

## **Adkontekst ad network Client Panel access and usage regulations**

### Introduction

This document organises all matters related to access and the use of the Adkontekst ad network Client Panel.

This document is coherent with the recommendations of IAB Poland.

NetSprint is a member of IAB Poland ([www.iab.com.pl](http://www.iab.com.pl))

I.

### Definitions of expressions used in the Regulations

The following words and expressions that appear in the content of this document have the following meanings:

1.

Regulations - means this document stating the rules of making the Client Panel accessible to Advertisers by NetSprint.

WP - Wirtualna Polska S.A. based in Gdańsk, 115c Romualda Traugutta Street.

NetSprint - NetSprint.pl Sp. z o.o. based in Warsaw, 7 Biezanowska Street.

4.

Advertiser - a natural or legal person, an agent without legal personality using the Advertising Service Package and the Client Panel based on the rules provided in this document. A natural person has the right to become an Advertiser if:

1. The natural person has full legal capacity to act

2. Has the consent of a legal representative in the case of limited legal capacity. In the case of legal persons actions described in the Regulations are conducted by a unit or representative of the legal person.

5.

Single Website - means the presentation of the data sent via Internet, read with the use of special software called an "Internet browser" or other software and hardware that enables receiving such data. A Single Website can include text, graphics, multimedia and other elements.

6.

Website - a collection of topically related Single Websites the addresses of which join the same prefix - the domain of the Website.

7.

Adkontekst Website – Website available in the domain Adkontekst.pl

8.

Link - a reference that enables navigation between Websites or different locations within a Single Website.

9.

NetSprint System - an IT system aimed at searching information in the Polish Internet;

10.

Adkontekst Network - advertising network that displays Sponsored Links and other advertising products in Search Results and on Partner Websites. The network is managed by NetSprint and Wirtualna Polska.

11.

Partner Websites - all Websites electronically available throughout the worldwide Internet network that have signed an agreement with NetSprint regarding the display of Sponsored Links and other advertising products acquired from Advertisers.

12.

Business Offer - the offer to provide advertising services; issued by NetSprint to persons using the Client Panel in accordance with the Regulations.

13.

Advertising Services - the Business Offer service. Services are provided in Service Packages.

14.

Service Package - a package of Advertising Services bought by an Advertiser and provided by NetSprint in accordance with the Regulations.

15.

Search Results

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Internet websites, that present the search results of the NetSprint System and other systems, with which NetSprint has signed adequate agreements.

16.

Display Space - a part of the Search Results and Partner Websites assigned for the display of Sponsored Links.

17.

Sponsored Link - a text, text-graphic or graphic ad form displayed within the Display Space;

18.

Adkontekst Exclusive - a form of a Sponsored Link that includes advertising text and an additional graphic element (e.g. the Advertiser's logo).

19.

Click - a single action - an Internet user clicks on a Sponsored Link displayed within the Display Space.

20.

Keyword - a single word or a group of words. When an Internet user enters it into the NetSprint System or other systems contractually bound with NetSprint they cause the display of a Sponsored Link related to a given keyword.

21. Product - the product of the maximum price per click (or the modified price per click in the Fixed CPC model) and the ratio of the number of Clicks to the number of impressions of the Sponsored Link during the display of the Sponsored Link, modified with the adjustment parameter and other parameters used by NetSprint.

22.

Product Rating - a rating of Products for all Sponsored Links in the Adkontekst Network.

23.

Maximum Ad Number

- the maximum number of Sponsored Links displayed within one Display Space.

24.

Pricelist - the price list of Advertising Services in the contextual advertising Adkontekst network described in section VI of this document.

25.

Credits - credits bought by the Advertiser in order to gain access to the Advertising Services and the Client Panel in accordance to this document. Subject to section 7.2 credits are bought at the cost of PLN 1.00 net (VAT will be added to this price).

26.

Actual Credit Purchase Cost - ratio of the Advertiser's payment for using the Client

Panel and the number of Credits awarded for this payment, taking into consideration the bonus, in accordance with section VII.2 of this document.

