

# **General Terms and Conditions of the Company SMART AD d.o.o. for Publishers**

## **1. Definitions**

Smart AD d.o.o. services mainly comprise of leasing digital online advertising space (both desktop and mobile), as well as all other services that are presented and offered on the website [www.smart-ad.si](http://www.smart-ad.si).

The provider is Smart AD d.o.o., Parmova ulica 14, Ljubljana, VAT ID SI27359425.

The publisher is the owner and operator of the website that has control over its contents and has the competence to conclude an agreement with the provider for inclusion in this system.

The advertiser is the person or business that sells products or services, and the person who wants to increase the number of visits to their site and build their brand recognition, what he tries to achieve with help of purchasing digital media content at provider, respectively.

The website is a combination of all web pages and mobile web pages on a particular web address (domain) and mobile applications.

The web page is a single page (at a specific web address) in the context of the website and is presented in a single browser window. Navigating through it is possible by using the slider on the right side or a mouse or other suitable device.

The advertisement (or ad) is a notice for the general public, the publication of which is ordered by a legal or natural person with the aim of promoting circulation of goods, services, rights or obligations, acquiring business partners or generating public reputation and good name. The advertisement is published for payment or for similar compensation or for the purpose of self-promotion. The advertisement is defined by the location of publication (position within the website and position within each web page), terms and conditions of business (in range or keywords), content (graphic or text advertisement), and URL address.

The advertising campaign is the smallest unit of an advertising contract. It is managed as an indivisible whole, has its own name and its own statistics. It consists of displaying one or more advertisements on one advertising location, whereby all advertisements are intended to promote one website. The creatives of individual ads within a campaign can be different.

The creative in graphic advertisement includes text and graphic content of the advertisement, and only text in a text advertisement.

The visitor is every person who visits any web page within the website. A visitor is considered to be every client who has cookies enabled and who sends a request to display any content to the server administrator.

The click is an act of user interaction with the displayed advertisement. A click is performed when a user positions the cursor on the ad and clicks on it to initiate the procedure of redirection to the advertiser's web presentation. A click is therefore accomplished solely by the user being redirected to the advertiser and does not necessarily mean arriving at the final location. A click is recorded as accomplished on the advertising provider's advertising server, when it receives a request to redirect the user's browser, and it sends a response.

Display is an act of forwarding the content of the ad as a reaction to a claim to display the ad in the user's browser window. Displaying is recorded in the advertising provider's advertising server.

Tracking code is a part of program code, which is implemented into publisher's web page, which enables display of ads at specific and agreed web page.

CTR (click-through-rate) is the ratio between the number of clicks on each ad and the number of showings of the ad and tells what percentage of users, to whom the ad was displayed, also clicked on it. It represents effectiveness of the ad and depends on many factors, such as the objectives of the campaign, the attractiveness of ad content, ad content coherence with the target audience, frequency of display etc.

CPC (cost-per-click) and PPC (pay-per-click) respectively, is charging per click, which means that the website provider charges the advertiser for advertising based on the number of confirmed clicks on displayed ad.

CPM (cost-per-mile) is charging for 1000 views, which means website provider charges the advertiser performed advertising for every 1000 visitors, who saw the ad

## **2. Use and Validity of the General Terms and Conditions**

These terms and conditions are binding in their entirety for all publishers doing business with the provider, and have the nature of a contract or a legal arrangement between the provider and the publisher.

In the event that the provider and the publisher conclude a contract about their business cooperation in writing, it is deemed that these general terms and conditions supplement the contractual provisions. In the event of discrepancy between the general terms and conditions and individual contractual stipulations, the latter are directly enforced and have priority over the general terms and conditions.

The provider may change provisions of these general terms and conditions at any time.

The publisher is obliged to monthly monitor the provider's web page regarding any changes to the general terms and conditions; namely, within 30 days of the publication on the provider's web page the new general terms take direct effect and the business relationship continues under the modified general terms and conditions.

The publisher, who does not agree with the modified general terms and conditions, can terminate business cooperation with the provider without period of notice, within 15 days of the publication of the amended general terms and conditions on the provider's web page. Termination must be made in writing to the email address [info@smart-ad.si](mailto:info@smart-ad.si) or sent by mail, otherwise termination is not valid and has no legal effect.

