

Supplemental Terms and Conditions for Political Advertising

Last Modified: November 16, 2023

These Supplemental Terms and Conditions for Political Advertising (these “Political Ads Terms”) will serve as an addendum to any order, confirmation or similar agreement (an “Order”) between an advertiser or agency on advertiser’s behalf (each and together, “you”) and Paramount Global (“Paramount”) for the purchase of local and/or national political ads, including issue ads and those placed on behalf of candidates for public office (“Political Ads”) on Paramount’s digital applications, websites and/or digital services owned, operated and/or controlled by Paramount or its affiliates or other third party properties on which Paramount or its affiliates have the ability to sell advertising inventory (collectively, “Paramount Properties”), including, if applicable, by using targetable audience segments provided by or through you (“Audience Data”). You and Paramount may also be referred to in these Political Ads Terms, individually, as a “Party” or, collectively, as the “Parties.”

You agree to these Political Ads Terms by purchasing inventory in connection with Political Ads campaigns, whether directly purchasing inventory (e.g., insertion order) or using a demand-side platform or other technology and/or services. Notwithstanding anything to the contrary, including in the applicable Order, Paramount, in its sole discretion, may cease permitting Political Ads to run on the Paramount Properties.

1. Modifications

Paramount reserves the right to modify these Political Ads Terms at any time upon written notice to you, which may be in the form of an email or notice on the applicable Paramount Property, and such modification will automatically become effective upon receipt or the date the notice is posted. Your continued Political Ads campaign after such notice of modifications will be deemed acceptance of such modifications.

2. Ad Guidelines; Audience Data; Compliance with Law

You shall ensure that all Political Ads comply with Paramount’s advertising guidelines and policies, including, without limitation, Exhibit A below, the [advertising terms](#), [ad specifications](#) and [Self-Serve Terms](#) (if applicable), as may be amended from time to time in Paramount’s sole discretion, and any other representations and warranties related to Political Ads signed by the parties (collectively, the “Ad Guidelines”). Without limiting the Ad Guidelines, Advertiser shall ensure that all Political Ads (*i.e.*, all creative and messaging) and all Audience Data comply with all applicable federal, state and local government laws, rules and regulations and that the contemplated distribution of any Political Ad on a Paramount Property (including, if applicable, the use of Audience Data in connection therewith) will not cause Paramount to violate any applicable law, rule or regulation or violate the rights of any third party.

3. Restrictions; Removal

Notwithstanding anything to the contrary, including in any Order, Paramount hereby reserves the right to remove any Political Ads from running on Paramount Properties or restrict such Political Ads from running against any particular content or on particular platforms.

Paramount may restrict state and local Political Ads for certain jurisdictions.

Paramount permits targeting Political Ads only on the basis of age (18+), gender, coarse geolocation (not precise geolocation) and political affiliation. Without limiting the foregoing, in no event shall you use any segment based on race, ethnicity, religion or sensitive categories (*e.g.*, medical or health information or status, sexual orientation, *etc.*).

4. Records

You shall prepare and maintain complete and accurate records of all Political Ads placed on the Paramount Properties, including, without limitation, a copy of the ad creative and such information as may be required by the FEC and any applicable laws, rules or regulations. Paramount shall have the right to examine and audit such records upon Paramount's reasonable request; provided, however, that you shall provide Paramount with any information Paramount needs to comply with any applicable law, rule or regulation and that Paramount's obligation to distribute any Political Ad is contingent upon Paramount having received any such information from you.

5. Reasonable Access

Candidates for federal office do not have a right of "reasonable access" to make purchases of inventory hereunder, and the "lowest unit rate" obligation does not apply to inventory purchased by federal, state or local candidates.

6. Indemnification.

Without limiting any obligations set forth in the applicable Order and/or the Ad Guidelines, you agree to defend, indemnify and hold harmless Paramount, its affiliates and their respective officers, directors, employees, representatives and agents from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) associated with any claim by a third party arising out of any actual or alleged breach of your covenants contained in these Political Ads Terms or the distribution of any Political Ad as provided by you. You shall solely conduct the defense of any such claim and all negotiations for settlement thereof; provided, however, that: (a) no settlement shall be entered into or agreed to without Paramount's prior approval; and (b) Paramount has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests.

