

# Terms and Conditions of AlphaDiscounters Ads

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## Section I

### AlphaDiscounters Ads Regulations on Alphadiscounters.com

## Contents

- DEFINITIONS
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## I. DEFINITIONS

The following words and terms appearing in the content of these Regulations have the meaning indicated below:

1. **Regulations** - means this document specifying the rules for the provision of the Ads Service.

2. **AlphaDiscounters Regulations** - regulations specifying the rules for the operation of AlphaDiscounters and the use of AlphaDiscounters by Users.
3. **Company** - ALPHADISCOUNTERS S.A. (hereinafter referred to as the “Company”) Republic of Greece with TAX NUMBER 801968309 and no. REGISTRATION NUMBER – GEMI 167239301000.
4. **AlphaDiscounters** - an open online trading platform, marketplace operated by the Company on the terms set out in the AlphaDiscounters Regulations, available in the domain AlphaDiscounters.com, Alphadiscounters.gr or other national domains.
5. **Alphadiscounters.com** - a separate part of AlphaDiscounters operated by the Company, on the terms set out in the AlphaDiscounters Regulations, available in the Alphadiscounters.com domain.
6. **Alphadiscounters.gr** - a separate part of AlphaDiscounters operated by the Company, on the terms set out in the AlphaDiscounters Regulations, available in the Alphadiscounters.gr domain.
7. **Marketplace** - a separate part of AlphaDiscounters operated by the Company on the terms set out in the AlphaDiscounters Regulations, intended, among others, for the execution of Transactions and the provision of the Ads Service, available in a dedicated national domain.
8. **Goods** - an item, service or right that may be the subject of a Transaction, in accordance with the AlphaDiscounters Regulations.
9. **User** - an entity that has gained access to the services provided by the Company on AlphaDiscounters on the terms set out in the AlphaDiscounters Regulations.
10. **Transactions** - procedures for concluding and performing contracts for the sale of Goods between Users on AlphaDiscounters, in accordance with the AlphaDiscounters Regulations.
11. **Advertiser** - Seller, Partner or Brand using advertising services available in the Customer Panel, under the conditions set out in these Regulations.
12. **Seller** - a User taking actions aimed at selling or selling Goods under the Offer, in accordance with the AlphaDiscounters Regulations.
13. **Partner** - a professional entity dealing with the creation of advertising campaigns and individual product or service advertisements for other Advertisers (e.g. Advertising Agencies, Media Agencies).
14. **Technical Partner** - an entity providing services to other Advertisers, using REST API software, i.e. a service provided by the Company, enabling the use of an access interface using the REST architecture as a way of communication of external applications with AlphaDiscounters resources.
15. **Brand** - an entrepreneur conducting business activity, being a producer or distributor of Goods.
16. **AlphaDiscounters Broadcasting Area** - an area designated within AlphaDiscounters for displaying Advertising Messages.
17. **Publisher of the Advertising Network** - an entity running a website or other activity related to offering advertising spaces on the Internet, other than the Company, offering advertising spaces on the Internet where it is possible to broadcast Advertising Messages.

