

General Terms and Conditions of the Company SMART AD d.o.o. for Advertisers

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.

The provider is Smart AD d.o.o., Parmova ulica 14, Ljubljana, Tax No. 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 that sells products or services, and the person who wants to increase the number of visits to their site and build their brand recognition.

The website is a combination of all web pages on a particular web address (domain), mobile web pages, 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 advertising contracts. It is managed as an indivisible whole, has its own name, ID number 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 keyword is a word or phrase that the advertiser leases for contextually targeted advertising based on keywords within the system.

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.

Displaying is 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.

CTR (click-through-rate) is the ratio between the number of clicks on each ad and the number of displayings 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.

Charging by the display (pay-per-view) means that the website provider charges the advertiser for advertising based on the number of confirmed displayings of an individual ad.

Charging per-click (pay-per-click) means that the website provider charges the advertiser for advertising based on the number of confirmed clicks of an individual ad.

2. Use and Validity of the General Terms and Conditions

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

In the event that the provider and the advertiser 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 individual provisions of these general terms and conditions at any time.

Advertisers are obliged to weekly monitor the provider's web page regarding any changes to the general terms and conditions; namely, within 15 days of the publication on the provider's web page they take direct effect and the business relationship continues under the modified general terms and conditions.

The advertiser, 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 or sent by registered mail, otherwise termination is not valid and has no legal effect.

3. Conclusion, Conditions and Duration of Business Cooperation

Before entering into a business relationship, the provider is obliged to send the advertiser an offer for advertising (Media Plan) by regular or electronic mail, which contains all the essential elements of the contract, in particular the advertising plan, conditions and time component, and the price of advertising, and it must always include the applicable general terms and conditions .

The provider and advertiser enter a business relationship at the moment when the advertiser confirms in writing the Media Plan sent by the provider. By accepting the offer the advertiser confirms that they are fully aware of the contents of the general terms and conditions, that they are understood, and accepted in their entirety.

In case the provider estimates that the advertiser's invested funds will not be possible to spend within the prescribed period stated in the confirmed Media Plan, the provider is entitled to reallocate the remaining funds to other relevant and comparable media, as well as partner networks (Ron networks).

The business relationship is (in the absence of a different written agreement) concluded for the duration of the business relationship in relation to the advertising campaign, as specified in each individual Media Plan.

4. Ads related Conditions

Advertisements should be given solely in one of the advertisements dimensions in accordance with IAB standards, 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>

The advertiser can advertise through the provider only those advertised contents, for which it has obtained all relevant and necessary licenses and approvals.

Advertisements must 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.

Advertisements 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 advertiser does not hold the copyright.

In case of violation of the above provisions, the provider is entitled to reject any ad, and in the case of serious or repeated violations can fully terminate the business relationship with advertisers and withdraws from implementation of confirmed Media Plan without any compensation responsibility towards the advertiser.

In the event that violations of the provisions from the 2nd - 4th paragraph of this subsection cause the provider pecuniary or non-pecuniary damage, the advertiser 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 the above provisions, a third injured person directs compensation claims at the provider, the advertiser is obliged to fully assume and, in the event of litigation, to defend the case instead of the provider.

5. Keywords for Contextual Ads Display

Conditions for contextual ads display:

Contextual ad appears on the web page that is included in the system, and in which the content relates to keywords, which were defined by the advertiser as a condition for displaying the ad.

Choosing keywords for contextual ads display: Contextual ad can appear only on those keywords that are related to the content of the advertised web page. This connection must be at least indirect and the system provider - Smart AD - reserves the right to determine keyword relevance in terms of the overall ad and user experience, while the advertiser has the right to present their arguments on controversial keywords. The main criterion for judging is the rule that the advertisement as a whole has to improve the quality of user experience or must at least maintain it on a certain level. In principle, all keywords are available for advertising, including the names of companies, trade and service marks, products, etc. if the ad as a whole, along with the keywords, corresponds with the general terms and conditions for all the ad slots in the Smart AD system. The system provider reserves the right to subsequently exclude any word from the list of leased keywords, if they deem it necessary in order to respect these general terms and conditions or to abide by existing legislation.

6. Prohibited Conduct

The advertiser may in no case neither directly nor indirectly generate automated, fraudulent and any invalid clicks and modify code without prior authorization by the owner or operator.

In case of violation of the above provisions, the advertiser 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 the above provisions, a third injured person directs compensation claims at the provider, the advertiser is obliged to fully assume and, in the event of litigation, to defend the case instead of the provider.

7. Measuring advertising, statistics management and payment terms

The provider is entitled in regard to launched ads 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:

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

After expiry of the advertising campaign or after expiry of the approved bids for advertising (Media Plan) the provider is obliged to send the advertiser a report on the activities that were carried out, demonstrating purposeful spending of the advertiser's invested assets. The report must also include statistics containing data on the number of clicks, number of searches and CTR.

Along with the report, the provider is entitled to send an invoice for services rendered in accordance with the approved bid for advertising (Media Plan).

In case of disagreement with the amount and due date of the invoice, the advertiser is obliged to refuse the invoice within 8 days from its date of issue, as it is otherwise deemed fully validated and subsequent complaints are not accepted; timely rejection of the invoice does not suspend payment of the undisputed part of the invoice.

The provider is obliged to run advertising statistics honestly and to send a report that fully corresponds with the actual state, which is determined on the basis of analytical techniques and tools that are used to measure advertising campaigns.

In the event that the advertiser also is using its technology to monitor the results of advertising and the individual measurements between the provider and the advertiser do not match each other, both the provider and the advertiser are bound to resolve this situation with a certain written agreement within 15 days of receipt of the advertiser's notice about divergences, with the burden of proof on the part of the advertiser.

8. Intellectual Property

All contents of the provider's system are protected by copyright as individual creations or as databases. 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.

9. Personal Data Protection

The advertiser 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 advertiser'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 advertiser's consent to the collection and processing of personal data, respectfully; all in accordance with the requirements of legislation on protection of personal data.

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.

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.

10. Settlement of Disputes

The system provider is solely responsible for the settlement of all claims, complaints and comments regarding the operation and content of the system, including in regards to displaying and content of the ads. In case of questions and complaints regarding the system, the advertiser can contact the Smart AD System User Support Center, contact address info@smart-ad.si. Directly contacting the advertiser or any third party by the advertiser about comments on the operation of the system is not allowed. The advertiser is obliged to provide any complaints regarding the performed advertising in the system in writing to the Smart AD System User Support Center within 8 days from receipt of the invoice for advertising. After this period, complaints concerning the performance of advertising is not complied with, and after the expiry of this period, the advertiser expressly waives all claims in this regard.

The provider and the advertiser undertake to resolve any disputes amicably; in the event that this is not possible, disputes will be decided by the competent court taking into account place of business of the provider.

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

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