

# Terms and Conditions: Marketplace Buyers

These special terms and conditions apply to any Customer's use of an Adnuntius Marketplace in the role of an advertiser or agency, and apply in addition to Adnuntius' [General Terms and Conditions](#) and Order Form, which jointly constitutes the agreement (the "Agreement") between the Customer and Adnuntius.

## 1 The Parties' Responsibilities

**1.1 Access to Content.** Adnuntius works with certain content owners and lets them sell digital advertising and data through the Services. Customer acknowledges that these content owners may freely add or remove content for sale, and that Adnuntius shall only be responsible for providing access for Customer to purchase whatever content is made available by these content owners, and not be responsible for the content itself, as this is fully owned and managed by these content owners.

## 2 Fees and Payments

**2.1 Fees.** Customer shall pay all fees specified in all applicable Order Forms, addendums and amendments hereunder in consideration for Adnuntius' provision of the Services. Customer shall pay to Adnuntius all fees that are owed under the Agreement even if the Customer has not received payment outstanding from the transactions utilizing the Services. Except as otherwise specified in this Agreement or in an Order Form, (a) fees are quoted and payable in Euro, (b) payment obligations are non-cancellable and fees paid are non-refundable, and (c) the amount of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Adnuntius reserves the right to adjust any fee with a 3 month written notice.

**2.2 Invoicing and payment.** Unless otherwise stated in the Order Form, (a) invoices shall be sent to Customer to an email address specified in the applicable Order Form, and (b) invoiced charges are due 30 days from the invoice date.

**2.3 Overdue Charges.** If any invoiced fees or charges are not received by Adnuntius within the respective due date of such invoice, then Adnuntius shall have the right to take the following actions: (a) Immediately after the due date send an invoice reminder with due date 14 days from the reminder date, containing the owed amount plus a charge of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; (b) if the fees and charges are not received by Adnuntius within expiry of the due date of the invoice reminder, then Adnuntius may send another reminder (collection notice) due 14 days from the reminder date, containing the owed amount plus another charge of 1.5% of the original outstanding balance per month, or the maximum rate permitted by law, whichever is lower; and (c) if the charges are not received from Customer by the due date of the second reminder, then Adnuntius may transfer the responsibility of further collection to an external debt collection agency, after which separate rules may apply.

**2.4 Suspension of Services and Acceleration.** If any amount owed by Customer under this Agreement or any other agreement for the Services is 30 or more days overdue, Adnuntius may, without limiting Adnuntius' other rights and remedies under this Agreement and/or applicable laws, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Services to Customer until the fees are paid in full.

**2.5 Taxes.** Unless otherwise stated on invoices and/or credit notes, no fees shall include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively "Taxes"). The Customer is responsible for paying all Taxes associated with the Customer's purchases or income hereunder. If Adnuntius has the legal obligation to pay or collect Taxes for which the Customer is responsible under this clause, the appropriate amount shall be invoiced to and paid by the Customer, unless the Customer provides Adnuntius with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Adnuntius is solely responsible for Taxes assessable against it based on Adnuntius' income, property, and employees.

## 3 Data

**3.1 Customer Data.** Customer is responsible for (a) The Customer's, Public User's and Users' use of the Services, and (b) the appropriateness and legality of all Customer Data. Customer acknowledges that Adnuntius acts as a mere technological carrier and is not responsible for the content of the Customer Data or for evaluating the appropriateness of the Customer Data in relation to the environment where they are disclosed or published.

**3.2 Privacy.** The Customer shall comply with all applicable laws relating to Public User privacy and the collection and use of information from Public Users to the Services. Examples may include, but are not limited to, having a privacy policy on its website(s), and the opportunity for Public Users to opt in or out of being tracked.

**3.3 Data Processing Agreement.** The parties shall, if required by law, enter into Adnuntius' standard Data Processing Agreement that secures adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of data subjects, that describes the relationship between the parties, and that ensures that the parties follow applicable data protection law.