18. **Display Area of the Advertising Network** - a designated part of the display area within the websites run by individual Publishers of the Advertising Network, intended for displaying Advertising Messages.
19. **Display Area** - the collective name for the AlphaDiscounters Display Area or the Display Area of the Advertising Network.
20. **Advertising Message** - an advertising format offered as part of the Ads Service, i.e. a graphic or graphic text format containing a hypertext link to the Offer of a given Advertiser or the Advertiser's website. As part of AlphaDiscounters Ads, the following forms of Advertising Messages are available: Sponsored Offer and Graphic Advertising.
21. **Sponsored Offer** - a form of Advertising Message containing a hypertext link to the Offer of a given Advertiser or the Advertiser's website, broadcast as part of the Ads Service on the Display Area.
22. **Graphic Advertising** - a form of Advertising Message containing a graphic designation of the Seller or the advertised Good and a trademark reserved for a given Good, advertising or hypertext text, links to the Advertiser's Offers or Advertiser's Websites, or a banner advertisement consisting of graphics and a hypertext link to the Advertiser's Offers or of the Advertiser's website, broadcast as part of the Ads Service on the Display Area.
23. **Advertiser's website** - Advertiser's website on AlphaDiscounters.
24. **Click** - a single action consisting in the User clicking on an Advertising Message placed on the Display Area.
25. **Display** - a single action consisting in the publication by the Company, at the request of the User, of an Advertising Message placed on the Display Area.
26. **Product** - means the product of the maximum price for one Click or 1000 (one thousand) Views and the ratio of the number of Clicks to the number of Views of the Advertising Message during the emission of the Advertising Message, modified by the parameter of matching the Goods being the subject of the given Advertising Message to the theme of the page on which the Display Area is located AlphaDiscounters.
27. **Product Ranking** - means the order of all Advertising Messages calculated each time for a given form of Advertising Message in AlphaDiscounters.
28. **Maximum Number of Advertisements** - means the maximum number of Advertisements broadcast within a given Display Area.
29. **Billing Unit** - a fee for the broadcast of an Advertising Message, for which - subject to point 5.4. below - consists of the following sales models:
  - a. Max CPC - a unit used to settle Sponsored Offers based on the number of Clicks on the Advertising Message. The Advertiser specifies the maximum gross price that he is ready to pay for one Click, however, the possibility of specifying the maximum price does not apply to the Display Network Display Space - in this case, the fee for one Click is determined in accordance with the rules set out by the given Display Network Publisher, up to the amount of the Advertiser's Budget Daily and taking into account the Total Budget;
  - b. Max CPM - a unit used to settle Graphic Advertisements, based on the number of views of the Advertising Message. 1 CPM is the cost of each started 1000 Views. The

Advertiser specifies the maximum gross price that he is ready to pay for each started 1000 Views.

- 30. **Daily Budget** - the maximum gross daily budget that the Advertiser is willing to allocate for displaying an Advertising Message on the Display Area.
- 31. **Total Budget** - the maximum gross budget that the Advertiser is ready to allocate for the display of the Advertising Message on the Display Area.
- 32. **Customer Panel** - means a separate functionality within the Ads Service dedicated to Advertisers in the Alphadiscouters.com domain and in the Alphadiscouters.gr domain or as part of the interfaces provided by Technical Partners, enabling Advertisers to use the advertising services available within the panel.
- 33. **Ads service** - a service provided by the Company under the conditions described in the Regulations.
- 34. **Ads Express Service** - a method of using the Ads Service with limited functionalities, the detailed conditions of which are set out in Article 3.10. of the Regulations, allowing Advertisers to quickly publish Advertising Messages via the AlphaDiscounters Account.
- 35. **Advertising Service from the Listing Form** - a method of using the Ads Service with limited functionalities, the detailed conditions of which are set out in Article 3.11. of the Regulations, allowing the Advertiser to quickly publish Advertising Messages from the level of the Offer listing form on AlphaDiscounters.
- 36. **Announcement** - An offer of an announcement nature only within the meaning of Art. 3.3. AlphaDiscounters Regulations.
- 37. **Ads4Brands functionality** - a functionality that allows one Advertiser, who is a Partner within the meaning of the "Regulations of the AlphaDiscounters Ads Partner Program", to promote Offers from many Sellers covering Goods of the brand selected by the Partner. The functionality is available only on Partners' accounts in the AlphaDiscounters Ads Partner program - within the meaning of the above-mentioned "Regulations of the AlphaDiscounters Ads Partner Program"

Capitalized terms not defined in this Article and have the meaning given to them in the AlphaDiscounters Regulations.

As part of the Ads Service from the level of the Customer Panel available both at Alphadiscouters.com/ads and Alphadiscouters.gr/ads, it is possible to use the service both on Alphadiscouters.com and Alphadiscouters.gr, in accordance with the currently available scope of the service on each of these Marketplaces.

