

**KANTAR IBOPE MEDIA**

# Data Usage and Disclosure Guide



# Data Usage and Disclosure Guide

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The CLIENT shall keep all data received as a result of Kantar IBOPE Media's Service strictly confidential, not disclosing such data to third parties or using Kantar IBOPE Media Information in any manner other than as provided in this Guide.

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The CLIENT agrees not to sell, lend, lease, give, exchange, or otherwise transfer and/or distribute, except as permitted herein, all or any portion of any data file, information, or report provided by Kantar IBOPE Media as a result of the Services, or any copy thereof, to any non-subscriber, including the CLIENT's partners, without Kantar IBOPE Media's prior written consent. The transfer restriction provided herein also applies to any company belonging to the CLIENT's economic group, such as the CLIENT's controlled companies, controlling (parent) companies, subsidiaries, affiliates, associated, or related companies.

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The CLIENT may, however, disclose only limited excerpts representing summarized/consolidated results of Kantar IBOPE Media information in PDF format (i.e., Kantar IBOPE Media information that is not provided regularly, in sufficient quantity, or with enough quality to have independent commercial value), provided that any disclosure is accurate and not presented by the CLIENT in a manner that could mislead the recipients thereof. Conversely, Kantar IBOPE Media shall not be held liable for any information generated independently that has not been previously and expressly approved by Kantar IBOPE Media, and the CLIENT shall indemnify Kantar IBOPE Media for any losses and damages arising therefrom. Disclosure rules can be found in the agreement executed with Kantar IBOPE Media as referenced therein.

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The CLIENT represents that the CLIENT operates in the advertising market and agrees to use the Services provided solely in pursuit of such commercial interests. Both Parties agree that, following execution of the agreement, the CLIENT may disclose exclusively consolidated reports based on portions of Kantar IBOPE Media Information provided, within the CLIENT's business practice:

- a. To the CLIENT's own internal team;
- b. To advertising clients (solely to support media planning and buying) and prospective clients for whom the CLIENT performs media planning and/or buys creative agency and full-service agency services;
- b.1. The CLIENT may not share non-aggregated databases with advertisers acting as media entities that use the data for ad acquisition, sales, or placement.
- c. Outdoor Media Exhibitors, movie theaters, online media publishers/owners, TV channels (Free-to-Air or Pay TV), media and streaming platforms, local or national newspaper publishers, and magazine publishers.

4.1. Empresas de serviços/entidades e consultorias que não foram mencionadas nos itens 'a. a c.'acima devem

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Information may be shared by the CLIENT with individuals not mentioned above only after obtaining Kantar IBOPE Media's prior written approval, which may be withheld at Kantar IBOPE Media's sole discretion. At Kantar IBOPE Media's sole discretion, Kantar IBOPE Media may refuse to enter into such an agreement or grant any third parties access or rights to Kantar IBOPE Media information, and Kantar IBOPE Media reserves the right to charge for any such access. Kantar IBOPE Media is not responsible for the accuracy of any derived information produced by third parties from Kantar IBOPE Media information.

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**Unless expressly and previously authorized by Kantar IBOPE Media**, the CLIENT may not integrate the subscribed data into the CLIENT's Marketing Mix Modeling (MMM) or other data science services, and the CLIENT pledges not to share, sell, disclose, offer, and/or allow third parties (partners/clients/advertisers) to access such data.

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Any use of Kantar IBOPE Media's Services and Information not expressly permitted by this Agreement or by a written agreement between the parties is prohibited. For the avoidance of doubt, the following entities are not authorized to receive or access Kantar IBOPE Media information from the CLIENT: consultants, software solution providers, outsourced data processors, IT service providers, value-added data processors, media auditing companies, and media tracking firms.