## **3. Conclusion and Duration of Business Cooperation**

Before entering into a business relationship, the provider is obliged to send to the publisher the tracking code by e-mail.

The provider and the publisher enter a business relationship at the moment when the publisher implements the code (sent by the provider) into their website, which entitles the provider as of that moment to launch ads on the publisher's website;

The provider and the publisher are obliged to agree on prices and payment terms with a specific written agreement via e-mail, no later than 6 months from the beginning of the business relationship.

With the implementation of the provider's code the publisher confirms he is fully aware of the contents of the general terms and conditions, that they are understood, and accepted them entirely.

With the implementation of the provider's code the publisher is obliged to track, which cookies are uploaded to users of his web page. All tracked cookies should be included in legal notices of publisher's web page (e.g. Terms of use and Privacy policy).

In the event that the provider and the publisher would not have agreed, within a period of 6 months from the beginning of the business relationship, on the prices of the publisher's services, payment terms, and the method of charging regarding the advertising unit (displaying, clicks, etc. ...), the provider is entitled to terminate business collaboration with the publisher in writing without a period of notice, and is obliged to pay for services already rendered a reasonable price offered by comparable publishers.

In measuring the realized clicks and realized impressions on the server provider and publisher server is tolerated deviation in the measurement of up to 15%. In this case, the provider is entitled to charge for up to 15% less realized impressions and realized clicks for each billing monthly period.

The provider is entitled, in regard to the business relationship with the publisher and within the leased amounts, to launch ads of his own choosing at any time and also to change them at any time.

The provider can not be in no event liable for publisher's errors in the case of reporting incorrect data (eg. incorrect bank information, traffic information, etc.). The publisher, in this case bears the consequences of their own mistakes.

The business relationship is, in the absence of other written agreement, concluded for an indefinite period, whereby it can be terminated in writing by either the provider or the publisher with a notice period of 60 days.

#### **4. Conditions Regarding the Publisher's Web Sites**

The publisher's web site must contain only the dimensions of advertisements in accordance with IAB standards (unit is pixels), in particular:

a) ordinary mobile ads for smart phones:

- 300x250

- 320x50

- Full-screen video

- In-page video (Any size)

- 102x768

- 102x1024

- 768x1024

- 768x90

- 728x90

- Other

b) ads for Tablets:

- 300x250

- 728x90

- Full-screen video

- In-page video (Any size)

- 1024x1024

- 768x90

- 320x50

- 1024x768

- 768x1024

- Other

c) ads for Desktop:

- 300x250

- 336x200

- 728x90

- 160x600

- 640x360

- 970x250

- 300x600

- 970x90

- 300x1050

- 550x480

- Other

d) video mobile advertising (for tablets and smart phones);

e) video ads for desktop.

More about the dimensions of video mobile ads and video desktop ads can be found at:

<http://www.iab.net/guidelines/508676/508767/displayguidelines>

## 5. Prohibited Conduct

The publisher's web site may not contain content that is in any way contrary to the provisions of the Constitution of the Republic of Slovenia, is contrary to the valid regulations in the Republic of Slovenia, and which are in any way contrary to moral or generally known and accepted ethical principles.

The publisher's web sites must not show any kind of violence, intolerance, discrimination, threats, insults, pornography, drugs, alcohol, tobacco, weapons, terrorism; in short, anything that would be contrary to the above provision and which would in any way be contrary to the regulations in force, public order and morality; in addition, ads must not contain personal data of individuals without their consent, may not contain viruses or malware, and may not display content for which the publisher does not hold the copyright.

The publisher is obliged that his content on web pages and where tracking code is implemented are family-safe.

