



Regulations on RTB NOW advertising platform

These regulations determine rules on cooperation of Publishers of the RTB NOW advertising network with its Owner within operation of the advertising platform available at the address: rtbnow.com.

1. Definitions

1. **RTB NOW** – Advertising Platform and System belonging to Adgroup, handling all types of adverts e.g. advertisements for desktop and mobile devices, including display adverts, video, e-mail marketing, database monetization and all other possible advertising forms.
2. **RTB NOW advertising system** – All RTB NOW advertising elements i.e. Publisher's Panel, RTB NOW Platform, advertisement codes etc.
3. **RTB NOW Platform** – Application available on the website: rtbnow.com. Integrates the RTB NOW advertising system.
4. **Publisher's Panel** – Application available on the website: rtbnow.com. It includes advertisement codes, data of Publisher and his services as well as results of campaigns.
5. **Publisher's Account** – Individual account of a particular Publisher in the Publisher's Panel – RTB NOW.
6. **Advertising cooperation** – All types of cooperation of RTB NOW network and the Publisher within the Publisher's website and RTB NOW Platform.
7. **RTB NOW Owner** – Adgroup, Ślaska 35–37, 81-310 Gdynia
8. **Advertiser** – Company, media house or advertising network purchasing hits of advertising space in RTB model in the Publisher's website or commissioning execution of campaign directly to RTB NOW network.
9. **RTB (Real Time Bidding)** – System for bidding hits of advertising space in real time, used by RTB NOW network and indirectly by Publishers sharing their advertising spaces to RTB NOW network.
10. **Publisher** – Natural person or legal entity who/which has registered, on rtbnow.com, an account and made at least one advertising space in his/its website accessible to RTB NOW advertising network.
11. **Publisher's Website** – Website or collection of websites recorded in the form of a source code, managed by the Publisher.
12. **Advertising space** – Space being in a place agreed by parties in a website, made accessible to

RTBNOW to conduct advertising campaigns within its limits and sell this space for advertising purposes to third parties, under the conditions stipulated in these regulations.

13. **Adserver system** – Software used by RTBNOW for management and optimization of emission of advertising forms and particular campaigns.
14. **Website user** – Person who visits the Publisher’s website and whose equipment and software meet requirements for proper use of services made accessible by RTBNOW within advertising spaces.
15. **Direct campaign** – Advertising campaign commissioned directly by a company being the subject of campaign or by advertising network or media house having the full right to execute advertising campaigns of a company being the subject of campaign and performed by RTBNOW ad network.
16. **RTB campaign** – Advertising campaign in which advertising space renting takes place after bidding carried out beforehand in real time. All advertisers interested in a given advertising space take part in the bidding.
17. **Standard account** – Type of Publisher’s account obtained after registration in RTBNOW advertising platform.
18. **Premium account** – Type of Publisher’s account obtained after signing a cooperation agreement with the RTBNOW Owner.
19. **CPM** – Cost of a thousand hits of advertisement counted by the System of RTBNOW platform.
20. **Working day** – Day which is not Saturday and Sunday or public holiday in the territory of the Republic of Poland.

2. Entering into cooperation

1. Acceptance of these Regulations and fulfilment of the other terms and conditions specified in them shall mean conclusion, between the Parties, an agreement including the text specified in the Regulations.
2. Registration and any activities performed after logging into the RTBNOW Panel shall mean acceptance of the provisions of these regulations.
3. The Publisher should have an active website, mailing base or mobile application or have the right granted by the entity owner to place, on it, advertising materials or commercial information. The foregoing entity must fulfil the requirements specified in these regulations.
4. Technical standards of the Publisher’s Service must allow implementing an Advertisement properly in the form of banner, button, link or any other graphics or advertising form.
5. RTBNOW Owner requires that the above-mentioned subjects of cooperation are consistent with the binding law, moral standards and do not infringe the ethics or decency principles.
6. The RTBNOW Owner prohibits adding websites, databases and mobile applications to the RTBNOW Platform inconsistent with the binding law and propagating pornography, racism, violence or any other contents which will be considered as improper.
7. The Publisher, before commencing emission of advertisement on a given website, must notify this

- website in the Publisher's panel and wait for acceptance by RTBNOW service. It is not allowed to interfere in an advertisement code and try to emit on non-accepted websites.
8. In case of a change in the character of a particular website or introduction of contents drastically different from contents published on it before acceptance, and in particular introduction of contents inconsistent with points 2.5 and 2.6, the Publisher shall be obliged to immediately inform RTBNOW about this fact.
 9. The Publisher's website must be filled in with contents. It is not allowed to add websites with advertisements only.
 10. The RTBNOW Owner grants the right to itself to remove an account of the Publisher who grossly infringes the terms and conditions as well as rules described in these regulations.
 11. The RTBNOW Owner stores all statements and consents of Publishers connected with conclusion of the agreement described in these regulations.
 12. The Publisher shall be obliged to provide up-to-date and true data identifying him. With regard to natural persons this must be: first name, last name and address of residence or permanent residence. With regard to legal entities this must be: name, registered office's address and NIP [Tax ID No.] (or another fiscal code, relevant to a country being the registered office of a particular entity).
 13. The Publisher shall be obliged to update his data, including correspondence data, on his Publisher's Account in the RTBNOW Platform at the latest 7 days after its change. The sole risk of providing, in the profile, untrue or incomplete data and responsibility for a failure to fulfil the obligation of updating it shall be borne by the Publisher.
 14. Any correspondence sent to the e-mail address indicated in the Publisher's Account shall be considered as effectively served.
 15. Each Publisher may have only one account in the RTBNOW Platform. The RTBNOW Owner may grant an individual consent to create another Account of Publisher in the RTBNOW Platform.

