

# SolAds Media GmbH - Terms and Conditions for Advertisers

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## Terms and Conditions for Advertisers

As of: 1 April 2015

### 1. General Information and Scope

- 1.1. By sending the offer to conclude a contract the advertiser accepts the priority of these Terms and Conditions over any different terms of his own.
- 1.2. The use of the SolAds platform and SolAds products is only allowed for entrepreneurs and their authorised representatives. Entrepreneurs are natural or legal persons or partnerships with legal personality which in the conclusion of a transaction are acting within their commercial or independent professional activity.

### 2. Definitions

In the context of these General Terms and Conditions, the following terms have the following meanings:

<b>SolAds</b>	SolAds Media GmbH, Ackerstraße 35, 10115 Berlin
<b>Advertiser</b>	the party that purchases advertising services from SolAds
<b>Advertising services</b>	services which SolAds provides to the advertiser in accordance with these terms and conditions
<b>Advertising spaces</b>	are the advertising spaces provided by our publishers on the Internet
<b>Advertisements</b>	are the advertising spaces provided by SolAds with advertising content
<b>Advertising environment</b>	is the respective website within which advertising space will be displayed. This may mean a website in the strict sense, but also apps or other appropriate areas for adverts.
<b>Targeting</b>	refers to the target-group-oriented display of advertisements
<b>Click Through</b>	the event that occurs when the link that is connected to an advertisement is clicked on by an Internet user, so that the user is redirected to the website that is connected to the link.
<b>Impression or advertising display</b>	Indicates the display of the advertisement within the viewport of the user interface.
<b>Internet users</b>	an individual who can see and click on an advertisement
<b>CPC</b>	Stands for "cost per click" and refers to a billing model on the Internet. It creates a payment obligation for the advertiser, if the Internet user clicks on the advertisement.
<b>CPM</b>	stands for "Cost per Mille" and refers to a billing model in online marketing. It creates a payment obligation for the advertiser as

	soon as the advertisement can be seen by Internet users. The level of remuneration is indicated by thousand possible viewings of the advertisement within the viewport of the user interface.
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### **3. Conclusion of the contract**

3.1. To conclude the contract, you can use our self-booking portal <https://admin.solads.media>. Through it, we conclude an agreement on the use of the SolAds platform (licence agreement) and, if necessary, on the delivery of your campaign (s) (campaign contract). When and how these agreements come into force is described below:

3.1.1. **Licence agreement** (self-booking)

Go to <https://admin.solads.media> and click on Sign Up, validate your email address, follow the subsequent user dialogue and confirm our Terms and Conditions at the end. Once your account is activated by us, you will receive an e-mail and can log in to your account.

3.1.2. **Licence agreement** (contract)

Alternatively, you can give us in writing or by phone the order to set up a user account for you. We will send you an e-mail with a username and password. In order to log in to their account in the first dialogue, users are requested to confirm our terms and conditions.

3.1.3. **Campaign contract** (self-booking)

The campaign contract starts as soon as you have made a deposit (prepayment) and have completely created and activated at least one campaign and this campaign has been activated by us.

3.1.4. **Campaign contract** (with insertion order)

A contract for the delivery of your campaign (s) can be individually agreed with us and it comes about through your offer and our acceptance.

### **4. Term and Termination**

4.1. The licence agreement is concluded for an indefinite period and continues until it is terminated by either of the Parties.

4.2. The campaign contract runs up to its temporal or budgetary limit or until terminated. You can cancel at any time and thus stop the delivery of the campaign(s).

### **5. Provision of Services**

The purchase of advertising services by the advertiser takes place in accordance with these Terms and Conditions, which apply to the exclusion of any conditions specified by the advertiser.

- 5.1. Through the submission of the advertisement by the advertiser SolAds has the right to display it, to transmit it and to promote it.
- 5.2. SolAds reserves the right to reject the advertisement (s) of the advertiser at its sole discretion, or no longer display them.
- 5.3. In the context of these Conditions, the number of click-throughs and impressions is calculated exclusively by SolAds on basis of log files from SolAds adservers.

## **6. Fees and Terms of Payment**

- 6.1. The advertiser must pay SolAds a fee for the delivery of his campaign. It is based on the advertising models defined in point 2.
- 6.2. Offer prices do not include VAT.
- 6.3. SolAds creates an invoice including VAT for each account deposit, increase or retrospective charge. The invoice will be dispatched in writing/by email.
- 6.4. Payments are due on invoicing. If payment is agreed, the due date is that of the conclusion of the contract.
- 6.5. Default occurs at the latest 10 days after the due date and receipt of the invoice.
- 6.6. Except for prepayments, SolAds reserves the right for a credit check.
- 6.7. In default of payment, SolAds reserves the right to suspend its services until all outstanding payments have been made.

