

Terms and Conditions: Self-Service

These special terms and conditions only apply to any use of Adnuntius Self-Service, 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 Governing Self-Service Advertisers

In order to govern Self-Service Advertisers' use of the Services, the parties agree that the Services shall link to these terms and conditions for Self-Service Advertisers, and that Self-Service Advertisers shall, when registering an account, agree to those terms and conditions.

1.2 Promotion

The Customer acknowledges that the success of the Services depends, among other, on promoting the Services to Self-Service Advertisers. Customer therefore agrees, as may be reasonably expected, to market those Services to potential Self-Service Advertisers with the intent to drive traffic to the Services. Examples of such promotion include, but are not limited to, the examples provided on this page.

2 Fees and Payments

2.1 Invoicing and payments using payment service providers

If the Customer chooses to let the Services collect payments from Self-Service Advertisers using payment service providers, then the following shall apply unless otherwise stated in the applicable Order Form: (a) payments shall be collected from Self-Service Advertisers by Adnuntius' payment service provider account; (b) payments shall be made as per numbers provided by Adnuntius to the Customer in the Services' user interface after end of each month; (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 due date 30 days from the issue of that credit note; and (d) "Ad spending" as set forth in the applicable Order Form means the gross advertising amount, spent by advertisers before any fees are subtracted.

2.2 Invoicing and payments when Customer invoices Self-Service Advertisers

If the Customer chooses to collect payments from Self-Service Advertisers by sending invoices, then the following shall apply unless otherwise stated in the applicable Order Form: (a) the Customer is responsible for invoicing the correct amounts based on reports provided by Adnuntius in a user interface or in an application programming interface; (b) Adnuntius shall invoice the Customer by sending that invoice to the email address specified in the applicable Order Form, (c) invoiced charges are due net 30 days from the invoice date unless otherwise specified in the applicable order form; and (d) Customer shall pay to Adnuntius all fees that are owed under this Agreement even if the Customer has not received payment outstanding from Self-Service Advertisers.

2.3 Coupons

If the Customer chooses to use the Services' ability to offer coupons to Self-Service Advertisers to provide them with discounts, then the Customer shall still pay to Adnuntius according to the applicable Order Form, and based on Self-Service Advertisers' cost before discount.

2.4 Fees

The fees and currencies applied shall be specified in the applicable Order Form. Adnuntius reserves the right to adjust any fee with a 3 month written notice.

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.