



ADITIC Terms and Conditions

1. Purpose

The present Terms and Conditions define the conditions under which publishers, agencies and advertisers enter the ADITIC network and the obligations upon which all parties may use ADITIC, a brand of Sofialys SAS.

Please carefully read and agree the Terms & Conditions before using the service; by signing up as a Publisher, Agency and Advertiser, you understand and agree to those Terms & Conditions.

2. Definitions

ADITIC controller: our team that makes sure all sites, applications and campaigns registered on our site do respect the Aditic rules. A campaign always has to be approved by the ADITIC controller before it can be published.

Ad impression: An advertisement impression transpires each time a consumer is exposed to an advertisement (either prepended or appended to a SMS message, on mobile web or web page, within a video clip or a related media).

Ad network: ad networks act as brokers for agencies, advertisers and websites. Ad networks pool hundreds or even thousands of Web pages together and facilitate advertising across these pages, thereby allowing Agencies and advertisers to gain maximum exposure by covering even the small sites.

Ad space: Any space within a site or an application that has been reserved for the display of advertising. Its dimensions and location within an application typically define an ad space.

Advertiser: any party that is willing to pay in order to display some form of commercial message.

Agent/Agency: any company which help other companies (advertisers) to communicate with current and potential consumers. One agent/agencies work with several advertisers.

API (Application Programming Interface): An API is an Interface which is used for accessing an application or a service from a program. An API makes it possible to use programs from within programs; therefore it is the foundation for modular systems with clearly defined Interfaces between separate components.

Auction: process of buying and selling ads by offering them up for bid, taking bids, and then selling the item to the highest bidder. The way ADITIC grants ad spaces to Agencies and Advertiser is based on auction.

Banner: A graphic image used on sites to advertise a product or service. Banner ads come in numerous sizes, and are typically presented in rectangles pixels wide X pixels high.

CPM: the Cost Per Thousand (CPM) is The cost of delivering 1,000 gross impressions.

CPC: The Cost Per Click a system where an Agencies or Advertiser pays an agreed amount for each click someone makes on a link leading to their web site.

CTR (Click Through Rate): number of clicks divided by the number of ad impressions.

House ads: ads, banners or any other forms of advertising, served on the publisher's inventory to promote its own products and services

Mobile Web: A mobile website that is specifically designed and formatted for display on a mobile site

Page view: Unit of measure that tracks the number of times users load a particular web or WAP site/ page.

Publisher: A company that distributes Mobile Web sites and/or applications.

Revenue share: Each party behind the mobile marketing initiative splits the revenue derived from the mobile marketing program.

SDK (software development kit (SDK or "devkit")) is typically a set of development tools that allows a software engineer to create applications for a certain software package, software framework, hardware platform, computer system, video game console, operating system, or similar platform.

Site tagging: The process of inserting advertising tags into a mobile web (WAP) site that allows a mobile campaign management platform to deliver advertisement on the site

Targeting: various criteria to make the delivery of a mobile advertising more precise (age, gender, geographical, day parting, household income, etc...)

Unique User (UU): a specific mobile subscriber. Every mobile subscriber has some sort of alpha and /or numeric code not personal subscriber data like name or phone number) that is sent with each advertisement request. These unique identifiers are used to determine how many (unique user) view a message.

3. Governing law

Both parties agree that they will try to solve conflicts that might be arise between them primarily with amicably negotiation and they shall appeal to the Courts of Law only if negotiations are inefficient.

Should the parties be unable to reach an amicably agreement within a period of one (1) month from the date of the first presentation of the recorded delivery letter with acknowledgement of receipt notifying the other party of the difficulty in question, all disputes shall be submitted to the competent Tribunal.

The law governing this Agreement shall be the law of France.

For any disputes arising from or in connection with this Agreement the Parties shall be submitted it, with express waive to the jurisdiction that correspond them, to the Tribunals of Paris and to the French legislation.

4. Term and termination

- This agreement is effective from the effective date when the publisher, agency or advertisers joins the ADITIC network.
- In the event the Publisher, Agent and/or Advertiser fails to comply with any requirement, ADITIC may give him formal notice, by registered letter with acknowledgment of receipt, to cure such default. If the Publisher, Advertiser and/or Agent fails to cure the default, ADITIC may suspend the publication of Campaigns within two (2) days following receipt of the formal notice or terminate the Agreement within fifteen (15) days following receipt of the formal notice without prejudice to any resulting damages. In the event of a suspension, and until expiration thereof, all due amounts for the Campaign remain payable by the Agency or Advertiser.

The Agreement may be terminated, automatically and without prior notice, by ADITIC without the Publisher, Advertiser and/or Agent being entitled to any compensation.

5. Mobile websites or applications

Site or application validation

Publisher registers its mobile website or application and submits it to the ADITIC controller; once validated campaigns can start being served onto the Publisher's site or application.

ADITIC reserves the right to refuse and reject any new or existing mobile website or application that do not respect the ADITIC content guidelines as described hereafter.

Publisher's site or application receives the ADITIC controller's validation within 48h. While waiting for validation, ADITIC will serve ads from charitable organization and other humanitarian associations.