### **6.8. Prepayment Accounts**

The advertiser can make a deposit on his account in advance by credit card or bank transfer. There is an initial deposit of at least EUR 50.00. The initial deposit is non-refundable. Should the advertiser wish to make a deposit that is higher than EUR 50.00, the sum in excess of this amount will be refunded by SolAds in the event of termination of the advertising services by the advertiser.

### **6.9. Accounts with budget limit**

If the advertiser has opened a credit account with SolAds in writing or by e-mail using an insertion order, the amounts consumed will be billed to him at the end of each calendar month.

**6.9.1. Accounts with absolute budget limit**

Advertisers can apply for or increase absolute budget limits with an insertion order (usually sent by e-mail). Advertisements can be displayed as long as sufficient budget is available. If all campaigns are paused or an end date stored in the system has been reached and at that time there is budget left on the account, these amounts are kept on the account and can be used for future activities.

**6.9.2. Accounts with monthly budget limit**

If the advertiser has applied for a monthly credit limit in writing or by e-mail through an insertion order, the same budget is available to him every month. He will be billed at the end of each month only for the amounts which he has used in that calendar month. Any unused amounts will not be carried forward to the following month. Insertion orders can be limited in time.

- 6.10. Objections to the invoice amount must be notified to SolAds in writing within 7 days of invoice. Thereafter, the invoice amount shall be deemed approved.

**7. Advertisements**

**7.1. Keyword Targeting**

The advertiser agrees that his advertisements will be delivered through input of the singular, the plural, the verb stem, abbreviations, or full forms which are associated with the keywords chosen by the advertiser.

**7.2. Content and semantic targeting**

The advertiser agrees that his advertisements will be displayed in advertising environments which SolAds or the software used by SolAds deem to be appropriate.

**7.3. Advertising Copies**

The copies of advertisements should be as factual as possible in representing the contents of the website of the advertiser. SolAds is in no way responsible for the website advertised in a specific advertisement and SolAds shall not be liable to the advertiser for the consequences of errors of the advertiser or any other party concerning the website designated in a particular advertisement. The advertiser agrees that SolAds has the right to remove signs from the submitted advertisement that are intended to highlight it in a misleading way, to modify the submitted advertisements for typing errors, to alter advertisements so that they comply with our policies or to reject advertisements if fundamental changes cannot be made.

- 7.4. The advertiser is solely responsible for all keywords, associated keyword matching options, advertisement text and URLs regardless of whether they were generated by or for the advertiser.

- 7.5. The advertiser agrees that in the event of submission of an advertisement to SolAds or instruction to SolAds to change one, it is the sole responsibility of the advertiser to ensure that the change (s) have been carried out correctly.

## **8. Responsibilities of the advertiser**

By placing an order for advertising services with SolAds the advertiser gives an undertaking that:

- 8.1. any legal liability for the advertisement or any linked web website or any web content and the consequences of its transmission or distribution by SolAds rests solely with the advertiser;
- 8.2. the information and content of the advertisements on all linked sites or web contents:
- 8.2.1. do not violate any legislation, other legal instruments or regulations, in all the countries or jurisdictions in which the advertisement can be accessed;
  - 8.2.2. do not violate copyright, trademark, intellectual property rights of any person or the privacy of an individual;
  - 8.2.3. do not contain any false, misleading, defamatory, threatening, racist, blasphemous or any other material that is unlawful in the country from which the advertisement can be accessed; the advertiser shall not use the service in a way by which the goodwill of SolAds could be impaired or damaged;
- 8.3. he will always keep all the information he has provided SolAds about himself and his company up-to-date, complete and accurate;
- 8.4. SolAds may send all notices and statements to the main contact e-mail address indicated in his account.
- 8.5. he will not assign the client account to a third party, not allow any unauthorised persons to use his account and keep his password confidential.
- 8.6. if SolAds believes at its sole discretion that these terms have been infringed, SolAds is entitled to immediately remove the advertisement.

## **9. Warranty and liability**

- 9.1. SolAds strives for the highest possible availability of the advertising services.

