



# TERMS OF SERVICE

*Last updated: December 08, 2023*

It's a pleasure to welcome you to the MARKETER Self-serve DSP platform! We're thrilled that you've chosen us as your reliable ad tech partner. Moving forward, MARKETER, with our office at Dzirnavu street 83-8, Riga, LV1011, Latvia, will be your provider of software solutions for conducting programmatic advertising campaigns.

Our standard conditions form a crucial part of the contracts for advertising services. Your use of our services implies acceptance of these conditions. Therefore, it's essential that you carefully review these terms to fully understand the responsibilities and obligations that are part of this agreement.

## 1. Definition of Service

In this agreement, the term "service" refers to the full range of offerings provided by MARKETER. This includes, but is not limited to, access to the MARKETER self-serve DSP platform, the open ad marketplace, and various other functionalities and features integral to the operation of the self-serve DSP platform.

## 2. Platform Access

MARKETER grants you essential and revocable access to various functionalities of the platform, which are vital for the execution of advertising campaigns. This access includes participation in online auctions, locating appropriate advertising slots, engaging in bidding activities, acquiring, and showcasing advertisements on the inventory of publishers. Additionally, it provides for the storage of creative assets on ad servers and the capability to measure and analyze campaign performance outcomes through our system's analytics tools.

## 3. Usage Restrictions

Upon gaining access to the platform, you acquire user rights, which allow you to utilize all its internal features as you see fit. However, this user status does not grant any rights concerning patenting, trademarking, or any form of intellectual property ownership. MARKETER strictly forbids using the platform in ways that could breach legal standards, intellectual property rights, or the stipulations outlined here. It is expressly forbidden to replicate any part of the platform, its functionalities, engage in reverse engineering, attempt to access the platform's source code or API, or create derivative works based on any aspect of the platform's functions. Additionally, MARKETER retains the authority to periodically update the Standard Terms and make alterations to the platform, including changes in design and functionality, at its discretion.

## 4. Activities Not Allowed

This section outlines a non-exhaustive list of activities that are forbidden on our self-serve platform. Should you be unsure about the permissibility of an action not listed here, or require further clarification, we advise you to contact MARKETER representatives for guidance and potential authorization. The following are categorically not permitted:

- Using unauthorized credit cards for payment of fees or account funding.
- Unauthorized access to MARKETER services outside the scope of the self-serve platform.
- Promotion of illegal services or products (detailed in our demand policies).

- Participation in generating fraudulent traffic or any activity detrimental to the reputation of MARKETER or its affiliates.
- Involvement with entities known for creating malware or software that disrupts normal user experiences.
- Engaging in activities that infringe on copyright, patents, trademarks, or corporate confidentiality, including violations of publicity or privacy rights.
- Licensing, sublicensing, reselling the platform or its specific features, or any form of commercial exploitation of our services.
- Using framing technologies to incorporate MARKETER trademarks, logos, or other corporate identifiers.
- Copying website content or monitoring site alterations using crawlers, bots, spiders, or similar software.
- Employing scraping methods or automated tools to collect data with the intention of scraping ad units served through the platform or obtaining related information.
- Distributing any service-related information obtained from the platform for market research, competitive intelligence, or similar purposes.
- Conducting any activity that poses a risk to MARKETER, its partners, servers, technology, or overall operations, such as initiating a denial-of-service attack.

## 5. Account Responsibility

By engaging in this agreement, you affirm to MARKETER your eligibility for this commitment. Should you be setting up a personal account on behalf of another company, you also assure MARKETER that you possess the legal authority to finalize this agreement for the company you're representing, thereby committing the entity to the obligations outlined in this arrangement.

## 6. Verification of Information

In situations where further verification of specific details is needed, such as confirming email ownership or your identity, additional information may be requested. You authorize MARKETER, or an appointed third party, to:

Conduct inquiries as needed to authenticate your identity or other pertinent information.

Obtain extra details regarding your identity, your company, or any other organization you represent whenever required.

## 7. Updating Your Information

Maintaining the accuracy and currency of your personal information with MARKETER is your responsibility. Should there be any changes to your crucial details, or if any part of your information becomes outdated, it's imperative that you promptly notify MARKETER and supply the updated, accurate information.

## 8. Ad Compliance Requirements

Given the evolving legal landscape in the advertising sector, it's possible that certain rules may be replaced or modified over time. Therefore, it's important for you to regularly check and adhere to the updated ad requirements to ensure compliance.

