



### **Clickads Advertiser Agreement – recent updated 02/01/2013**

This agreement shall govern participation in the Clickads.co program. By participating in the program, you will be deemed to have agreed to these terms and conditions. The term 'customer' shall refer to any individual or entity who accepts the terms and conditions of this agreement by submitting the program registration. The program is offered to you by Clickads.co.

#### **PAYMENT:**

All clients are required to pay one-hundred percent (100%) of the cost of the campaign before its activation. Clickads.co reserves the right to set and negotiate specific payment terms on a client-by-client basis.

If you use the monthly spending/budget control feature, you agree that your credit card will be charged the amount specified by you to ensure your account is not turned off when your account balance is lower than your defined monthly budget.

The client acknowledges and agrees that any credit card and related billing and payment information that the client provides to Clickads.co May be shared by Clickads.co with companies who work on Clickads.co's behalf, such as payment processors and/or credit agencies solely for the purposes of checking credit and/or effecting payment to Clickads.co, and servicing customer's account.

Clickads.co may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders or to establish or exercise its legal rights or defend against legal claims. Clickads.co shall not be liable for any use or disclosure of such information by such third parties.

#### **Trial Offers, Coupons, Credits and Special Offers:**

Clickads.co reserves the right to discontinue or modify coupons, credits and special promotional offers at our discretion. The promotional credit must be applied to a new Clickads.co advertiser account within 15 days of creating the account and is valid only for new Clickads.co advertisers. Advertisers will be charged for advertising that exceeds the promotional credit and will need to suspend their campaigns if they do not wish to receive additional charges beyond the free credit amount. The free credit is subject to ad approval, valid registration and acceptance of the Clickads.co standard agreement and terms and conditions. The promotional credit is non-transferable and may not be sold or bartered. Offers may be revoked at any time for any reason by Clickads.co One promotional credit is available per customer.

In case of any overdue payments, there will be a 5% interest rate added to the total amount. All payments should be paid within the terms agreed and due dates stated on the invoices.

## **REFUND POLICY:**

Clickads network has a 24 hours out-clause policy. Refund is only eligible for all the remaining (non-used) funds in the advertiser's account to the original payment method or payment method specified. Refund can only be made to the original payment source. Refund by wire transfer can only be issued if the advertisers have provided full wire transfer details.

For Customers that request a refund, there will be an additional Administrative Fee charged depending on the conditions of the refund itself. The conditions that we will charge the Customer the Administrative Fee are as follows:

The Customer is refunding due to issues pertaining to their end of the campaign, such as lack of products to promote or any technical issues on their end.

The Administrative Fee, if charged, will be based on 15% of the total remainder of the Customer's deposit.

If the advertiser is running a campaign of CPM banners with html/javascript codes and the campaign receives any complaints due to malware, viruses, or violation warnings, publisher has the right for immediate suspension of the campaign/account and also the remaining unused funds will not be refunded to the advertiser.

## **REGISTRATION:**

To use the service, you must submit a complete Clickads.co registration form, which is available at Registration Form. As part of the registration process for the service, you agree to:

Provide certain limited information about you as prompted to do so by the service (such information to be current, complete and accurate)

Maintain and update this information as required to keep it current, complete and accurate. The information requested on original signup shall be referred to as registration data ("Registration Data"). If Clickads.co discovers that any of your Registration Data is inaccurate, complete or not current, Clickads.co may terminate your right to access and receive the service immediately with or without notice. Clickads.co will evaluate the Registration Data in good faith and will notify you in a timely manner regarding acceptance or rejection. Clickads.co may reject a registration application if it determines, in its sole discretion that the user is not an appropriate subscriber or user of the service. Upon acceptance of this agreement and completion of the registration process you will have opened an account with Clickads.co and will become a subscriber to the Clickads.co service

## **PARTICIPATION:**

Clickads.co shall have absolute discretion as to whether or not it accepts a particular customer or site for participation in the Clickads.co network.

