

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.com.

The provider is Smart AD d.o.o., Parmova ulica 14, Ljubljana, VAT ID 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 or business that sells products or services, and the person who wants to increase the number of visits to their site and build their brand recognition, what he tries to achieve with help of purchasing digital media content at provider, respectively.

The website is a combination of all web pages and mobile web pages on a particular web address (domain) 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 an advertising contract. It is managed as an indivisible whole, has its own name 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.

Display is an act of 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.

Retargeting is a form of ad serving which to a visitor an ad re-appears on the basis of his or her personal preferences.

Tracking code is a part of program code, which is implemented into publisher's web page, which enables display of ads at specific and agreed web page.

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.

CPC (cost-per-click) and PPC (pay-per-click) respectively, is charging per click, which means that the website provider charges the advertiser for advertising based on the number of confirmed clicks on displayed ad.

CPM (cost-per-mile) is charging for 1000 views, which means website provider charges the advertiser performed advertising for every 1000 visitors, who saw the 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.

The list of publishers added to the Media Plan, in which the advertisement is expected to appear, is purely for information purposes and the list of media is not being completed. The list depends on a daily fluctuations in demand and supply by the media. The provider can not guarantee the list of media, as it does not affect the performance of each publisher and daily fluctuations in demand and media offerings. In doing so, it is taken into consideration that the available space in a particular medium is also possible through other services, which the provider can not influence. If in the intermediate period an individual medium changes the possibility of available space, we are not responsible for this change.

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.

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.

In no event shall the provider be responsible for the sales success or other goals that the advertiser pursues and seeks to achieve through advertising with the provider.

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.

5. Keywords for Contextual Ads Display

Contextual ad appears on the web page that is included in the system, and in which the content indirectly or directly relates to the content defined by the advertiser.

Provider reserves the right to determine the relevance of the web page in the context of the ad in overall and the user experience. The main criterion for judging is the rule that the advertisement as a whole improves the quality of user experience or at least maintains it on a certain level. The provider reserves the right choose the web pages for contextual advertisement, 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 can advertise through the provider only those contents for which he has obtained all the relevant and necessary permissions and consents.

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 publisher does not hold the copyright.

The advertiser is obliged that his content on advertisements are family-safe.

The advertiser shall in no case either directly or indirectly:

- Generate traffic on any advertisement through any automatic, covert, fraudulent or any other irregular means, which invariably includes repeated personal clicks, use of robots or other software that automates traffic;
- Repair, filter or change the order of information shown in any ad, or delete, conceal, distort any ad in any sense;
- Frame, minimize, remove or otherwise prevent full and complete display of any advertised site that is accessible to the end user via a click on any part of the ad.
- Redirect the end user away from any advertised site or redirect them through another side to the advertised site; all clicks made on the advertisement must bring the end user directly, without any intermediate stops, to the advertised site.
- Show any ads on pages with an error, which invariably includes "404 Document Not Found". It is also not permitted to show ads on any page with registration or on a page where the user is thanked for registration, in any e-mail, chat site or on pages containing pornographic, racially intolerant, violent, offensive or illegal content;
- Access, run, and/or activate ads, or otherwise include ads in any application or website that you do not own; you can do so only to the extent permitted in this agreement;
- In any form acquire or store information obtained from any advertisement;
- Act in any way that is incompatible with business practices or engage in any action or practice that would light a poor light on the provider, the advertiser, the owner or the

manager of the system, or who would in any way downplay, degrade or harm the provider, the advertiser, the owner or Operator's reputation.

The advertiser agrees that any violation of these rules may lead to legal proceedings against advertiser, which may include immediate exclusion from the system.

7. Violation of General Terms and Conditions

The advertiser is fully aware that any violation of these terms lead to legal prosecution against him, including the immediate exclusion from the system.

In case of violations of provisions of General terms and Conditions 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 General terms and Conditions, 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.

8. Measuring advertising, statistics management and payment terms

The provider is entitled in regard to launched ads on the publisher's web site, 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:

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

After expiry of the advertising campaign or after expiry of the approved 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 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.

The Provider can, for certain interactive ad formats that it has prepared for the advertiser and will be served through its advertising servers, enable so-called "advanced statistics", that enable monitoring of engagements of users with these interactive ads. The Provider explicitly informs the advertiser which of its interactive ad formats are capable of providing this "advanced statistics" functionality.

If the Provider receives from the advertiser ads, that have already been prepared, the "advanced statistics" capabilities cannot be implemented.

The ad must contain elements, that the user can interact with.

The ad must have enabled insertion and execution of custom JavaScript code on these interactive elements.

9. Intellectual Property and business secrets

All contents of the provider's system are protected by copyright as individual copyrighted creations and databases, respectfully. 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.

The publisher and advertiser are obliged that they will treat this business cooperation as a business secret and, in any event, directly or indirectly, this information, that they cooperate with provider, are not be released to third parties. Violation of these provisions constitutes grounds for immediate termination of the contract and measures within the meaning of point 7 of these General Terms and Conditions.

The advertiser is obliged to deliver advertisements and other materials necessary for the implementation of the media plan without any legal or factual errors and with clearly defined copyrights on the submitted advertisements and other advertising material necessary for the implementation of the ordered advertising campaigns.

10. Personal Data Protection

The advertiser is obliged in case of personal data collection and processing of his users natural persons on his website 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 advertiser cannot and will not take responsibility in case of illegal personal data processing of publisher's users, natural persons.

The provider uses the Smart ad server in Google Ad Manager when renting a digital inventory website. The general terms and conditions for applying the privacy policy for private ad servers are available at: <https://smartadserver.com/end-user-privacy-policy/> (for Smart ad server) and <https://policies.google.com/privacy> (for Google Ad Manager).

An advertiser who orders advertising from a provider to monitor statistics in the implementation of control over the execution of orders through the provider's advertising servers, with his people adds the rules of t.i. A third-party script that records the same data as is offered by server providers. Advertisers generally offer in accordance with information solutions for data collection, e.g. Gemius, AD Ocean, Szimek, Doubleclick, Integral Ad Science (IAS) etc. or they have developed their own tools.

The advertiser is obliged and obtained to process the data in a lawful manner. The provider is not responsible for this information in any case.

The advertiser expressly allows the provider, in the context of mutual cooperation and for the purposes of their business, to collect and processes anonymous data that are necessary for this purpose.

The advertiser agrees that the implementation of remarketing or. Retargeting of advertising by the publisher is carried out exclusively at the advertiser's own risk and assumes all responsibility and consequences of turning on remarketing or. advertising retargeting. In the case of established violations, the advertiser agrees to fully assume the costs and the obligation to pay any fines from remarketing or. advertising reatargeting also for the provider or publisher remarketing or advertising retargeting.

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.

11. 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 publisher 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 in Ljubljana.

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

Ljubljana: 12. 6. 2020

Smart ad d.o.o.