## II. TERMS OF PARTICIPATION

2.1. The Customer Panel may be used by an Advertiser who meets the conditions set out in Article 2 of the AlphaDiscounters Regulations "CONDITIONS FOR PARTICIPATION IN ALPHADISCOUNTERS".

2.2. As part of the Customer Panel in the Ads Service, the Company provides Advertisers with functionalities enabling, in particular, advertising activities, the detailed rules of which are described in the Customer Panel. The available formats of the Advertising Message may differ depending on the Marketplace selected in the Customer Panel, on which it is to be used.

At the same time, Advertisers, including Partners and Technical Partners, with advertising expenditures as part of AlphaDiscounters Ads or the AlphaDiscounters Advertising Office ( <https://alphadiscouters.com/advertisement/>, <https://alphadiscouters.gr/advertisement/> ) exceeding 100 000 euros the last 12 months or who declare such expenses for advertising activities within AlphaDiscounters Ads or the AlphaDiscounters Advertising Office, the Company may grant special rights within the Customer Panel consisting in extending the functionality as part of access to the option of targeting Advertising Messages, Display Area or other types of advertisements. Details regarding the functionalities in question and their sharing are described at: <https://alphadiscouters.com/ads/>.

2.3. The Company stipulates that as part of the Ads Service:

- a. the possibility of using Graphic Advertisements is made available provided that within this advertising format a trademark reserved for a given Good or the Advertiser's trademark is included, excluding additional signs informing about the Seller, including in particular advertisements, content promoting the Seller and other elements facilitating the purchase Goods outside AlphaDiscounters,
- b. the possibility of using it using the REST API software is available only to Technical Partners.
- c. it is possible for Advertisers to use selected functionalities available as part of the Display Network Display Space, with the proviso that this possibility is limited to Advertisers having access to the Display Network Display Area, as well as Advertisers who reported the need to broadcast Advertising Messages and made for this purpose, via one of the contact forms available on AlphaDiscounters, indicated at: <https://alphadiscouters/contact>.

2.4. In the case of Sellers' Offers promoted in the form of an Advertising Message by the Brand, the Seller whose Offers have been covered by the Ads Service, at the request of the Brand, agrees to the transfer of statistical data by the Company regarding sales as part of the Offers covered by the Advertising Message. Statistical data provided in this way by the Company to Brands will not be personal data.

2.5. Throughout the period of providing the Ads Service, the Technical Partner is obliged to provide Advertisers with the content of these Regulations.

### **III. TERMS OF ADVERTISING MESSAGES**

3.1. In order to broadcast an Advertising Message on the Display Area, the Advertiser must have the right to use the Customer Panel in accordance with point 2.1. of the Regulations.

3.2. In order to issue an Advertising Message, the Advertiser should in the Customer Panel:

- a. indicates the Marketplace where the Advertising Message is to be published;
- b. indicates the Offers or Announcements on AlphaDiscounters that are to be promoted as part of the Advertising Message;
- c. provides the value of the relevant Unit of Account that he is ready to pay depending on the selected form of the Advertising Message - subject to point 29.a.;
- d. provides the start date of the selected Advertising Message;
- e. specifies the Daily Budget for the selected Advertising Message;
- f. indicates the Display Space on which the Advertising Messages are to be promoted.

3.3. In the case of Graphic Advertising, apart from the requirements set out in point 3.2. above, the Advertiser should indicate keywords (phrases) or select targeting options using retargeting or user profiles that will be able to initiate the emission of a given Advertising Message. The keyword (phrase) indicated by the Advertiser must describe the Goods advertised as part of a given Advertising Message, but it cannot contain additional information about the Seller.

3.4. In order to broadcast a given Advertising Message as part of a Graphic Advertising, the Advertiser should define and send graphic and text or graphic creations regarding a given Advertising Message in the Customer Panel, and in order to broadcast a Sponsored Offer, the Advertiser should indicate the Offers to be placed as part of this form of Advertising Message.

3.5. The Advertiser has the option of defining the end date of the Advertising Message in the Customer Panel. If the Advertiser does not define the parameter specified in the previous sentence, the Advertising Message will be broadcast until the Advertiser ends the emission manually in the Customer Panel or the Total Budget is used in full, if the Advertiser defined it.

