

## 1. DEFINITIONS

- 1.1. **Client** – the customer who orders the Service.
- 1.2. **Party** – Against All Odds OÜ and its subsidiaries (hereinafter smartAD) or the Client.
- 1.3. **Parties** – smartAD and the Client together.
- 1.4. **Service** – the execution of the Campaign by smartAD based on the Client order.
- 1.5. **Campaign** – information distribution activities planned with a specific goal.
- 1.6. **Campaign Management** – optimising the campaign and adjusting Visitor-based rules before the Campaign start and during the Campaign pursuant to the goal of the Campaign and the current results of websites.
- 1.7. **Campaign Optimisation** – prudent addition and elimination of websites from the Advertising Channel or implementation of other technological targeting methods with the aim of achieving the Campaign goal in the best possible way based on the data collected during the Campaign.
- 1.8. **Visitor-Based Rules** – Campaign-based and unique visitor-based restrictions defined in the smartAD information system that enable smartAD to check how many times a Banner is displayed to one unique Visitor, how many times the Visitor is allowed to click on the Banner and how frequently the Banner is displayed to the Visitor.
- 1.9. **Advertising Channel** – a list of websites included in the Proposal and compiled specifically for the Campaign that are visited by the target groups of the Campaign.
- 1.10. **Proposal** – Campaign terms and conditions agreed upon between smartAD and the Client.
- 1.11. **Visitor** – a person visiting a website.
- 1.12. **Banner** – a message displayed to Visitors in the form of text, graphics, multimedia and/or sound.
- 1.13. **Impression** – displaying a banner to Visitors.
- 1.14. **Click** – a voluntary non-automated press by a Visitor on the Banner.
- 1.15. **Lead** – the actions performed by a Visitor on the Campaign Site following the Click.
- 1.16. **Campaign Site** – the website where the Visitor is directed after clicking on the Banner.

## 2. CONDITIONS OF PROVIDING SERVICE

- 2.1. smartAD shall provide the Service to the Client according to the general terms and conditions of the Service and pursuant to the terms agreed upon in the Proposal between smartAD and the Client.
- 2.2. The agreement in its entirety consists of the Proposal together with the general terms and conditions of the Service.
- 2.3. The general terms and conditions of the Service and the Proposal shall enter into force after the Client has approved the Proposal in a form that enables written reproduction.

## 3. SERVICE

- 3.1. smartAD transmits a message to Visitors based on the terms agreed upon in the Proposal. smartAD may also provide additional services related to the Campaign, should the Parties agree accordingly in the Proposal.
- 3.2. smartAD grants the Client access to the smartAD information system, which will enable the Client to keep track of the Campaign results.
- 3.3. smartAD and the Client shall agree upon specific terms pertaining to the execution of the Campaign in the Proposal. Terms agreed upon in the Proposal may be amended by the mutual agreement of the Parties, recording the amendments in a form that enables written reproduction.

## 4. PAYMENT TERMS

- 4.1. At the end of every Campaign, smartAD shall issue an invoice and forward it to the Client within five (5) days from the end of the Campaign. The Client shall make the payment to the account indicated on the invoice by smartAD within ten (10) days of the invoice issue date.

**4.2.** The basis for invoicing is the data collected about Impressions, Clicks, Leads or time period by the smartAD information system. Also the additional services agreed before the Campaign form the basis for invoicing.

**4.3.** In the Proposal or in another form enabling written reproduction, smartAD and the Client may reach a different agreement regarding payment terms compared to the provisions laid down in the general terms and conditions.

**4.3.** In case of a payment delay, smartAD is entitled to demand a penalty in the amount of zero point twenty-five per cent (0.25%) of the payable sum for every delayed day.

## **5. OBLIGATIONS OF THE CLIENT**

**5.1.** The Client shall be responsible for the technical compliance of the Banners made by the Client or third parties with the technical requirements set by smartAD.

**5.2.** The Client shall be responsible for the compliance of the Banner with requirements laid down in legal acts.

**5.3.** The Client may not disclose the username or password provided to the Client for accessing the smartAD information system to third parties. If the Client is responsible for disclosing the aforesaid username and password to third persons, the Client shall compensate all the entailing losses to smartAD.

## **6. CONFLICT OF INTERESTS**

**6.1.** The Client confirms being aware of the fact that smartAD is entitled to provide services to other clients who may be competitors of the Client or whose interests may contradict those of the Client.

**6.2.** smartAD may not use confidential information in the interest of other smartAD clients or use the confidential information received by providing services to other clients in the interest of the Client.

## **7. FORCE MAJEURE**

**7.1.** Failure to fulfil or the unsatisfactory fulfilment of the Proposal shall be deemed justified, if it was caused by circumstances that may be regarded as *force majeure*, i.e. circumstances that the Party was unable to influence and, pursuant to the principle of reasonableness, could not be expected to consider, avoid or overcome these circumstances or the consequences thereof (natural disasters, strike, war, legal amendments) upon the conclusion of the agreement.

**7.2.** The Parties are obligated to apply appropriate measures to avoid causing losses to the other Party and, as much as possible, guarantee the fulfilment of obligations resulting from and related to the terms agreed upon in the Proposal.

## **8. CONFIDENTIALITY**

**8.1.** The Parties are obligated not to disclose the other Party's business and other secrets, except if the obligation of data disclosure proceeds from the law. This provision shall also remain in force after the end of cooperation.

## **9. APPLICABLE LAW, SETTLEMENT AND LIMITATION PERIOD OF DISPUTES**

**9.1.** The Parties shall settle their disputes by negotiations. Upon failure to reach an agreement, the disputes shall be settled in court.