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Under no circumstances shall the total or partial data and information provided by Kantar IBOPE Media be transferred to advertisers, even if they are CLIENT's customers, without Kantar IBOPE Media's prior consent, except as strictly provided herein. Any use of Kantar IBOPE Media's Service or Information by anyone other than the CLIENT for data modeling (internally or externally) or awareness tracking purposes is subject to a specific and separate agreement. The CLIENT must provide Kantar IBOPE Media with the name and contact details of any person to whom the CLIENT intends to transfer or allow use of Kantar IBOPE Media Information or Service elements (including creatives), so that Kantar IBOPE Media may negotiate a specific agreement; and Kantar IBOPE Media reserves the right to charge for such access. If the CLIENT wishes to grant access to Kantar IBOPE Media Information to an entity providing outsourced services to the CLIENT, the CLIENT must request Kantar IBOPE Media's consent, which shall not be unreasonably withheld but may only be granted following execution of a 'third-party access agreement' or other strict confidentiality and usage restrictions.

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The methodology and information provided in Kantar IBOPE Media's Services remain the exclusive property of Kantar IBOPE Media and shall be used and disclosed only within the limits provided herein. Kantar IBOPE Media is the sole owner of all data provided to the CLIENT. The CLIENT shall not transfer its login or password information to any third parties, even to affiliated companies not expressly designated as users. Kantar IBOPE Media's data shall not be loaded onto any third-party system without Kantar IBOPE Media's prior approval.

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The CLIENT is expressly expected not to present or transfer any data received to third parties, in whole or in part, nor grant access to Kantar IBOPE Media's platforms to any unauthorized user. The CLIENT shall not decompose, reverse engineer, sublicense, distribute, dispose of, modify, adapt, translate, or remove any proprietary or copyright notice from any Kantar IBOPE Media Service or Information.

10.1. It is strictly forbidden to share raw databases, files directly exported from the product, or direct figures and results with companies that are not contracting clients of Kantar IBOPE Media's Services.

10.1.1. Raw Databases: a set of data that has not yet been processed or organized, also known as source or primary data. These may be obtained through processing using Kantar IBOPE Media software or through files in various formats such as XLS, CSV, or proprietary databases in Kantar IBOPE Media-specific or data integration formats, such as API.

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The CLIENT's public written or visual disclosures (including public promotions and advertising), as applicable, must properly reference any data provided by Kantar IBOPE Media with respect to the exact dates and time periods covered by the cited data. In any case, the CLIENT shall be liable for any direct damage caused to Kantar IBOPE Media as a result of improper, inaccurate, and/or false information. If a CLIENT publishes incorrect data, Kantar IBOPE Media shall have the right to require the CLIENT to post an ERRATA or Retraction of such incorrect data within 5 days after receiving Kantar IBOPE Media's notice, and such publication shall, at Kantar IBOPE Media's sole discretion, appear in the same medium or through an alternative medium with similar reach.

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In all cases, the CLIENT shall be liable for any direct damages caused by such persons' misuse of data contrary to the terms provided in this Guide. Furthermore, the Services Kantar IBOPE Media provides may be suspended without prior notice in the event of a violation of the usage and confidentiality conditions set forth in the agreement.

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The CLIENT agrees and pledges not to use, nor allow any third party to use, the data accessed by the CLIENT—whose usage rights are limited by Kantar IBOPE Media, whether in whole or in part—for the purpose of training, evaluating, testing, improving, supporting, or developing any electronic learning (e-learning) models, artificial intelligence systems, or related technologies that generate or synthesize data or content without Kantar IBOPE Media's prior express consent. This includes, without limitation, large language models (LLMs), generative AI systems, computer vision models, or recommendation algorithms.

13.1. The data Kantar IBOPE Media provides to the CLIENT under this instrument shall be delivered solely and exclusively through the commissioned software. Without Kantar IBOPE Media's prior written authorization, the CLIENT may not use data received through the commissioned services in other third-party programs or applications not subject to this agreement. The CLIENT may not combine the data with other data not obtained from Kantar IBOPE Media or use third-party data within Kantar IBOPE Media's proprietary software. The CLIENT's violation of the terms in this clause shall result in the payment of contractual fines and damages, as set forth in the Disclosure Rules.

13.1.1. Such authorization granted by Kantar IBOPE Media may result in additional costs, which shall be added to the amount the CLIENT must pay for the commissioned services.