3.6. The Advertiser optionally also has the option of specifying the Total Budget for the Advertising Message.

3.7. By using the Ads Service and Ads Express and the Advertising Service from the Offer Listing Form, the User ensures that:

- a. The Advertising Message published on the Display Area will not infringe the rights of third parties and will not mislead AlphaDiscounters Users, in particular as to the description and properties of the Item offered under a given Offer;

b. is entitled to dispose of the creation referred to in point 3.4. above, the Advertiser's website and its resources, and directing traffic to it as a result of the Ads Service will not infringe the rights of third parties;

c. the creation referred to in point 3.4. above, the Advertiser's Website and the content available through it do not infringe the rights of third parties, including in particular intellectual property rights, personal rights, image, are not obscene, do not contain pornographic or other unlawful content;

d. has all the rights to use the signs sold by him and advertised through the Advertising Messages of the Goods or the Seller's signs, including trademarks, and to dispose of them to the extent specified in these Regulations.

3.8. The Company is entitled to refuse to execute or suspend an Advertising Message on AlphaDiscounters if its content:

a. infringes or there is a reasonable basis that it will infringe the rights of third parties or persons;

b. may have a negative impact on AlphaDiscounters image or reputation;

c. may be considered annoying for AlphaDiscounters users;

d. The Advertising Message contains addresses of Advertisers' or third parties' websites;

e. is inconsistent with the Regulations, the AlphaDiscounters Regulations or the Advertising Network Publisher Regulations;

f. is inconsistent with legal requirements or concerns products that are not allowed to be advertised.

3.9. The Advertiser using the graphic advertisement declares that he has full copyrights and related rights to the logotypes and names of the brand represented by the Advertiser or is otherwise entitled to dispose of them, and by sending them to the Company he transfers a non-exclusive, irrevocable, transferable license to use them by the Company in order to conduct marketing and promotional activities as part of the Ads Service, regardless of the manner, type and form of its conduct, including on television, the Internet, on posters displayed to the public. Detailed rules regarding copyrights and related rights to logos and brand names and the rules for their use on AlphaDiscounters, not included in this provision, are regulated in relevant agreements concluded by the Company with the Brands.

3.10. In order to broadcast an Advertising Message as part of the Ads Express Service on the Display Area, the Advertiser gains access to the Customer Panel via the settings in the AlphaDiscounters Account and defines the Daily Budget for a given Advertising Message. At the same time, in the case of the Ads Express Service:

a. the provisions of point 3.2.: a., b., c., d. if, and 3.4. and 3.5. do not apply, and the Advertising Message will be broadcast until the Advertiser manually ends the emission in the Customer Panel or until the Daily Budget is used in full or the Offer to which the Advertising Message referred is completed. The Advertising Message concerns the Sponsored Offer, where the advertised Offer is selected automatically. The daily budget is spread over all advertised Offers;

b. within the interfaces provided by Technical Partners, only the provisions of point 3.2. apply.

3.11. In order to broadcast an Advertising Message as part of the Advertising Service from the Offer Listing Form on the Display Area, the Advertiser gains access to the Customer Panel through the settings in the AlphaDiscounters Account and defines the Daily Budget for a given Advertising Message and the Offer to be advertised. At the same time, in the case of the Advertising Service from the Offer Listing Form:

a. the provisions of point 3.2.: a., b., c., d. if, and 3.4. and 3.5. do not apply, and the Advertising Message will be broadcast until the Advertiser manually ends the emission in the Customer Panel or until the Daily Budget is used in full or the Offer to which the Advertising Message referred is completed. The Advertising Message concerns the Sponsored Offer, whereby the Offer is being advertised as part of the creation of which the use of the advertisement was approved. The daily budget is spread over all advertised Offers.

#### **IV. ISSUE OF AN ADVERTISING MESSAGE**

4.1. Advertising messages are broadcast in the order according to the Product Ranking.

4.2. The Advertising Message will be broadcast on the Display Area when:

a. The Advertiser's Advertising Message will be placed in the Product Ranking not lower than the Maximum Number of Advertisements;

b. The Offer promoted as part of the Advertising Message is active.

