Netflix Inventory Policy

Buyer agrees to the following terms (as the same may be updated from time to time) with respect to its purchase of Netflix advertising inventory through Xandr Services:

- (a) Buyer represents and warrants that it has all rights, licenses and clearances to place its ad content on Netflix inventory and that it will comply with Digital Advertising Alliance's Self-Regulatory Principles (as applicable) and Netflix ad policies in connection therewith;
- (b) Buyer agrees to defend and indemnify Netflix and its Affiliates and their respective officers, directors, employees, agents, and contractors from any claims, allegations or liability arising from its advertisements (including the content) and its alleged or actual violation of laws or regulations related to its advertising transactions relating to Netflix inventory, and no settlements can be entered into admitting wrongdoing without Netflix's prior written approval;
- (c) Buyer shall neither (i) create, build, or augment profiles based on a user's interaction with Netflix Properties or ad inventory nor (ii) collect any data from Netflix Properties or users of such Netflix Properties in a manner that could recognize or be reasonably attributed to or used to identify a person;
- (d) If Buyer's advertisements are in certain restricted ad categories under Netflix's ad policies, Buyer shall have such ads reviewed and approved by local regulatory bodies such as the ARPP in France, and the costs of any such reviews will be Buyer's responsibility;
- (e) Buyer shall comply with reasonable technical specifications that are provided by Netflix and will obtain rights (if required) for Netflix to include a countdown timer and fading of assets (including, but not limited to, audio) as part of transitions; and
- (f) Buyer agrees that Netflix shall have the ability to not accept ad creatives at its discretion.