

# Data protection appendix

## Appendix to MTV Oy's terms of sale of online services

Updated September 29, 2021

Unless otherwise expressly agreed, this Appendix (hereinafter referred to as the "Privacy Appendix") applies to all existing contracts and/or promotions in which an advertiser, advertising or media agency or other advertising service company, or another entity acting on their behalf (hereinafter referred to as the "Customer") uses the advertising space provided by MTV Oy in the digital services of MTV Oy or its group companies (hereinafter referred to as "MTV") in such a way that the cooperation involves the processing of personal data by MTV on behalf of and for the Customer acting as the controller, or the processing of personal data by the Customer on behalf and for MTV acting as the controller.

### Background and purpose

The privacy of the users of MTV's digital service is of paramount importance to MTV. This Privacy Appendix specifies the roles and responsibilities of MTV and the Customer in relation to personal data processed in connection with advertising on MTV's digital services.

### Compliance with legislation and self-regulation

In the processing of personal data related to the cooperation, as in an advertisement, on the target pages of an advertisement, and

when using advertising targeting technologies, MTV and the Customer undertake to comply with existing data protection legislation, such as the European Union's General Data Protection Regulation (EU) (2016/679), the Data Protection Act (1050/2018), and the Information Society Code (917/2014) (hereinafter referred to as "Data Protection Legislation"), as well as other applicable legislation.

In addition, MTV and the Customer undertake to comply with the Transparency and Consent Framework of the Interactive Advertising Bureau (IAB) Europe, or other similar self-regulatory principles in force at any time, and to take the necessary technical and other measures to implement the principles.

### Roles of the parties and details of the processing

The controller is a party that determines the purposes and means of the processing of personal data. A processor is a party that processes personal data on behalf of a controller. Depending on the nature of the cooperation, a party may simultaneously be a controller for some personal data and a processor for other personal data. MTV acts as a controller insofar as information pertaining to the use of MTV's digital services, including advertising displays, or information in MTV's customer or marketing register, including the advertising audiences (segments) generated on the basis of them, is concerned. In this case, the group of data subjects consists of the users, customers, and potential customers of MTV's digital services.

The Customer acts as a controller insofar as the data groups used for targeting or submitted to MTV for modeling consist of data related to the use of the Customer's

digital services or information in the Customer's customer or marketing register, including the identifier groups provided by the Customer. In this case, the groups of data subjects are the users, customers, and potential customers of the Customer's digital services.

In addition, it is possible to use third-party information in advertising. Compliance with and processing-related agreements for third-party data are the responsibility of the party whose advertising is used by the data.

The subject, nature, and purpose of the processing of personal data, as well as the types of personal data and the categories of data subjects, are described in an agreement between the parties or in the controller's written instructions issued prior to commencing the processing of the data. Unless otherwise agreed, in the case of digital advertising, the purpose of the processing is to target advertising campaigns. The duration of the processing is limited to the retention period necessary for the campaign agreed.

## Controller's rights and obligations

Insofar as MTV acts as a controller, or when the Customer acts as a controller, they commit, for their part, to the following:

- the controller has grounds for processing pursuant to Data Protection Legislation for the personal data they process, and the right to transfer the data to the processor for processing;
- they comply with the obligations imposed on a controller by Data Protection Legislation;
- the written instructions given by the controller to the processor comply with Data Protection Legislation;

- audits are announced at least thirty (30) days prior to commencing any audit, and they are carried out during the normal working hours of the processor, without unnecessarily disrupting its operation.

## Processor's rights and obligations

Insofar as MTV acts as a processor of personal data with respect to the Customer's personal data, or when the Customer acts as a processor of personal data in respect of MTV's personal data, they commit, for their part, to the following:

- integrity, and availability of personal data;
- to assist the controller in fulfilling the controller's obligation to respond to requests pertaining to the exercising of the data subjects' rights under Data Protection Legislation;
- to take reasonable measures to assist the controller in ensuring compliance with the controller's obligations and compliance under Data Protection Legislation in relation to the safety of processing, personal data breach notifications, impact assessments, and prior hearing;
- at the end of the provision of processing services, to delete all personal data unless and to the extent required by applicable mandatory European Union or national law to retain personal data;
- to notify the controller without undue delay after receiving information concerning a personal data breach;
- to make available to the controller the information necessary to demonstrate compliance with the obligations pursuant to Data Protection Legislation; and

- to allow and participate in inspections carried out by the controller or its authorized auditor.

## **Use of cookies and other similar technologies**

Without MTV's prior written consent, the Customer or any subcontractor acting on its behalf may not use cookies or other similar technologies aimed at collecting information about MTV's digital service, its user or a user's endpoint device, or retargeting advertising outside of MTV's network. Notwithstanding the above, the Customer may use cookies to measure the advertising displays, reach, and conversion of their campaign, in accordance with Data Protection Legislation. Even in such a case, information collected regarding the campaign may not be disclosed to third parties, such as ad exchange service providers, or combined with any other information.

The Customer notes that the processing of MTV's digital service user's personal data, or the combination of personal data with data collected using cookies or other technologies, requires not only MTV's written consent but also the consent of the user of MTV's digital service or another processing basis pursuant to Data Protection Legislation.

## **Use of subcontractors and transfer of data outside the EU/EEA**

The processor is responsible for the systems used and for the actions of its subcontractors as if for its own. The processor must ensure that any subcontractor is aware of and complies with the terms set out in this Appendix.

Upon request, the processor must provide the controller with a list of the

subcontractors engaged. The controller has the right to object to the use of a particular subcontractor. If the processor is unable to give up the subcontractor in question, it has the right to terminate the contract.

The controller accepts that the implementation of the measures agreed may require the transfer of personal data outside the European Union (EU) or the European Economic Area (EEA). The processor undertakes to ensure that such transfer outside the EU or EEA take place using the lawful data transfer mechanisms described in Data Protection Legislation.

## **Consequences of breaches of conditions**

If the processor violates the terms of this Privacy Appendix, the controller has the right, at its discretion, to immediately terminate all advertising campaigns and/or terminate any and all agreements between the parties to the Privacy Appendix with immediate effect. If the end of the cooperation is attributable to the Customer, the Customer is obligated to pay the full price of the campaign.

The parties note that the division of liability of the parties under this Data Processing Agreement for administrative fines and/or damages imposed by a supervisory authority or a competent court is based on the obligation of both Parties to fulfill their obligations under Data Protection Law. Therefore, each Party itself is liable for the administrative fines imposed by a supervisory authority and/or for damages imposed by a competent court on the Party in question for breaches of obligations under Data Protection Law. Neither party is liable for loss of operating profit or other indirect damage unless the damage has been caused intentionally or through gross negligence.

## **Term and termination of the agreement**

The terms and conditions of this Privacy Appendix apply for as long as the processor processes the personal data of data subjects on behalf of and for the controller.