4.3. The Company reserves the right to refuse to broadcast or terminate the broadcast of an Advertising Message earlier if it violates the AlphaDiscounters Regulations or these Regulations or the regulations of the Publisher of the Advertising Network.

4.4. Irrespective of other provisions of the Regulations, the emission of an Advertising Message on the Display Area ends when there is no Display or Click on a given Advertising Message for the next 90 days, respectively for a given type of advertisement. In the case referred to in the preceding sentence, a given Advertising Message will be simultaneously archived in the Customer Panel.



4.5. Determined in accordance with point 3.2. lit. e of the Regulations, the Daily Budget for the broadcast of an Advertising Message may change:

a. if the Daily Budget specified by the Advertiser for a given day is not used, the funds allocated to the broadcasting of the Advertising Message are transferred to the next day of broadcasting, provided that the period of broadcasting the Advertising Message defined by the Advertiser covers the next day of its broadcasting, subject to point 3.5. of the Regulations. In the case described in the preceding sentence, only the unused amounts of the Daily Budget accumulated for a maximum of 7 calendar days of the advertising message broadcast period are transferred to the following days; this point does not apply if the Advertiser made a change consisting in suspending or changing the date of broadcasting the Advertising Message or changing the Daily Budget;

b. on days with a large number of inquiries, up to 120% of the amount specified by the Advertiser for the Daily Budget may be used, but in total no more than the sum of the Daily Budgets from all days for the Advertising Message in the emission period defined by the Advertiser. The balance of the budget set by the Advertiser for the entire broadcasting period set by him will take place on the days of broadcasting the Advertising Message, on which the expenses will be lower than the Daily Budget within the calendar week counted from Monday to Sunday inclusive, and the value of the Daily Budget may be additionally increased by the amount referred to in point 4.5. lit. ac in the event that the Advertiser changes the settings regarding the Advertising Message, indicated in point 3.2. of the Regulations, the following rules apply:

i. when the change concerns the broadcasting period set by the Advertiser or the amount of the Daily Advertising Message Budget, and the rule indicated in point 4.5 applied. lit a or b above and a value higher than the new Daily Budget set by the Advertiser has been used, the broadcasting of the Advertising Message will be suspended on a given day and resumed taking into account the changes introduced by the Advertiser on the following day, provided that the broadcasting period set by the Advertiser covers the next day of broadcasting the Advertising Message. The Advertiser will be required to pay a fee for the actual cost of clicking on the Advertising Message;

ii. if the change concerns the amount of the Daily Advertising Message Budget and a value lower than the new Daily Budget set by the Advertiser has been used, the broadcasting of the Advertising Message will be continued on the date of the change in accordance with point 4.5. lit. b.

4.6. If the Advertiser changes the settings indicated in point 3.2. of the Regulations regarding the Advertising Message during its broadcast or suspension of the broadcast of the Advertising Message j, these changes enter into force no later than 1 hour after they are made, subject to the changes indicated in point 4.5. lit. c. In the event of a failure or maintenance break, the provisions of Appendix 3 to the AlphaDiscounters Regulations shall apply.

4.7. If the Total Budget specified in accordance with point 3.5. of the Regulations, the emission of the Advertising Message will be suspended on the day of exhaustion of the Total Budget, even if the Daily Budget on a given day is not used.

4.8. Each Click or each Display of an Advertising Message by the User results in a reduction of the Daily Budget and the Total Budget, if defined, by the smallest amount for one Billing Unit allowing for the display of an Advertising Message in the current position in the MaxCPC or max CPM model (not more than the amount declared by the User as the maximum amount and not less than the value of the minimum price for the Billing Unit - taking into account the content of point 29.a.).