27.

Business Account - enables the User to use the Client Panel, especially to buy and use the Service Package.

28.

Client Panel - a website within the Adkontekst Website or another website indicated by NetSprint, dedicated to Advertisers. It enables Advertisers to use Advertising Service Packages and to settle the use of Advertising Service Packages.

29.

BusinessID - an individual, unique sign of an Advertiser. The User uses it to use the Client Panel.

30.

BusinessPassword - a string chosen by the Advertiser in order to secure access to the Client Panel and the use of Advertising Services.

## II. Service range

1. An Advertiser who buys access to the Client Panel gains the right to use the Advertising Service Package in a range that enables the Advertiser to publish Sponsored Links and other advertising products from the Adkontekst Network offer. Sponsored Links will appear in Search Results when an Internet user enters a Keyword on Partner Websites.

The display of Sponsored Links will be based on rules provided in this document.

## III. Using the Client Panel

1.

The Advertiser has to fulfil the following conditions to use the Client Panel:

a)

have a Business Account in accordance with the Regulations (have a BusinessID and BusinessPassword);

b)

pays for using the Client Panel according to section VII of this document; Feeing results in immediate possibility to use the Client Panel, subject to provisions of the Price List, provided that for each PLN 1.22 gross the User receives one Credit.

c)

Fulfils other requirements provided in the Regulations.

## IV.

Ad publishing conditions.

1.

In order to publish ads in the Adkontekst contextual advertising network the Advertiser has to be entitled to use the Client Panel.

2.

In order to publish a Sponsored Link the Advertiser should conduct the following actions in the Client Panel or in another way agreed with NetSprint (regardless of actions described in section IV of the Regulations):

a)

Define the parameters of the Sponsored Links by setting:

the Sponsored Link title;

the Sponsored Link content;

the URL displayed in the Sponsored Link;

the target URL of the Sponsored Link

b)  
Define Keywords; the Keywords may also cause the display of the Sponsored Link on topically related Websites from the Partner Network;

c)  
Define the maximum price (number of Credits) that the Advertiser is willing to pay for one impression of the Sponsored Link, according to the Pricelist, define the maximum price per Click.

d)  
Define the starting date of the Sponsored Link display;

e)  
Define the settlement model of the Advertising Service; settlement models are described in the Price list

f)  
Decide on whether the Sponsored Link should also be displayed in the Display Space of Partner Websites;

g)  
Define the maximum number of Credits that the Advertiser is willing to spend on display in Search Results and in the Partner Network per day.

3.  
The Advertiser can order Sponsored Links related to any number of Keywords.

4.  
One Keyword cannot be related to more than one Sponsored Link of the Advertiser.

5.  
The Advertiser cannot order a Sponsored Link with the same content as in a Sponsored Link ordered by another Advertiser.

V.  
Advertiser and Sponsored Link verification

1.  
After the Advertiser enters the information described in section III.2 of the Regulations or passes them to NetSprint in another way, NetSprint undertakes the following actions:

a)  
Evaluates the Sponsored Link and Keywords in the aspect of compatibility of the Sponsored Link content with the regulations in force; compatibility of the Sponsored Link content with the provisions of the Regulations; compatibility of the Keywords related to the Sponsored Link with the law in force; compatibility of the Keywords related to the Sponsored Link with the provisions of the Regulations;

2.  
NetSprint reserves the right to conduct the activities described in section IV.1 of the Regulations in a period of 1 working day.

3. The content of the Sponsored Link is at conflict with the Regulations when it:

a)  
Includes content that violates reasonable interest of NetSprint or of third parties;

b)  
Is at conflict with good taste, especially if it includes words widely considered as vulgar;

c)  
Links to a Website (directly or indirectly) that includes content at conflict with the law, the Regulations or good taste;

d)

The content of the Sponsored Link is incompatible with the content of the Website, to which it links directly or indirectly, especially if it can mislead in the matter of the person in charge of the Website.