The publisher shall in no case either directly or indirectly:

- Generate traffic on any advertisement through any automatic, covert, fraudulent or any other irregular means, which invariably includes repeated personal clicks, use of robots or other software that automates traffic;
- Repair, filter or change the order of information shown in any ad, or delete, conceal, distort any ad in any sense;
- Frame, minimize, remove or otherwise prevent full and complete display of any advertised site that is accessible to the end user via a click on any part of the ad.
- Redirect the end user away from any advertised site or redirect them through another side to the advertised site; all clicks made on the advertisement must bring the end user directly, without any intermediate stops, to the advertised site.
- Show any ads on pages with an error, which invariably includes "404 Document Not Found". It is also not permitted to show ads on any page with registration or on a page where the user is thanked for registration, in any e-mail, chat site or on pages containing pornographic, racially intolerant, violent, offensive or illegal content;
- Access, run, and/or activate ads, or otherwise include ads in any application or website that you do not own; you can do so only to the extent permitted in this agreement;
- In any form acquire or store information obtained from any advertisement;
- Act in any way which is not in accordance with common business or participate in any action or practice that would throw a bad light on the owner or operator of the system or otherwise denigrate, devalue or harm the reputation of the owner and the operator. You agree that any violation of these rules may lead to legal proceedings against you, which may include immediate exclusion from the system.

## 6. Violation of General Terms and Conditions

The publisher is fully aware that any violation of these terms lead to legal prosecution against him, including the immediate exclusion from the system.

In case of violations of provisions of General terms and Conditions the publisher is obliged to assume all harmful consequences of their conduct, and is obliged to compensate the provider for all pecuniary or non-pecuniary damage that could have occurred in this regard.

In the event that, due to violations of General terms and Conditions, a third injured person directs compensation claims at the provider, the publisher is obliged to fully assume and, in the event of litigation, to defend the case instead of the provider.

## **7. Measuring Advertising**

The provider is entitled in regard to launched ads on the publisher's web site, to monitor and measure the amount of advertising or measure the ad display requests or clicks on the ad by the user.

Under the above provisions the following data is stored:

- Clicking on the ad,
- Time of visit / time of click,
- URL,
- Information on the cookie,
- IP address,
- Information on the software user.

## **8. Intellectual Property and business secrets**

All contents of the provider's system are protected by copyright as individual copyrighted creations and databases, respectfully. Protection covers in particular data, texts, multimedia content, software, and software and source code. Copyright protected content may be used only in the manner and purpose set out by these general terms and conditions and applicable legislation.

The publisher is obliged that he will treat this business cooperation as a business secret and, in any event, directly or indirectly, this information, that he cooperates with provider, is not be released to third parties. Violation of these provisions constitutes grounds for immediate termination of the contract and measures within the meaning of point 7 of these General Terms and Conditions.

## **9. Personal Data Protection and cookies**

The publisher is obliged in case of personal data collection and processing of his users, natural persons to have their personal consent to the collection and processing of personal data, all in accordance with the requirements of legislation on protection of personal data.

The provider can not and will not take responsibility in case of illegal personal data processing of publisher's users, natural persons.

The publisher expressly allows the provider, in the context of mutual cooperation and for the purposes of their business, to collect and processes all data that are necessary for this purpose.

In accordance with the above provision, in the event that the provider is processing the publisher's personal data, the acceptance of these General Terms and Conditions counts as a conclusion of a written contract on contractual processing of personal data and as the publisher's consent to the collection and processing of personal data, respectfully; all in accordance with the requirements of legislation on protection of personal data.

The publisher is obliged, during the business collaboration with the provider, to check at least once monthly which cookies are transcribed by the provider's system and consequently to the users of his web page. The publisher has to report cookies in accordance with legislation in his legal notices (e.g. Terms of use and Privacy policy).

Publisher is obliged to take all responsibility about noticing his users regarding uploaded cookies and regarding other requirements of the protection of the privacy of visitors to their websites.

In regard to collection and processing of personal data, the provider is obliged to consider all the regulation provisions regarding the protection of personal data and keep them only as long as necessary to achieve the purpose for which they were collected and processed.

## **10. Settlement of disputes**

The provider and the publisher undertake to resolve any disputes amicably; in the event that this is not possible, disputes will be decided by the competent court in Ljubljana.

The relationship between the provider and the advertiser is subject to Slovenian law, without application of the rules of international private law and procedure.

Ljubljana: 1. 6. 2016

Smart ad d.o.o.