TERMS AND CONDITIONS FOR ADVERTISING - DIRECT ADVERTISING PURCHASE

By accepting these terms and conditions you enter into an agreement with Schibsted Marketing Services AB (”SMS”) regarding advertising inventory purchase on behalf of the legal entity you represent and that is stated in the order form or other context in which these terms are referred to (the ”Customer”). By placing an order (or confirming an offer) you, you confirm that you have the legal capacity to accept these terms on behalf of the Customer. The order and these terms and conditions together constitute the agreement (the “Agreement”). The Customer and Schibsted are jointly referred to as the Parties and individually as a Party.

The Agreement covers all advertisement products and services provided by SMS unless additional terms are provided, including both advertising inventory on domains owned by SMS and advertising inventory on domains not owned by SMS but which is managed and sold by SMS. In case the Customer wishes to purchase production of creative content (such as native advertisement) the terms and conditions of Appendix 1 apply.

The Agreement does not involve an obligation for SMS to deliver advertising services to the Customer, and new orders can be denied without justification. SMS may remove advertising inventory at their own discretion, as well as cancel purchase orders in whole or in part unless otherwise agreed between the Parties in writing. In such cases, the Customer will be refunded any pre-paid orders or a proportional amount of pre-paid orders.

SMS has a group-wide assignment within the Schibsted Group, to handle the sale and delivery of advertisement. SMS has the authority to manage and sell advertising inventory that SMS offers, as made available for order from time to time. Companies will however often be editorial independent publishers, whose independence in their publishing shall not be hindered according to the Agreement.

Booking and delivery of material
The Customer has the right to advertise in accordance with what is stated in the Agreement. The Customer undertakes to ensure that any advertising material is delivered to SMS in accordance with the specifications and requirements set out in SMS’s general requirements for advertising: https://schibstedforbusiness.se/specifikationer/.

SMS is responsible for placing the advertisement on the date and in the place, and otherwise in accordance with the order, that has been agreed and that it otherwise takes place in a professional manner and with such care and insight that can be expected of a professional player in this business.

Remuneration and payment
The Customer shall remunerate SMS for the advertisement in accordance with what is stated in the order. Payment shall be made on invoice or in advance if required by SMS. VAT shall be stated on the invoice. Payment shall be made 20 days net from invoice date if nothing else is stated in the order. In the event that an invoice is erroneous, and the reason for the error is wrongful reporting or information provided by the Customer, SMS reserves the right to use the original due date also for the new invoice. SMS may require advance payment for advertising purchases also after an order is made.

Cancellation or rescheduling
If any advertisement order is canceled or rescheduled later than 10 business days prior to the publication, SMS reserves the right to charge an amount equivalent to 50 % of the total amount. If any advertisement order is canceled or rescheduled later than 5 business days prior to publication, SMS reserves the right to charge an amount equivalent to 100 % of the total amount. If the advertising material is not provided to SMS, or is provided in a different format or after the point in time which is stated in the rules for booking and delivery of material, https://schibstedforbusiness.se/specifikationer/ SMS reserves the right to charge an amount equivalent to 100 % of the total amount.

Cancellation or rescheduling creative content
If any creative content (such as native) advertisement is canceled or rescheduled later than 40 business days prior to publication Schibsted reserves the right to charge an amount equivalent to 100 % of the total amount.

Customer’s warranties and responsibility
The Customer guarantees that the advertising and the content of the advertisement do not violate Swedish law, the ICC advertising and marketing communications code or other rules and regulations applicable at any time.

The Customer further guarantees that the content of the advertisement as well as the marketed goods and/or services do not infringe the intellectual property rights of others and that the advertisement is not of such kind or given such design that it violates good practice or custom or has such content that can be perceived as offensive.

The Customer also guarantees that any person who can be identified in the advertisement (for example through an image or a movie or only through their name) has approved their participation in the advertisement.