1. Clickads.co will not direct visitors to sites containing content that is not appropriate for viewing by a general audience. The following are examples (including but not limited to) of the type of sites we will not direct visitors to:

- Sites with child pornography or sites that contain links to such content

- Sites containing or linking to software piracy
- Sites containing or linking to any form of illegal activity (i.e., how to build a bomb, hacking, 'phreaking', etc.)
- Sites with gratuitous displays of violence, obscene or vulgar language, and abusive content or content which endorses or threatens physical harm
- Sites promoting any type of hate-mongering (i.e., racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.)
- Sites that participate in or transmit inappropriate newsgroup postings or unsolicited e-mail (spam)
- Sites promoting any type of illegal substance or activity sites with illegal, false or deceptive investment advice and money-making opportunities
- Sites with any type of content reasonable public consensus deem to be improper or inappropriate

**In addition to the terms above, for CPV full page pop-under and CPM banner ads:**

1. Your advertisement page cannot contain any other popup windows. Any additional window generated by your site shall be considered a popup window, including popups, pop-behinds, or exit popup windows. If a popup window is installed on the URL at any time, our publishers will stop your campaign immediately and any remaining credits will be forfeited. In this case, you will not be entitled to a refund. Your advertisement page cannot have background music or sound.

2. To ensure compliance with these terms and conditions, any client that changes their content after approval for membership MUST notify Clickads of the changes in writing IMMEDIATELY. If your site is changed during the campaign such that it includes inappropriate content, Clickads may stop your campaign immediately. In this case, you will not be entitled to a refund.

3. Data Reporting (Stats): All campaigns purchased on the Clickads.co network are served, tracked and reported by Clickads.co For campaigns that involve third party serving/tracking, accounting may be beyond the control of Clickads.co Campaigns that use third party serving/tracking for auditing purposes may be subject to alternate or additional controls. Clickads.co is the sole owner of all websites, campaigns, and aggregate web user data collected by Clickads.co Customers only have access to website and web user data that is collected as part of the customer's campaign. Payment Liability: Clickads.co reserves the right to hold the customer and any agency, broker or other authorized representative of customer jointly and severally liable for all amounts owed to Clickads.co .

**Other Obligations and Responsibilities for Advertisers:**

Clickads.co will not be held legally or financially responsible for any content submitted by an Advertiser while using our marketing services. Individual users and advertisers are solely responsible for the content of advertising and other material which they submit to use for advertising and for ensuring that such content complies with all relevant legislation, such as the local laws that they are promoting the products in (such as the age of majority, promoting illegal products, etc) regardless of the location you are setting up your advertising account/campaign in.

**GENERAL:**

Representations and Warranties: Customer hereby indemnifies and holds harmless Clickads.co and the publishers (including their successors, directors, officers, employees, agents, assigns) from and against all claims, loss, liability, damage and expense of any nature (including attorneys' reasonable fees) in connection with the advertisement URL and its linked websites, for any actual or alleged breach of any term of this agreement. Damages: In no event shall either party be liable for special, indirect,idental, or consequential damages, including, but not limited to, loss of data, loss of use, or loss of profits arising there under or from the provision of services. Limitation of Liability: Neither Clickads.co nor the participating sites will be subject to any liability whatsoever for:

Any failures to provide reference or access to all or any part of the advertisement URL due to system failures or other technological failures of Clickads.co or of the Internet;  
Delays in delivery and/or non-delivery of a campaign, including, without limitation, difficulties with a publisher or website, difficulties with a third-party server, or electronic malfunction;  
Errors in content or omissions in any advertisement URLs provided by the customer.

**MODIFICATION:**

The program reserves the right to change any of these terms and conditions at any time without notice. You are responsible for complying with any changes to the Terms and Conditions within 10 days of the date of change.

**MINIIMUM AGE REQUIREMENT:**

No person under the age of 18 is allowed to participate in our program unless written permission from a parent or legal guardian, notarized, signed and dated, is email to cc @ clickads.co

**IN THE CASE OF DISPUTE:**

Customer agrees to settle any/all dispute(s) under this agreement via binding arbitration in New York, USA.