3. Cooperation within the platform

1. The cooperation aims at renting the Publisher's advertising space by RTBNOW.
2. The Publisher accepts that the statistics of earnings displayed in the RTBNOW panel are consistent with the actual state of the Publisher's earnings and are not subject to a challenge.
3. RTBNOW states that it adopts the generally applied methods and practices of RTB technology to carry out a measurement of traffic and count the Publisher's earnings.
4. Update of remuneration takes place with a delay which may last from 6 to 48 hours. The RTBNOW Owner reserves the right to change the remuneration amount in case of identifying abuses about which it shall inform the Publisher.
5. Actions aimed at artificially inflating statistics are not allowed.
6. Any non-standard arrangements connected with the emission rules must be consulted by e-mail with the RTBNOW Platform service. The RTBNOW service reserves the right to change the determined rules to optimize the advertising space. The rules concerning the cooperation agreement between the

Publisher and RTBNOW Owner are an exception.

7. The RTBNOW service reserves the right not to accept or to annul acceptance of a notified website without giving a reason.
8. The RTBNOW Owner does not bear responsibility for damage irregularities which are an effect of a failure of external systems.
9. The owner, at any moment, may conduct an inquiry with the Publisher to establish whether the cooperation terms and conditions have not been infringed.

4. Payments

1. A payout order may take place only if the Publisher achieves the minimum threshold which is EUR 25 for accounts settled in EUR and PLN 100 for accounts settled in PLN.
2. The Publisher may order a payout of resources earned once a month. Resources obtained in a month preceding a month in which a payout was ordered shall be subject to payout.
3. The RTBNOW Owner has 30 days to execute a payout order for standard accounts and 14 days to execute a payout order for premium accounts. In justified cases, the RTBNOW Owner may lengthen the time for payout execution.
4. After ordering a payout of resources, there may be conducted an inquiry with the Publisher to identify a source of his traffic.
5. The RTBNOW Owner reserves the right to freeze or decrease the amount of resources earned in case of infringing the provisions of these regulations.

5. Final provisions

1. The RTBNOW Owner has the right to amend the provisions of these Regulations at any time. The Publisher should be informed about changes by electronic means.
2. Responsibility for any damage/losses to which the Publisher will expose the Owner as a result of infringing these regulations or provisions of the law shall be borne by the Publisher, also in legal or financial terms.
3. Within a scope not regulated herein provisions included in the Civil Code of the legal system of the Republic of Poland shall be applied.
4. The Publisher and Service Owner undertake to amicably settle disputes arisen in connection with the cooperation within the RTBNOW System.
5. If it is impossible to settle a dispute amicably the Court having jurisdiction over the Owner's registered office shall be the Court competent to settle the dispute.
6. By registering an account in the RTBNOW System the Publisher accepts the text of these Regulations.
7. Complaints on the operation of the RTBNOW System must be made in an electronic form to the e-mail address: info@rtbnow.com or in writing to the Owner's address. Complaints should include a date of an event subject to a complaint as well as a precise description of and reason for the

complaint.

8. Complaints shall be considered within 14 days from a date of obtaining a correctly made complaint and sent back to an e-mail address indicated by the Publisher.
9. A complaint may refer to a period of only 30 days back from the moment of its being lodged and operation of the service. A period of over 30 days back shall not be recompensed in case of any possible complaints.
10. The RTBNOW Owner does not bear responsibility for problems in functioning of the RTBNOW Platform if they have occurred as a result of events which could not be predicted or prevented by the RTBNOW Owner with exercise of due diligence, in particular in case of problems in functioning of servers and events independent of the RTBNOW Owner.
11. The RTBNOW Owner does not bear responsibility for breaks in provision of the services arisen for technical reasons (e.g. maintenance, inspection/survey, equipment replacement).
12. Within the scope permitted by the law the RTBNOW Owner excludes its responsibility.
13. By registering an account in the RTBNOW System the Publisher states that he has become familiarized with these Regulations and accepts their text and undertakes to apply the conditions as well as rules stipulated in the Regulations. The Publisher bears sole and personal responsibility, in consideration of penal and civil liability, for unlawful actions and actions inconsistent with these regulations.
14. If the Publisher enters into cooperation under separate terms and conditions i.e. in the form of an agreement, and particular points of the agreement will be contrary to particular points of these Regulations, then the provisions from the agreement shall be binding.