7. Governing Law

If no governing law terms are set forth in the applicable Order, the following paragraph shall apply. These Political Ads Terms shall be governed by and construed under the laws of the State of New York without regard to its conflict of laws principles. Any and all disputes or claims arising out of or related to these Political Ads Terms or the interpretation, performance or breach thereof shall be resolved in the Federal and/or State Courts located in the County of New York, New York and the Parties hereby consent to submit to the personal jurisdiction of such courts. ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THESE POLITICAL ADS TERMS OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

8. Severability and waiver

The waiver by either Party of a breach or right under these Political Ads Terms or failure by either Party to enforce its rights will not constitute a waiver of any other or subsequent breach or right. If it is held by a court or other lawful authority of competent jurisdiction that any term, provision, covenant or condition of these Political Ads Terms is illegal, invalid, or unenforceable, in whole or in part, such provision will be ineffective to the extent of such illegality, invalidity, or unenforceability without invalidating the remainder of such provision or the remainder of these Political Ads Terms, such remaining provisions shall continue in full force and effect, provided the effectiveness of the remaining portions of these Political Ads Terms will not defeat the overall intent of the Parties.

9. Representations and Warranties

In addition to any representations and warranties made in these Political Ads Terms, you represent and warrant that: (a) you will comply with all applicable laws, rules and regulations in the use of the Platform; (b) you have the authority to enter into these Political Ads Terms on your own behalf and on behalf of your employer; (c) the entity or individual name which you have provided is a true and accurate representation of your legal identity; and (d) the performance of these Political Ads Terms has been duly authorized by all requisite formalities.

10. Miscellaneous

Unless otherwise expressly stated herein, in the event of a conflict between a provision of these Political Ads Terms and an Order or the Guidelines, the provision set forth in these Political Ads Terms will govern. Paramount will determine your compliance with these Political Ads Terms in its sole discretion. No waiver of any of these Political Ads Terms shall be of any force or effect unless made in writing and signed by Paramount. You may not issue any press releases or general public announcements concerning these Political Ads Terms without the prior written consent of Paramount. The section titles in these Political Ads Terms are for convenience only and do not have any legal or contractual effect.

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Exhibit A

Political Advertising Guidelines

Candidate/Official Campaign Committee/Political Party

Advertisements must comply with all applicable federal, state and local laws, rules and regulations.

The following would be acceptable:

Advertising that is sponsored by a legally qualified candidate, a candidate's official campaign committee, a recognized political party, or the official congressional campaign committee(s).

The advertisement must:

- Include a verbal statement by the candidate that he or she approved the ad *and* either a full-screen view of the candidate, or an image of the candidate (80% of screen height); *and* a clearly readable written statement of the approval and the name of the sponsoring committee (4" of height, 4 seconds, readable)

For Messages Authorized but Not Financed by a Candidate:

- On a public communication that is authorized, but not financed by a candidate or a candidate committee, the disclaimer must state that the communication was authorized by the candidate or the candidate's committee; and identify who paid for the communication

Political Action Committee

Advertisements must comply with all applicable federal, state and local laws, rules and regulations.

The following would be acceptable:

Express (pro/anti) candidate advocacy advertisements:

- Claims must be related to candidate's record in office; supporting documentation must be submitted
- If candidate has not previously held an office, claims must be based on verifiable facts and/or public records; supporting documentation must be submitted

The advertisement must:

- State that it was not authorized by a candidate or candidate's committee
- Identify the entity that paid for the communication
- Provide at least one of the following: payer's permanent street address, telephone number or website address
- State who the individual or group paying for the communication is in language such as that "XXX is responsible for this communication," If applicable, the name of the sponsoring committee's connected organization is also required in the disclaimer

The following would **not be acceptable**:

- Character assassination (unrelated to a candidate's record in office)
- Claims about a candidate that are unsubstantiated by public/official documents or records, when applicable
- Graphic violence, content, or imagery
- Hate speech

Advocacy

Advertisements that express divergent points of view will be considered on a case-by-case basis. Ads that are deemed inconsistent with our audience or partner expectations will not be considered.

Advertisements must comply with all applicable federal, state and local laws, rules and regulations.

The advertisement must:

- Identify the entity that paid for the communication
- Provide at least one of the following: payer's permanent street address, telephone number or website address
- State who the individual or group paying for the communication is in language such as that "XXX is responsible for this communication," If applicable, the name of the sponsoring committee's connected organization is also required in the disclaimer
- maintain a level of truth and accuracy, fairness and humanity