4.9. If the Daily Budget is exhausted in accordance with point 4.5. lit. a or b., the broadcasting of the Advertising Message will be suspended and restored after increasing the Daily Budget in the Customer Panel or it will be renewed on the next day according to the specified Daily Budget, provided that the Advertiser has indicated another day of broadcasting the Advertising Message. If the Total Budget is exhausted by the Advertiser, the broadcast of the Advertising Message will be restored after he increases the Total Budget in the Customer Panel.

4.10. In the Customer Panel, the Advertiser has access to the statistics of his Advertising Messages, which are the basis for assessing the level of implementation of the Advertising Messages broadcast.

4.11. The Company may block the emission of an Advertising Message or suspend the provision of the Ads Service or the Ads Express Service or the Advertising Service from the Listing Form, when the activities or content related to the Offer, Advertising Message or the Advertiser's website violate the provisions of the Regulations, AlphaDiscounters Regulations or the regulations of the Advertising Network Publisher, applicable provisions of law, or have a negative impact on the good name of the Company. The Company is entitled to the above actions also in a situation where other actions of the User as part of the Ads Service are inconsistent with the Terms and Conditions or the AlphaDiscounters Terms and Conditions.

4.12. The Company shall not be liable for any non-performance or improper performance of obligations arising from the provision of the Ads Service if it is a consequence of events beyond the Company's control, including in particular: any outbreak of war or a state of threat of war; acts, decisions or actions of public administration institutions, changes in applicable law, strikes, lockouts or other protest activities, floods, fires, explosions, failures of the Internet network or its part, power grid, failures of computer supervision and distribution systems or other manifestations of force majeure.

4.13. In the event of claims against the Company by third parties arising from the issue of an Advertising Message by the Company in accordance with the Regulations as part of the Ads Service, including in particular in connection with untrue or irregularities of the Advertiser's assurances referred to in point 3.7. of the Regulations, the Advertiser is obliged to release the Company from liability in this respect, to provide the Company with all necessary information that may be important in defending against the said claims and for the Advertiser to join any proceedings or negotiation talks against the Company. The Advertiser undertakes to

compensate the Company for all costs (including all kinds of damages, compensation and actual costs of legal assistance), which the Company will incur or which it will be obliged to pay to a third party in connection with the above-mentioned claims.

4.14. Pursuant to the provisions of art. 5.1. of the AlphaDiscounters Terms and Conditions, by including information or data in the content of the Offer, the Advertiser declares that he is entitled to introduce them to the content of the Offer, and using them by AlphaDiscounters as part of the Ads Service does not infringe the rights of third parties. The advertiser is liable for damages for the truthfulness of the statement referred to in the preceding sentence.

4.15. The Company shall not be liable for non-performance or improper performance of contracts concluded between Partners or Technical Partners and other Advertisers.

## **V. FEES**

5.1. The Advertiser is obliged to pay fees to the Company for the emission of Advertising Messages. Settlements for the Ads Service are carried out for each User separately for each Marketplace, on separate billing sub-accounts in the appropriate currency, consistent with the currency of the country of a given Marketplace.

5.2. Fees are calculated on an ongoing basis and presented to the User immediately for payment for subsequent billing periods, while the User's immediate access to the accrued fees does not cover the period of failure or technical breaks on the part of the Company. Fees will not exceed the Daily Budget or Total Budget, if defined, specified by the Advertiser, subject to clause 4.5. a or b of the Regulations. The current settlement period covers the period from the 28th day of the month to the 27th day of the following month.

5.3. The basis for calculating the amount of Fees due to the Company are the funds actually used by the Advertiser for the broadcast of the Sponsored Offer within the Daily Budget and the Total Budget, if defined, and the statistics provided to the Advertiser in the Customer Panel.

5.4. The Advertiser acknowledges that the methods of settling Billing Units, Daily Budgets, Total Budgets as part of the publication of Advertising Messages at individual Advertising Network Publishers may differ from the rules set out in these Regulations. In this case, the rules for settling individual indicators will apply in accordance with the rules set out by the Publishers of Advertising Networks. As part of the AlphaDiscounters Ads service, the Company will inform about different rules for settling individual indicators by referring to the relevant terms and conditions or regulations of Ad Network Publishers. Starting to use the service is tantamount to acceptance of these conditions.

