Regulation ("GDPR"), and their cognate terms shall be construed accordingly:
  - i. You shall provide us with 2nd Party Hash Data which may include Personal Data. To the extent applicable under GDPR or other applicable law, each party acknowledges and agrees that it shall be a Controller of the Data and shall Process Personal Data in compliance with the terms of the Agreement, including any limitations on the use and distribution of the Data, and all applicable laws and regulations, including data protection laws.
  - ii. You confirm that all data, including any Personal Data, provided to us under this Agreement has been obtained by you in accordance with applicable laws and regulations (including data protection laws and regulations).
  - iii. You will provide notices and obtain Data Subject consent or will ensure appropriate privacy notices, regarding the collection and use of the user data (including the uses contemplated under this Agreement) have been provided to Data Subjects and consents have been obtained (including any opt-in consents) as required by applicable laws and regulations before making Personal Data available to us. The privacy notices shall include: (i) a statement of the fact that their data may be used for online behavioral advertising ("OBA") and/or Multi-Site Advertising purposes; (ii) language which informs users that third party cookies may be delivered to them and that the third party cookies may be used to provide a more targeted advertising experience; (iii) a description of types of data that are collected for OBA and/or Multi-Site Advertising purposes; (iv) an explanation of how, and for what purpose, that data will be used or transferred to third parties; and (v) the ability to opt-out of third party cookies (for example, via a conspicuous link to the eXelate website ([www.exelate.com/consumer-opt-out/](http://www.exelate.com/consumer-opt-out/)), the Network Advertising Initiative website ([www.networkadvertising.org](http://www.networkadvertising.org)), or the DAA website ([www.aboutads.info](http://www.aboutads.info))).
  - iv. Where websites are directed to users in Europe, you further agree that: (1) its privacy policies shall (x) clearly and conspicuously notify visitors about the extent, type and purpose of collecting or processing of personal information including processing of personal information in countries outside of the European Economic Area; (y) provides opt-in instructions and choices in connection with the use of any relevant online tracking technologies as well as creation of user profiles and



will obtain consent to the use of cookies at the site as required by the EU member country's implementation of the "e-Privacy Directive" as amended or superseded, if applicable; and (2) it is in compliance with relevant guidance from local data protection authorities within such EU member country, industry best practices and self-regulatory guidelines or codes.

- v. You agree to promptly notify us if you cannot comply, or have reason to believe you cannot comply with your obligations under this Agreement, including your obligations as a Controller of Personal Data.
- b. The parties agree to use appropriate technical and organizational measures to ensure the security of the Personal Data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, including the implementation of appropriate data protection policies.
- c. The parties agree to meet their obligations under applicable data protection laws and regulations to: (1) establish and maintain a procedure for the exercise of the rights of the individuals whose Personal Data are Processed under this Agreement; and (2) ensure compliance with the provisions of the Agreement by their personnel and by any person accessing or using Personal Data on their behalf, including any sub-processors.
- d. You may not include in 2nd Party Hash Data any Sensitive Consumer Information. We reserve the right, in our sole discretion, to not process any data or file that contains Sensitive Consumer Information and/or map any User Attributes associated with, or categorically related to Sensitive Consumer Information. You may not include in 2nd Party Hash Data any data related to individuals or households who have previously opted-out of targeted digital advertising through your website or processes, or other third party privacy compliance partners. The terms "Sensitive Consumer Information" and "User Attributes" shall have the same meaning as given in the EU General Data Protection Regulation ("GDPR").
- e. You shall own all 2nd Party Hash Data and we shall own all MyTV Super Data and the Segments generated upon matching these two sets of data. The parties agree that the information and data made available through or under this Agreement shall be used only for purposes specified in this Agreement.
- f. All 2nd Party Hash Data transmitted, processed and stored on our Platform, servers and systems will be removed and deleted upon completion of the relevant Campaign period.