If, according to SMS ’s assessment, there is reason to fear that the advertisement is contrary to the previous, SMS is entitled to refuse or cancel the publication of such content. Such refusal or removal may take place without the Customer’s prior consent, but SMS shall promptly inform the Customer of the measure. The Customer will not be entitled to any compensation because of removal or cancellation in accordance with this section.

The Customer shall compensate SMS and the Companies for any direct and indirect damage (including agent costs, fees and other costs) suffered as a result of the Customer’s advertising not being in accordance with what is stated in this Agreement.

The Customer is responsible for all advertisements published. SMS and the Companies’ right to refuse publication should not be construed as requiring SMS or the Companies to review advertisements prior to publication or that SMS or the Companies in any way through publication certifies that an advertisement is compatible with the requirements set out in this Agreement. The Customer’s obligation to compensate SMS or the Companies in accordance with this paragraph thus also applies to the publication of an advertisement which SMS and/or a Company has reviewed without any objection.

If claims are directed against SMS or any Company due to the Customer’s advertisement, SMS shall inform the Customer accordingly. The Customer must, at SMS’s request, at its own expense and to a reasonable extent, assist SMS or the Companies in the handling of claims due to the advertising.

Term and termination
The Agreement is valid in accordance with what is stated in the order or context in which the Agreement is accepted. A Party is entitled to terminate the Agreement if: (a) the other Party is in material breach of its duties under the Agreement and does not rectify such, where such is possible, within fourteen (14) days of being required in writing to do so by the other Party, or (b) the other Party being declared bankrupt, entering into company restructuring proceedings, suspending its payments, entering into composition negotiations, enters into liquidation or otherwise can be deemed to be insolvent.

If SMS or the Companies have reason to believe that the advertising under this Agreement cannot be done without contravening any applicable law, SMS has the right to terminate the Agreement with immediate effect. The Customer is not entitled to any compensation from SMS or the Companies because of termination in accordance with this section.

Intellectual property
This Agreement entails no assignment of any intellectual property rights from one Party to the other.

Confidentiality
The Parties shall treat all written, oral and data-based information provided under this Agreement as confidential and undertake to not disclose it to any third party, unless it follows from law, the decision of a public authority or the like. Furthermore the Parties undertake not to disclose confidential information to people within its own organisation other than as necessary to be able to perform its obligations under the Agreement. The duty to observe confidentiality shall be valid for a period of five (5) years from the date of the Agreement.

The Parties agree that other companies within the same group as SMS shall not be deemed to constitute a third party in relation to SMS in this respect.

Limitations of SMS's liability
With the exception of damages suffered as a result of gross negligence or willful misconduct, SMS shall in no event be liable for any consequential, incidental or indirect loss or damage arising out of or in connection with this Agreement. Notwithstanding the above the Parties agree that if there is an inaccuracy in an advertisement or the way an advertisement was inserted under this Agreement and SMS is responsible for such inaccuracy the Customer's full remedy for such inaccuracy shall be limited to additional advertising of corresponding value.

Schibsted Data Policy
The Customer undertakes to abide by the Schibsted Data Policy, https://schibstedforbusiness.se/wp-content/uploads/2021/12/schibstedforbusiness_sverige_data_policy_advertisers.pdf . A breach of the Schibsted Data Policy is considered a material breach against this Agreement.

Changes to the Agreement
SMS reserves the right to make changes to these terms and conditions. If the changes are material, SMS will notify Customer by e-mail prior to the changes being effective. SMS may change the URL/location for these terms and the links provided herein, provided the content is still available in the location where SMS generally provide information to advertising customers.

Any additional terms included by the Customer in orders or other communication to SMS shall not be applicable, unless specifically approved by SMS in writing.

Communication and notices
All communication and notices by either Party can be done by e-mail. E-mail communication to SMS shall be sent to salesops@schibsted.se or to Customers applicable contact person at SMS from time to time.

Disputes
Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the SCC Arbitration Institute. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. This Agreement shall be governed by the substantive law of Sweden.