

Terms and Conditions: Marketplace Sellers

These special terms and conditions apply to any Customer's use of an Adnuntius Marketplace, 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 Demand. Adnuntius works with certain advertisers and agencies and lets them buy inventory provided by the Customer. Customer acknowledges that these advertisers and agencies may freely create, modify or remove their campaigns, and that Adnuntius shall only be responsible for providing access for Customer to sell its inventory to the advertisers and agencies that at any time purchase such inventory through Adnuntius.

1.2 Blocking. Adnuntius shall provide the Customer with functionality that allows it to block certain campaigns and creatives within the Service.

2 Fees and Payments

2.1 Invoicing and Payments. The following shall apply unless otherwise stated in the applicable Order Form: (a) payments shall be collected from advertisers and agencies by Adnuntius with due 30 days from the end of the month; (b) payments shall be made to seller according to the conditions described in the applicable Order Form, as per numbers provided by Adnuntius to the Customer in the Services' user interface; and (c) payments shall be made by Adnuntius to the Customer based on a credit note supplied by Adnuntius no later than 10 business days after the end of each month, with a due date 45 days from the issue of that credit note.

2.2 Fees. Adnuntius reserves the right to adjust any fee with a 3 month written notice.

2.3 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.