When submitting ads to the MARKETER self-serve DSP platform, they must meet the following criteria:

**Technical Specifications:** These will be regularly updated and communicated through the MARKETER self-serve DSP platform.

**Publisher's Website Rules:** Your ads must align with the specific guidelines set by the publishers whose websites will display your ads. These guidelines, which dictate what types of advertising are permissible on their platforms, are subject to change. If you're uncertain whether your ad complies with a publisher's standards, please consult a MARKETER representative before uploading your ads and initiating a campaign. This proactive approach can help you avoid potential penalties, including account suspension or fines.

**Policy Regulations and Requirements:** The policy content applies not only to the ads submitted on the MARKETER DSP platform but also to the landing pages linked by these ads. Stay informed of any changes or updates on the demand policy page.

By continuously using MARKETER services, you agree to abide by these rules and the relevant regulations in the Latvia, Estonia, Lithuania, your country of residence, and any country where your ads are displayed.

## **9. Responsibility for Advertising Content**

You are solely accountable for the advertisements you create, upload, and distribute through MARKETER services. Consequently, any damage or loss they may inflict on others falls under your responsibility. By opting to use MARKETER services, you have identified yourself as a qualified entity for conducting digital advertising. If your advertisements negatively impact our vendor's operations, we reserve the right to share your contact information with them for further action. To clarify, MARKETER is not responsible for the content of advertisements that you or any of your affiliates, agents, third-party providers, employees, or directors provide, create, or upload. This includes immunity from liability for any direct or indirect, anticipated or unforeseen damages stemming from the unsuitability or illegality of the ad content. MARKETER expressly disclaims any liability or responsibility in these matters.

## **10. Approval Process for Ad Quality**

Prior to launching your advertisement on the MARKETER DSP platform, it is mandatory to obtain approval from MARKETER. We collaborate with traffic safety providers who continuously monitor traffic integrity, around the clock, to thwart advertising fraud and block any malicious content. To enhance the likelihood of your ad being approved, it is crucial to ensure that it adheres strictly to the outlined parameters and fulfills the necessary criteria, including compliance with the fundamental policies of the Interactive Advertising Bureau (IAB) which can be found at [www.iab.com](http://www.iab.com).

## **11. Monitoring for Adherence to Standards**

Periodically, MARKETER conducts reviews of the advertisements to ensure they align with the latest submission guidelines. This scrutiny applies to both newly submitted ads and those already active on the platform, including previously approved ones.

The purpose of this process is to maintain continuous adherence to compliance and eligibility standards. If it's discovered that any ads fail to comply with these standards or breach regulations in any manner, MARKETER reserves the right to promptly remove such ads and, if necessary, suspend or delete your account without prior notification.

## **13. Purchasing Process**

On the MARKETER self-serve DSP platform, you have the option to place bids on a per-impression basis. This involves a programmatic algorithm presenting your bid to the suppliers for the opportunity to buy their ad inventory. If a supplier accepts your bid, it signifies a successful acquisition of the inventory. It's important to note that once a bid is accepted by a supplier, the transaction for the inventory is final and cannot be undone. For monitoring your purchases over a specific period, the MARKETER platform dashboard offers real-time report generation capabilities. The statistical data provided on the platform is reliable and is considered more pertinent and authoritative than any other external statistical sources.

## **14. Payment Procedures**

For using the MARKETER platform, we advise an initial payment of at least €500.00 for your first campaign, referred to as the First Deposit. This First Deposit is considered a non-refundable guarantee, ensuring your commitment to the responsible and secure use of the platform. This deposit also covers maintenance and the efforts by MARKETER to facilitate your platform initiation.

The guarantee deposit, being non-refundable, will not be included in any refund you may request, regardless of the reason. Subsequent to your initial deposit, a minimum of €500.00 is required for each refill of your account. Payments are accepted in European Euro, and it's your responsibility to ensure all payment details provided are accurate and current. This includes verifying payment amounts, credit card numbers, expiration dates, and wire transfer details.

Payment processing is managed by third-party providers, and while the timeline for fund transfer can vary, there are no guarantees on the duration it takes for funds to reach your account. Typically, Credit Card and PayPal transactions are processed immediately, whereas Wire (Bank) transfers might take longer, potentially a few days.