## 4 Content

**4.1 Content.** Customer shall ensure that the creative content is in accordance with at all time applicable law, regulation and ethical regulation (hereafter referred to as "Applicable Law"), and that the creative content will not appear indecent or offensive to the general public. Examples of illegal content may, depending on Applicable Law include, but not limited to, tobacco and alcoholic beverages, weapons, and lotteries and gambling that are subject to advertising prohibition.

**4.2 Political ads: Definition.** Political advertising (hereafter referred to as "Political Ads") means the preparation, placement, promotion, publication, delivery or dissemination, by any means, of a message, normally provided for remuneration or through in-house activities or as part of a political advertising campaign: (a) by, for or on behalf of a political actor, unless it is of a purely private or a purely commercial nature; or (b) which is liable and designed to influence the outcome of an election or referendum, voting behaviour or a legislative or regulatory process, at Union, national, regional or local level.

**4.3 Political Ads: Compliance.** The Customer shall use its best effort to determine whether a campaign should be considered a Political Ad, and if so act according to the terms herein. Whenever Political Ads are served the Parties shall, if affected by it, act in compliance with the Regulation of the European Parliament and of the Council on the transparency and targeting of political advertising (hereafter referred to as "Political Advertising Law").

**4.4 Political Ads: Provision of information.** The Parties acknowledge that whenever Political Ads are served, Adnuntius is required to, and will, make certain information publicly available. Examples include (but are not limited to) the name of the party paying for the ad (the sponsor), the amount paid, and information about the election in question. When the Customer serves Political Ads, in order to enable Adnuntius to provide the required information, the Customer shall ensure that (1) the advertiser's (sponsor's) name registered in Adnuntius is the same legal entity that pays for the campaign in question; (2) provide all other information required by Political Advertising Law and requested by the Services; and (3) ensure that no information is deleted from the Services after a campaign has started delivering impressions.

**4.5 Political Ads: Notification.** In the event that a Party suspects that the other Party is not in compliance with Political Advertising Law, that Party shall without undue delay notify the other Party.

**4.6 Political Ads: Foreign Entities.** Without prejudice to stricter national rules, in the last three months preceding an election or referendum organised at Union level or at national, regional or local level in a Member State, traffic of Political Ads pertaining to that election or referendum shall only be delivered on behalf of a sponsor, or service provider acting on behalf of a sponsor, who is (1) a citizen of the Union; or (2) a third-country national permanently residing in the Union and having a right to vote in that election or referendum in accordance with the national law of the Member State of residence; or (c) a legal person established in the Union which is not ultimately owned or controlled by a third-country national, with the exception of third-country nationals referred to in point (2), or by a legal person established in a third country.

**4.7 Political Ads: Targeting.** The Parties acknowledge that Political Ads are subject to limitations in targeting that can be applied to ads, unless explicitly consented to by Public Users, and the Customer agrees to limit targeting in

compliance with Political Advertising Law. Adnuntius shall use its best effort to limit targeting options to what is in compliance with Political Advertising Law.

**4.8 Political Ads: Product choice.** When buying Political Ads using the Services, the Customer shall choose the product intended for Political Ads. Adnuntius shall use its best effort to ensure that this product is clearly labeled or named appropriately to make selection easy, and limit the targeting options to what is allowed by Applicable Law, given the consent provided. The Customer agrees not to use Personal Data to target its campaigns, unless explicit and separate consent has been provided by the Public User.

**4.9 Political Ads: Availability.** Within 72 hours of the first publication of the advertisement Adnuntius is obliged to make the Political Ad and the related information available to the European Register of Online Political Advertising, where it will be publicly available for a period of 7 years. Adnuntius is also obliged to store and, in some cases, transmit the political advertisement and the information required under the 'Regulation on Transparency and Targeting of Political Advertising' for a period of 7 years after the latest publication. The Customer guarantees that the material provided to Adnuntius has been cleared for this use.