4. A Keyword is at conflict with the Regulations if:

a)

It has no substantial relation with the content of the Sponsored Link it is connected with;

b)

Can mislead in the matter of the person, to which the Sponsored Link relates.

5.

If NetSprint decides that a Sponsored Link, a Keyword or other parameters of the Advertiser's order are at conflict with the law, the Regulations or the Price list, NetSprint will ask the Advertiser/Client to modify the Sponsored Link parameters. In such cases the procedure mentioned in section IV.1 of the Regulations (in the scope to which the incompatibility relates) will be repeated.

VI.

Sponsored Link Display

1.

Sponsored Links are displayed in the order coherent with the Product Rating.

2.

A Sponsored Link will be displayed in Display Space if:

a)

The Advertiser has a number of Credits that enables him or her to conduct at least one single impression;

b)

The display conditions defined by the Advertiser according to section III.2 have not been met. If the Advertiser runs out of Credits for the display of a Sponsored on a given day, the display of the Sponsored Link is held until the end of that day.

c)

The position of a Sponsored Link in the rating will not be lower than the Maximum Number of Ads

d)

A Sponsored Link and Keywords related to it do not violate the rules of this document.

3.

Each Click on a Sponsored Link conducted by an Internet user causes the number of the Advertiser's Credits to diminish. The reduction is done by:

a) The smallest amount per Click that enables the display of the Sponsored Link on its present position (not more than declared by the User as the maximum amount and not less than the minimum price per Click) in the MaxCPC model or

b) Amount indicated by the Advertiser in the Foxed CPC model depending on the payment model chosen by the Advertiser according to section VI.3.

4.

If the Advertiser runs out of Credits the display of a Sponsored Link will be restored after a new payment for using the Client Panel is done,

5.

In the Client Panel the Advertiser has access to a Website including statistics of the Advertiser's Sponsored Links. The Statistics available on this website are the base for ad display fulfilment level evaluation.

6.

Before setting the Product of a Sponsored Link it will be displayed above the Sponsored Link with a maximum price per click directly lower or equal to that of the Link.

7.

NetSprint can refuse to display a Sponsored Link in the Adkontekst Network or on chosen websites within the Adkontekst Network.

8.

NetSprint does not guarantee the display of the Sponsored Link on Websites in the Adkontekst Network.

NetSprint does not bear responsibility for the failure to perform or improper performance of commitments related to ad display if it is caused by circumstances out of NetSprint control, especially but not only: any wars or threats of war; acts, decisions or actions of public institutions, change of the law in force, strikes, lock-outs or other protest activities, floods, fires, explosions, full and partial Internet breakdowns, electricity network breakdowns, computer based supervision and distribution systems and other acts of God.

VII.

Price list

1. Subject to section VII.2 the cost of one Credit is PLN 1.22 gross (PLN 1.00 + VAT).

2. If the Advertiser pays for using the Client Panel according to this section of the Regulations, the Advertiser will gain additional Credits within the payment:

Payment value (PLN)

Bonus Credits

Net value

The number of Bonus Credits - 5% of the amount deposited, rounded down to 1000-2499

0.001 of a percentage point,

The number of Bonus Credits - 10% of the amount deposited, rounded down to 2500-4999

0.001 of a percentage point,

The number of Bonus Credits - 15% of the amount deposited, rounded down to 5000-9999

0.001 of a percentage point,

The number of Bonus Credits - 20% of the amount deposited, rounded down to 10000-19999

0.001 of a percentage point,

The number of Bonus Credits - 25% of the amount deposited, rounded down to 20000-29999

0.001 of a percentage point,

The number of Bonus Credits - 30% of the amount deposited, rounded down to 30000-49999

0.001 of a percentage point,

The number of Bonus Credits - 35% of the amount deposited, rounded down to more than 50000

0.001 of a percentage point,

3.

The Advertising Service can be realised within one of two settlement models chosen by the Advertiser:

1.