Publisher is solely responsible for the content of its mobile website or application.

Ad spaces

Only the publisher decides where ads are to be displayed in its mobile website or application. Ads cannot be placed on blank pages or non existing mobile websites or applications.

Publisher house ads

Publisher has the opportunity to serve house ads whenever ADITIC is not able to serve paying ads on the Publisher's inventory which might happen from time to time. To do so, the Publisher has to register as an Advertiser and submit its own house ad campaign to ADITIC. These house ads campaigns must respect the ADITIC content guidelines described hereafter.

6. Advertising campaigns

Campaign validation

Agencies and advertisers are solely responsible for the content of the ads, the targeting set up and the click destination they use on ADITIC. All ads must respect the ADITIC content guidelines as described hereafter.

The Agency or Advertiser is exclusively liable for publishing the advertisement. Specifically, the Agency or Advertiser certifies that he shall be personally liable for providing all rights and authorizations required for the posting of his Campaign and for all subsequent operations thereof, including if he has granted a third party with power of attorney to perform such duties.

The Agency or Advertiser certifies that his Campaign does not violate any applicable law, regulation and/or standard, including those related to advertising, intellectual property, personal data collection, or to any rights of third parties (rights of publicity, intellectual property rights, corporate name, business name, domain name), or to any code of professional ethics. The Agency or Advertiser secures ADITIC against any legal proceedings and/or actions from any natural or legal person, for any reason, resulting from posting the Agency or Advertiser's ads through the ADITIC service. Consequently, the Agency or Advertiser pledges to bear all expenses incurred as a result of any legal or non legal action taken by a third party against the Advertising Campaign, and of any transaction, as well as any damages resulting from such actions or transactions.

The Advertising Agency reserves the right to refuse a Campaign, or to cancel an ongoing Campaign, without the Agency or Advertiser and/or Agency being entitled to any related compensation, if, because of its nature, contents or presentation, it

- (i) may lead to protests from anyone, including on the grounds that it is contrary to moral standards, may impair man dignity, may induce discrimination, hatred, violence, racism, etc., or
- (ii) (ii) may violate all applicable laws and regulations, including those related to advertising and intellectual property or
- (iii) is in no direct and exclusive connection with the domains and products or services indicated in the Agency or Advertiser's Brief, or its wording substantially differs from that prescribed in the Agency or Advertiser's Brief
- (iv) its contents might prove harmful to the image or business interests of ADITIC, including messages designed to promote the activities of ADITIC's competitors involved in the business of mobile advertising.

In the event that ADITIC refuses to post the Agency or Advertiser's Campaign for any of the above reasons, the Agency or Advertiser shall be notified of such refusal at the latest 24 hours following the Agency or Advertiser's Briefs submission date (See Appendix 3). To be allowed to use the intended Advertising Space, the Agency or Advertiser and/or Agent must submit a revised version of the Campaign within 24 hours. If the Agency or Advertiser decides not to submit any revised Campaign, all chargeable amounts shall remain payable.

If the Agency or Advertiser's Campaign is suspended for the second (2) time, for any of the above reasons, ADITIC reserves the right to refuse a third Campaign.

Restrictions

ADITIC will not be held responsible for the number of impressions or clicks it delivers to the Agency or Advertisers and does not guarantee any level or ROI on its network. Similarly, ADITIC will not be held responsible if the targeting or capping parameters do not deliver as expected on a particular campaign.

7. Content guidelines

In order to comply with local regulation and protect users, ADITIC reserves the right not to validate mobile website and application and not to serve campaign ads that contain the following type of content: nudity, erotic/adult, violence/weapons, racism, drugs, tobacco and prostitutions.

It is possible for publishers to accept ads from gambling and alcohol brands but after validation; ADITIC reserves the rights not to serve those ads.

8. Payment, fees and credit

Currency

All prices are in Euros €.

Publisher share

With ADITIC publisher receives 60% of the Net advertising revenues spent by Agency or Advertisers on their inventory – application or website. All payments are made in Euros €.

Net revenues means actual revenues received by ADITIC for the sale of the Publisher's inventory, less bonuses and commissions granted to Agencies and Advertisers and any other fees related to the serving of the ads.

Sales are based on live auctions and campaigns' CPC vary according to the Agency or Advertisers' bids.

Payments will be made to the Publisher on the first Monday of each calendar month. Payment to the Publisher will be made only if the fees to him are equal or superior to €60; if not, payment will be made at the end of the next payment cycle if the amount equals at least €60. ADITIC reserves the right to change its price list and policy and apply new pricing at any time in the process upon prior notification to the user.

ADITIC reserves the right not to pay publishers that violate the ADITIC terms and conditions and will not pay publishers for any invalid or fraudulent ad impressions or clicks.

All payments are made to you VAT included.

Agency and Advertiser payment

Agencies and Advertisers book campaigns through the auction-based ADITIC system and interface. All prices are CPC-based and exclusive of VAT/Taxes. Agencies and Advertisers agree that all advertising are paid in advance and will receive an invoice with details of the booking. All payments are made in Euros €.