If your account shows no activity - such as ad purchases, refills, or logins - for over six months, it will be closed, and the balance will be reset to zero as an 'inactive fee'. It's important to note that MARKETER is not required to inform you about the application of this inactive fee or the account closure.

Similarly, if your account remains inactive for more than three months following your first payment, it will also be closed, and any balance will be set to zero due to the 'inactive fee' policy.

## **15. Account Management Obligations**

Managing your account on the platform, including accurate input of information such as bid prices, selection criteria, or destination URLs, falls entirely under your responsibility. Once you have set up the delivery filters, you are solely in charge of overseeing the execution of your campaigns.

## **16. Policy on Refunds**

If you decide to close your MARKETER account, you must notify us in writing of your decision. Upon account deletion, MARKETER will issue a refund of your remaining account balance, deducting a 15% administrative fee and any applicable Guarantee deposit. This deposit, if applicable, will be subtracted from your remaining balance within 30 days.

Refund requests must be submitted within 45 days from the date your funds were allocated to your MARKETER account. All requests for refunds must be in writing, detailing the payment method initially used. This written notification should be sent to a MARKETER representative and will be processed within 30 days from the date it is received. Refund requests with incorrect payment details will not be processed and will be returned unfulfilled.

Refunds are issued exclusively to the original payment method used. For example, if you paid via credit card, your refund will be credited to that same card. For security purposes, you may be asked to provide additional documentation or information to confirm your identity before the refund is processed.

However, refunds are not available for accounts terminated due to involvement with malicious, fraudulent, or inappropriate content. This includes, but is not limited to, auto direct links, deceptive advertising, adult themes, prohibited products and services, dating, etc., as identified by MARKETER or its vendors. In such cases, your account may be terminated indefinitely until you provide suitable advertising material.

## **17. Agreement to Protect Against Loss**

When you utilize the services provided by MARKETER, you are agreeing to safeguard and compensate MARKETER, along with its representatives, offices, senior staff, employees, and consulting experts, against any possible damages or losses that may arise from your usage of MARKETER services or from any breach of this agreement. This indemnification extends to cover losses related to copyright infringement, violations of intellectual property rights, and similar issues.

## **18. Rights Regarding Intellectual Property**

For the purpose of processing and showcasing your advertisements on the platform, thereby executing ad campaigns and providing related services, MARKETER requires certain rights. By using MARKETER services, you automatically grant MARKETER and its vendors:

- A non-exclusive, royalty-free license to use, display, publish, distribute, adapt, reproduce, and modify the ad units, solely for the intended functions of the platform.
- Permission to aggregate, utilize, and modify the data associated with your ads, including the use of your name and logo on their respective websites and promotional materials.
- Assurance that by granting these rights to MARKETER, you are not violating any terms of this agreement, other agreements, or any personal or corporate rights.

The MARKETER logo, the domain 'marketer.lv', any affiliated licensors/vendors, and related trademarks are the exclusive property of MARKETER. You are not permitted to copy or reuse these elements without explicit written consent from MARKETER. This restriction also applies to MARKETER' custom graphics, icons, page headers, scripts, and styling.

These elements are the sole property of MARKETER and its licensors, protected under copyright and intellectual property laws. For promotional purposes, MARKETER and its affiliates might use your name and trademark, where necessary, to feature your business on their website or marketing materials.

## 19. Disclaimer of Liability for Damages

Given that communication channels, protocols, and service rendering are controlled by third parties, MARKETER, in its capacity as a service provider, cannot offer any guarantees. Our services are offered on an 'as is' basis, implying that MARKETER is not responsible for issues like connectivity problems or power interruptions.

While MARKETER strives to implement all feasible measures to ensure the high quality and continuity of its services, there is no guarantee of uninterrupted service or stability. The services are provided with an acknowledgement of potential disruptions and without any express or implied guarantees of uninterrupted operation. Furthermore, MARKETER does not assure that the platform will consistently meet user requirements or expectations, nor does it guarantee the perpetuity of any achieved results.

MARKETER also cannot be held liable for any issues pertaining to your personal account, including unauthorized access. By using the self-serve DSP platform, you accept the inherent risks associated with its usage. In instances where the ad server is down for a certain period, MARKETER will issue refunds for ads not served during that time. However, MARKETER is not accountable for compensating losses that exceed the actual amount lost (the money paid for the undelivered ads), and this includes losses tied to missed business opportunities, profits, and any direct or indirect consequential losses.