#### 11. Confidentiality

- a. The parties shall only disclose Confidential Information (as defined below) to those of its employees, professional advisors, on-site contractors, officers, directors, or those of its subsidiaries or affiliates that it believes have a need to know such information as required for the performance of this Agreement or to enforce the terms of this Agreement. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to a court order from a court of competent jurisdiction, provided that, to the extent permitted by law, the party required to make such a disclosure gives reasonable prior written notice to the other party so that it may contest such order and in the event that disclosure is required, only discloses the portion of Confidential Information

that its legal counsel advises is legally required. “Confidential Information” consists of :

- i. any technical information or plans concerning our Service, our Platform or any of our software or other technology;
  - ii. any financial information of the other party;
  - iii. any data collected, including Personal Data, from the other party; and
  - iv. other information disclosed by one party to the other party that is marked as confidential, or should reasonably be assumed to be confidential under the circumstances.
- b. Confidential Information does not include information that:
- i. is or becomes generally known to the public through no fault of or breach of the receiving party;
  - ii. is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality;
  - iv. is independently developed by the receiving party without use of the disclosing party's Confidential Information; or
  - v. is obtained by the receiving party rightfully from a third party who/that has no duty of confidentiality to the disclosing party.

## 12. Termination/Suspension

- a. We may terminate this Agreement:
- i. for convenience on seven (7) days' written notice at any time ;or
  - ii. immediately in the event that you fail to remedy a material breach of this Agreement within forty-eight (48) hours of its receipt of written notice thereof.
- b. We may terminate or suspend your access to or use of the Service or our Platform or the Segments and/or terminate this Agreement at any time if:
- i. in our reasonable opinion, such action is necessary to prevent errors or harm to any system or network, or to limit our or our group companies' liability or;
  - ii. you attempt to access or use the Service or the Segments in an unauthorized manner, including without limitation any attempt to use the Service in a way that infringes our, our group companies or a third party's Intellectual Property Rights or damage our reputation.

## 13. Choice of Law

This Agreement will be governed by and construed in accordance with the laws of the Hong Kong SAR. Any legal action or proceeding arising under this Agreement will be brought exclusively in the Hong Kong SAR and the parties hereby irrevocably consent to personal jurisdiction and venue therein. Notwithstanding the foregoing, we shall also have the right, but not the obligation, to bring an action for moneys owed by you to us or Intellectual Property Rights infringement in any other court that has jurisdiction over you.



#### 14. Assignment

The rights and obligations of each party hereunder shall inure to the benefit of the respective successors and assigns of the parties hereto, provided that, except as expressly provided herein, this Agreement and any rights or obligations hereunder shall not be assigned or delegated without the prior written consent of the other party (which shall not be unreasonably withheld), except that, either party may assign this Agreement to an acquirer of all or substantially all of such party's assets, whether by merger, operation of law or otherwise, without the other party's prior written consent.

#### 15. Notice

a. We may communicate with you electronically any important information regarding your transactions or your account. We may also provide notice to you by posting it on our Platform, or by sending it to an email address or postal address that you previously provided to us. Website and email notices shall be considered received by you within 24 hours of the time posted or sent; notices by postal mail shall be considered received within three (3) business days of the time sent.

b. Unless stated otherwise, you must send notices to us relating to these Terms and Conditions to: [Kenrik.chan@tvb.com.hk](mailto:Kenrik.chan@tvb.com.hk)

#### 16. Miscellaneous

a. Our failure to enforce strict performance of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of our right.

b. Should any section or part of a section within this Agreement be rendered void or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable.

c. You acknowledge to have read and understood the terms of the Privacy Statement at <https://www.mytvsuper.com/en/pics>. You agree that we may use and disclose information about you in accordance with the terms of the Privacy Statement and to assist in providing the goods or services you have requested and to improve the Service. You also agree to check the Privacy Statement on a regular basis.

d. In addition to this Agreement, you acknowledge that any Campaign will be in accordance with and subject to any specific conditions notified to you or generally published by us from time to time, including on the relevant websites.

e. Sections 5, 7-11 and 13 shall survive after termination or expiration of this Agreement.

f. If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.