ADITIC reserves the right to negotiate separately with some Agency or Advertisers from time to time and agree on different business terms.

ADITIC may change its booking policy from time to time and will notify Agencies and Advertisers of such amendment in due time.

If you are an Agency or Advertiser based in France or any other countries from the European Union, we shall by law withdraw VAT from the amount your credit on your ADITIC account. If you, for instance, credit your account of 100, the actual sum available for campaigns will be 100 less 19.6%.

If you are an Agency or Advertiser based outside of The European Union, VAT does not affect your ADITIC credit. If you, for instance, credit your Aditic account of 100, the actual sum available for campaign is 100.

9. Property rights

The Parties agree that Sofialys, owner of the ADITIC brand, or its licensees are the proprietor of all intellectual property rights with respect to the www.aditic.net, www.aditic.fr and www.aditic.com webs sites including but not limited to patents and all applications, continuations, continuations-in-part and extensions with respect thereto; copyrights, and all other rights in works of authorship recognized in any jurisdiction; trade secrets; trademarks, service marks, logos and product names; all applications, registrations and renewals with respect to any of the foregoing; all other intellectual property rights and rights in trade secrets that may be recognized in any jurisdiction; and all rights to sue for and remedies against past, present and future infringements or misappropriations of the foregoing.

10. Data ownership

All data collected by or through ADITIC's market place services belongs to ADITIC and is deemed as ADITIC's data. ADITIC may use this data for marketing support, but this data shall not be used by Publishers, Agencies and Advertisers unless ADITIC gives its permission.

Publisher, Agencies and Advertisers will access all relevant data through the dedicated ADITIC reporting system and while we make sure all data does not contain any errors, ADITIC shall not be held responsible for any inaccurate information. Publisher, Agencies and Advertisers recognise and accept ADITIC's number of impressions and clicks as final.

11. Exclusivity

No exclusivity whatsoever shall be granted to the Publisher, Advertiser and/or Agent.

12. Confidentiality

Each party must maintain as strictly confidential and secret any business related to the other party, and must not disclose to any third party, for valuable consideration or for free or in any form, information regarding the other party and related to the Terms & Conditions, unless prior written consent from the other party naming the recipient(s) of the information and contents thereof, throughout the Campaign and for two (2) years following expiration thereof, for any reason whatsoever.

13. Force majeure

Neither party shall be held liable for any breach of Contract if the said breach results from a government decision, including the removal or suspension of a license granted to ADITIC, from a fire, a state of declared war, a civil war, acts of terrorism or a national strike, and more generally from any other force majeure occurrence as defined in the Court of Final Appeal case law.

The party affected in the performance of its duties following a force majeure occurrence must promptly inform the other party of such force majeure occurrence. The parties shall then use their best efforts to take all reasonable actions in order to mitigate the adverse effects of such occurrence. Neither of the Parties may invoke an event of force majeure in order to terminate the Agreement or to claim penalties for lateness or failure to perform any obligation created by the Agreement.

However, if the occurrence continues further than one (1) month, the Agreement may be terminated by the most diligent party without having to pay for any compensation to the other party.

14. Quality

In the event of a failure to comply with service quality requirements established by ADITIC, the Publisher, Agency or Advertiser shall be notified by email: if, within two days, the failure to comply has not been cured, ADITIC reserves the right to exclude the site or application from the Publisher or cancel the Agency or Advertiser's Campaign and shall notify all involved parties, all chargeable amounts remaining payable.

If a Publisher's site or application or an Agency or Advertiser's campaign is cancelled for the second time following a failure to comply with service quality requirements, ADITIC reserves the right to refuse a third submission of site or application or campaign.

15. Communication

The correspondence between the parties shall be made in writing and signed by an authorized representative of the relevant party.

Any correspondence for the attention of ADITIC shall be sent to the following: ADITIC, 9 Villa Pierre Ginier, 75 017 Paris, France or to the following email: contact@aditic.com

Notifications including an advance notice must be sent by registered letter with acknowledgment of receipt and carriage paid. Unless otherwise specified, deadlines prescribed under the Agreement are effective as of the date of first production of the notification.

16. Marketing

Publishers, Agencies and Advertisers are willing to collaborate and publish a press release with ADITIC.

However, except as set out herein, neither party shall make any announcement of this Agreement or its subject matter without the prior written approval of the other party except as required by law or any regulatory authority.

17. Limitations of Warranties and Liabilities

ADITIC does not guarantee and rejects any liability related to the Campaign's success or outcomes and to the use of Advertising Spaces chosen in the course of the Campaign, including from the perspective of intellectual property rights.

In any event, ADITIC shall not be liable for any indirect damages and losses, such as sales losses resulting from a technical malfunction, including of its platforms.

In the event of direct damages, ADITIC shall not be liable for more than the Campaign price paid by the Advertiser and/or Agent.

18. Change policy

ADITIC may amend its T&C's at any time, at our sole discretion. The T&C's that apply to you are those in effect at the time you use the ADITIC service.