## 20. Limitations of Service Guarantees

**Media-Trading Results:** In compliance with legal boundaries, MARKETER does not offer any guarantees regarding the performance metrics of media-trading, such as click-through rates (CTR), cost per impression, ad placement and timing, user engagement with ads, the volume of impressions, user reactions, conversion rates, data accuracy, or the relative positioning of your ads next to others.

MARKETER bears no responsibility for any aspect of your advertising campaign's performance, including revenue generation, user engagement, or expected benefits.

**Service Availability:** Interruptions in service may occur due to necessary maintenance, repairs, software updates, equipment failures, network attacks, or other unforeseeable issues beyond MARKETER' control.

**Internet Risks:** As data transmission over the Internet is inherently insecure, there is always a risk of data loss or alteration during transit. While MARKETER implements robust privacy measures to protect your information as outlined in our Privacy Policies, the company is not liable for any data loss or alteration that occurs during internet transmission.

**Liability Limitations:** MARKETER and its affiliates, agents, third-party providers, employees, and directors are not liable for any consequences arising from your inability to access services. This includes issues stemming from the transmission of confidential information over the Internet, informational errors, security breaches, and other direct or indirect losses resulting from these incidents.

## 21. Applicable Legal Framework

The terms of this Agreement will be regulated and construed under the laws of the State of New York, disregarding any principles of conflicts of law. Any disputes arising from this Agreement will fall under the jurisdiction and venue of New York City, to which both parties consent.

### General Terms and Conditions

**Account Deletion or Suspension:** MARKETER reserves the right to suspend service provision temporarily for technical or administrative reasons, or other impediments to service delivery. In such events, MARKETER is not obligated to explain the reasons for account suspension or termination. However, any balance remaining in your account will be restored within 30 days following your instruction on where to allocate the balance, except in cases involving malware ads.

**Violating the Agreement:** If you breach this agreement, MARKETER may suspend or delete your account. Any remaining funds in your account will be refunded after deducting an amount equal to 50% of the total balance, representing damage caused by the violation. This refund will be processed within 30 days of receiving your instructions on refund processing. Additional identification information may be requested to complete the refund.

**Creating New Accounts:** Immediate action will be taken if MARKETER terminates or suspends your account, preventing you from accessing services or creating new accounts. If MARKETER discovers you operating another account, it may also be terminated immediately.

**Effects of Account Suspension:** Upon termination, you must immediately cease using MARKETER services and delete all downloaded materials from MARKETER.

**Confidentiality:** All information obtained from the MARKETER platform, including publisher details, website statistics, and agreement terms, should be kept confidential and not disclosed or shared.

**Privacy Policy:** For information on how we collect, process, and store personal data, please refer to our Privacy Policy. By using our platform, you agree to these privacy terms.

**Suggestions:** Any ideas or suggestions you provide for platform improvement are voluntary and without expectation of compensation. Such suggestions may be used by MARKETER without restriction, including for publication, modification, sublicensing, transmission, and commercial display.

**Prohibition of Joint Ventures:** Your agreement with MARKETER does not constitute a joint venture, agency relationship, or partnership with MARKETER or its affiliates.

**Transfer of Agreement:** You cannot transfer your rights and obligations under this agreement without MARKETER' prior consent. MARKETER may transfer its rights and obligations at any time without prior notice to you.

**Validity of Provisions:** If any provision of this agreement is deemed invalid or unenforceable, it will be considered separable and will not affect the validity of other provisions.

**Force Majeure:** MARKETER provides no operational guarantees in the event of delays caused by force majeure, including natural disasters, social disruptions, industrial disputes, and third-party disruptions.

**Subpoenas:** In emergencies, MARKETER may be required to disclose information about your account in response to government subpoenas.

**Notices:** Notices from MARKETER will be communicated via postings on the service, emails to your registered account, or mailed to your address on record.

**Modifications to the Agreement:** MARKETER reserves the right to change this agreement. You should review the terms regularly, as changes become effective upon posting. If you disagree with any changes, cease using the services and notify MARKETER via email.

**Entire Agreement:** This agreement, including all changes and modifications, constitutes the entire agreement between you and MARKETER, superseding all prior agreements on the same subject. The terms of this agreement cannot be altered by you or any MARKETER representative.

**Waiver of Jury Trial:** Both parties acknowledge that disputes arising from this agreement may be complex and agree to forgo a jury trial, with any related court proceedings to be conducted by a judge.



**MARKETER SIA**

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