5.5. The Advertiser chooses the method of settlement of fees for the emission of Advertising Messages made through the Partner, between:

- a. making payments separately to the Company as a service provider of the Ads Service and separately to the Partner in accordance with the provisions of the agreement

concluded by the Advertiser with the Partner as the entity conducting and managing the Advertiser's Advertising Messages,

b. making payments for the Ads Service and for conducting and managing the Advertiser's Advertising Messages jointly to the Partner in accordance with the provisions of the agreement concluded between the Advertiser and the Partner, who will then make appropriate settlements with the Company.

5.6. The rules for issuing invoices and paying Fees are governed by Article 9 of the AlphaDiscounters Regulations.

## **VI. FINAL PROVISIONS**

6.1. In matters not covered by the Regulations, the provisions of the AlphaDiscounters Regulations shall apply accordingly.

6.2. Promotional campaigns related to the Ads Service or the Ads Express Service or the Advertising Service from the Offer Listing Form may be provided for Users. The types and scope of such shares will be specified in separate regulations. For the purposes of the promotional campaigns in question, the rights and obligations of Users may be shaped in a different way than those specified in the Regulations. The condition for using such actions by the Users will be the acceptance of the relevant regulations.

6.3. The Company may, without prior notice, conduct tests of new services, processes or functionalities, as well as tests regarding changes to existing services, processes or functionalities as part of the Ads Service. Testing may affect Advertisers' use of the Ads Service, including the display of Advertising Messages. Tests may only be conducted for the time and to the extent necessary and proportionate to achieve the purpose of the test. The Company conducts tests solely for the purpose of developing the Ads Service, adapting to market changes, adapting to changes in the law or improving the services provided.

6.4. The current version of the Regulations is available on the website: [alphadiscounters.com/ads](http://alphadiscounters.com/ads) and [alphadiscounters.gr/ads](http://alphadiscounters.gr/ads).

## **Section II**

### **AlphaDiscounters Ads Regulations on [alphadiscounters.gr](http://alphadiscounters.gr)**

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17. **Sponsored Offer** - a form of Advertising Message containing a hypertext link to the Offer of a given Advertiser or the Advertiser's website, broadcast as part of the Ads Service on the AlphaDiscounters Display Area.
18. **Advertiser's website** - Advertiser's website on AlphaDiscounters.
19. **Click** - a single action consisting in the User clicking on an Advertising Message placed on the Display Area.
20. **Display** - a single action consisting in the publication by the Company, at the request of the User, of an Advertising Message placed on the Display Area.
21. **Product** - means the product of the maximum price for one Click and the ratio of the number of Clicks to the number of Displays of the Advertising Message during the emission of the Advertising Message, modified by the parameter of matching the Item being the subject of the given Advertising Message to the theme of the page on which the AlphaDiscounters Display Area is located.
22. **Product Ranking** - means the order of all Advertising Messages calculated each time for a given form of Advertising Message in AlphaDiscounters.
23. **Maximum Number of Advertisements** - means the maximum number of Advertisements broadcast within a given Display Area.

24. **Billing Unit** - a fee for the broadcast of an Advertising Message, for which - subject to point 5.4. below - consists of the following sales models:

a. **Max CPC** - a unit used to settle Sponsored Offers based on the number of Clicks on the Advertising Message. The Advertiser determines the maximum gross price that the Advertiser is willing to pay for one Click, up to the amount of the Daily Budget and taking into account the Total Budget.

25. **Daily Budget** - the maximum gross daily budget that the Advertiser is willing to allocate for displaying an Advertising Message on the Display Area.

26. **Total Budget** - the maximum gross budget that the Advertiser is ready to allocate for the display of the Advertising Message on the Display Area.

27. **Customer Panel** - means a separate functionality within the Ads Service dedicated to Advertisers in the alphadiscounters.com domain and in the alphadiscounters.gr domain or as part of the interfaces provided by Technical Partners, enabling Advertisers to use the advertising services available within the panel.

28. **Ads service** - a service provided by the Company under the conditions described in the Regulations.