- 9.2. If permitted by law, however, SolAds gives no guarantees. In particular, neither SolAds nor any of its employees, agents, consultants or contractors give any warranties or undertakings that the services provided by them will be available, will meet the needs of the advertiser or be in continuous operation, secure or error-free, and that accordingly the use takes place at the own risk of the advertiser.
- 9.3. SolAds specifically gives no guarantees for the level or the timing of costs per click, the click-through rates or the supply of impressions, positioning, clicks or conversions for individual advertisements or targets.
- 9.4. SolAds endeavours to use appropriate controls to ensure the quality of traffic. If the advertiser identifies sources of SolAds which do not lead to expected conversion rates, it is the responsibility of the advertiser to block such sources, using the traffic selection tool that SolAds provides in the user interface for advertisers. SolAds, to the extent permitted by law, gives no warranties for the agreed advertising services.
- 9.5. In principle a refund for disputed traffic is only a gesture of goodwill and only for a maximum period of 60 days from the date of receipt of the corresponding notice from the advertiser to SolAds.
- 9.6. SolAds is in particular not liable for any failure or delay caused by conditions beyond its reasonable control, including, but not limited to, Acts of God, acts of any government, terrorism, natural disasters, strikes and outages.
- 9.7. In case of breach of contractual or pre-contractual obligations by SolAds or its agents SolAds is only liable for intent and gross negligence. This does not apply to liability for damages resulting from injury to life, limb or health. It also does not apply to breach of contractual obligations which are of particular importance for the fulfilment of the purpose of the contract (cardinal obligations).
- 9.8. The liability for breach of cardinal obligations shall be limited to the foreseeable contract damages at the time the contract is concluded.
- 9.9. Any further liability for damages - regardless of the legal nature of the asserted claim - is excluded. This is applicable in particular to torts under §§ 823, 831 BGB; the potential unlimited liability under the provisions of the German Product Liability Act remains unaffected.

## **10. Indemnification**

SolAds, its licensors, licensees, consultants, contractors, agents, and employees are hereby indemnified and released by the advertiser from all liability, losses, damages, claims, penalties, fines, costs, expenses, including unlimited legal fees as a result of the access or use the services, the programmes, the website or any other violations of the conditions, warranties or information in these terms and conditions. The advertiser is solely responsible for the defence of any claim and payment of damages, penalties or fines, or for any loss or liability resulting from the above, for SolAds or any third party. SolAds reserves the right to terminate the advertising services or to exclude temporarily suspend or block the advertiser (or the offer management software used by him) from all parts of the website if he has infringed the rules in these Terms and Conditions.

## **11. Communications**

SolAds is entitled to disclose general information to the advertiser by making entries on the website, and, if possible, send messages by email to the email address of the advertiser [or by mail to the mailing address of the advertiser]. The advertiser is authorised to forward messages to SolAds by email to the email address given in the contact details on [www.solads.media](http://www.solads.media). Notices shall be deemed received when an email is received in full, unless it arrives on a weekend or on a holiday at the place of reception; in these cases the communication is deemed to be received on the next business day.

## **12. Confidentiality**

SolAds and advertiser agree to treat as confidential all information submitted by the other party and not publicly known. This does not apply when disclosure is ordered by a court or is required for the official or judicial enforcement of its own rights against the other party.

## **13. Change of these Terms and Conditions**

- 13.1. SolAds may change these Terms from time to time to adjust them to the current organisational or procedural requirements or to changes in the law.
- 13.2. The applicable terms and conditions are provided on the platform so that the advertiser can read, download, and save them locally. Earlier versions are available on request.
- 13.3. With respect to changing conditions the advertisers will be informed by email at least 7 days prior to the entry into force. If the advertiser does not dispute the validity of the new GTC within two weeks, the Terms and Conditions will be deemed accepted. SolAds will separately notify the advertiser in the change email on the importance of this two-week period, the right of appeal and the legal consequences

of silence. If the advertiser disputes the changed conditions within the above period, the advertiser and SolAds are entitled to terminate the license agreement and campaign contract without notice.

#### **14. Entire Agreement**

These terms and conditions constitute the entire agreement between SolAds and the advertiser regarding the matters contained in it and supersede all prior agreements, proposals and communications, whether written or oral, between the advertiser and SolAds. The advertiser acknowledges that in accepting these terms and conditions he has not relied on any commitments from SolAds, apart from those which are expressly stated in these terms and conditions.

#### **15. Assignment**

The rights granted to the advertiser under the contract may not be assigned without prior written consent.

#### **16. Other agreements**

- 16.1. Changes to the Terms and Conditions and/or the individual contracts concluded between SolAds and the advertiser during the term of this agreement will be effective only if made in writing.
- 16.2. The place of performance and exclusive jurisdiction for all disputes arising from this agreement is Berlin. The contract is subject to German law. The application of the UN Sales Convention (CISG) is excluded.
- 16.3. If individual clauses of these Terms and Conditions are or become invalid, the validity of the remaining clauses will remain in full. SolAds and the advertiser will replace the invalid clauses by a valid clause that is economically as close as possible to the invalid clause. The same applies to gaps in these Terms and Conditions which subsequently become apparent.