Max CPC - the Advertiser sets the maximum Credit price that the Advertiser is willing to pay per one Click.

2.

Fixed CPC – The Advertiser sets the exact Credit price that the Advertiser is willing to pay per one Click.

4.

The minimum number of Credits needed to use one Click on a Sponsored Link is:

(a) 0.15 of a Credit for the Fixed CPC model,

(b) 0.18 of a Credit for the Max CPC model,

In the case of Adkontekst Exclusive ads:

(a) 0.3 of a Credit for the Max CPC model,

(b) 0.35 of a Credit for the Fixed CPC model.

5.

The Advertiser's Credit Number is updated by NetSprint after every single Click on a Sponsored Link (it is calculated in one-minute periods);

VIII.

Payment

1.

Payment for the use of the Client Panel is conducted as follows:

a)

The Advertiser submits the will to effect payment and defines the amount; the submission is conducted by sending a special order to NetSprint. The order form is available at [Adkontekst.pl/zamowienie](http://Adkontekst.pl/zamowienie)

b)

Within 2 working days from order delivery NetSprint will issue an invoice for making the Client Panel accessible for the Advertising Service and for the Advertiser's purchase of a given number of Credits; At the same time NetSprint will make the Client Panel accessible to the Advertiser and will supply the Client Account with a number of Credits specified in the invoice.

c)

The payment for invoices issued by NetSprint is to be effected within 7 days from the date of issuing the invoice.

IX.

Service termination

1.

The Advertiser has the right to resign from using the contextual advertising Adkontekst network. Termination of service requires submission of an adequate statement by the Advertiser to NetSprint - in writing, via e-mail or via fax.

The document should state the number of Credits subject to discontinuation (for which the Advertiser demands an equivalent payment).

2.

After the delivery of the above described statement of the Advertiser, NetSprint will immediately begin verification of the Advertiser's account status, set the Actual Credit Purchase Cost based on the last invoice issued for the Advertiser and undertake technical actions related to termination or limitation of services for the Advertiser. NetSprint reserves the right to conduct these actions during a period of 2 working days.

3.

After the actions described in section VIII.2 are finished, including the verification of

the Advertiser's account status, NetSprint will issue and send an adequate invoice for the unused Credits to the Advertiser, subject to section VIII.4 below. The invoice value calculation method is described in section VIII.5 below.

4.

Payment of the unused amount will be effected within 2 working days from the delivery of a signed correcting invoice to NetSprint.

5.

If the Advertiser resigns from using the Client Panel NetSprint will have the right to charge a handling fee of 25% of the unused payment for using the Client Panel. Consequently the calculation of the correcting invoice value will be conducted as follows:

1.

NetSprint will settle the Advertiser's Actual Credit Purchase Cost on the basis of the last invoice issued for the Advertiser with consideration of discounts gained by the Advertiser, according to section VI.2;

2.

The value of the correcting invoice will be calculated as follows:

a)  $x = (y - NC \times ACPC) \times 0,75$  where

X - value of the correcting invoice for the Advertising Service;

y - value of the last invoice issued by NetSprint for the Advertiser

NC - number of Credits used during the use of Advertising

Services (result of the subtraction of the number of Credits purchased on the basis of the last invoice and the number of Credits declared to discontinuation, according to section VII.1 above)

ACPC - Actual Credit Purchase Cost

6.

The repayment of the result of the deposited amount and the value indicated in the correcting invoice will be done at the expense of the Advertiser to a bank account defined by the Advertiser.

7.

NetSprint can resign from offering services to an Advertiser at any moment.

In such a case NetSprint will repay the unused amount deposited at NetSprint according to the Actual Credit Purchase Cost.

IX.

Final provisions

1.

The Regulations come into force on 1<sup>st</sup> April, 2008.

NetSprint reserves the right to change the Regulations.

The changes come into force on publication on the Website.

3.

In all cases unregulated by the Regulations the rules of the Civil Code are in force.

Do you have any questions?

We are always ready to help you.

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