Capitalized terms not defined in this Article and have the meaning given to them in the AlphaDiscounters Regulations.

As part of the Ads service from the Customer Panel available both at alphadiscounters.com/ads and alphadiscounters.gr/ads, it is possible to use the service both on alphadiscounters.com and alphadiscounters.gr, in accordance with the currently available scope of the service on each Marketplace.

## II. TERMS OF PARTICIPATION

2.1. The Customer Panel may be used by an Advertiser who meets the conditions set out in Article 2 of the AlphaDiscounters Regulations "CONDITIONS FOR PARTICIPATION IN ALPHADISCOUNTERS".

2.2. As part of the Customer Panel in the Ads Service, the Company provides Advertisers with functionalities enabling, in particular, advertising activities, the detailed rules of which are described in the Customer Panel. The available formats of the Advertising Message may differ depending on the Marketplace selected in the Customer Panel, where it is to be used.

2.3. The Company stipulates that as part of the Ads Service, the possibility of using it using the REST API software is available only to Technical Partners.

2.4. Throughout the period of providing the Ads Service, the Technical Partner is obliged to provide Advertisers with the content of these Regulations.

### III. TERMS OF ADVERTISING MESSAGES

3.1. In order to display an Advertising Message on the AlphaDiscounters Display Area, the Advertiser must have the right to use the Customer Panel in accordance with point 2.1. of the Regulations.

3.2. In order to issue an Advertising Message, the Advertiser should in the Customer Panel:

- a. indicates the Marketplace where the Advertising Message is to be published;
- b. indicates the Listings on AlphaDiscounters to be promoted as part of the Advertising Message;
- c. provides the value of the relevant Billing Unit that he is ready to pay depending on the selected form of the Advertising Message;
- d. provides the start date of the selected Advertising Message;
- e. specifies the Daily Budget for the selected Advertising Message;
- f. indicates the AlphaDiscounters Display Area where the Advertising Messages are to be promoted.

3.3. The Advertiser has the option of defining the end date of the Advertising Message in the Customer Panel. If the Advertiser does not define the parameter specified in the previous sentence, the Advertising Message will be broadcast until the Advertiser ends the emission manually in the Customer Panel or the Total Budget is used in full, if the Advertiser defined it.

3.4. The Advertiser optionally also has the option of specifying the Total Budget for the Advertising Message.

3.5. By using the Ads Service, the User ensures that:

- a. The Advertising Message published on the AlphaDiscounters Display Area will not infringe the rights of third parties and will not mislead AlphaDiscounters Users, in particular as to the description and properties of the Item offered under a given Offer;
- b. is entitled to dispose of the Advertiser's website and its resources, and directing traffic to it as a result of the Ads Service will not infringe the rights of third parties;
- c. has all the rights to use the signs sold by him and advertised through the Advertising Messages of the Goods or the Seller's signs, including trademarks, and to dispose of them to the extent specified in these Regulations.



3.6. The Company is entitled to refuse to execute or suspend an Advertising Message on AlphaDiscounters if its content:

- a. infringes or there is a reasonable basis that it will infringe the rights of third parties or persons;
- b. may have a negative impact on AlphaDiscounters image or reputation;
- c. may be considered annoying for AlphaDiscounters users;
- d. contains addresses of Advertisers' or third parties' websites;
- e. is inconsistent with the Regulations, the AlphaDiscounters Regulations;
- f. is inconsistent with legal requirements or concerns products that are not allowed to be advertised.

#### **IV. ISSUE OF AN ADVERTISING MESSAGE**

4.1. Advertising messages are broadcast in the order according to the Product Ranking.

4.2. The Advertising Message will be broadcast on the AlphaDiscounters Display Area when:

- a. The Advertiser's Advertising Message will be placed in the Product Ranking not lower than the Maximum Number of Advertisements;
- b. The Offer promoted as part of the Advertising Message is active.

4.3. The Company reserves the right to refuse to broadcast or terminate the broadcast of an Advertising Message earlier if it violates the AlphaDiscounters Regulations or these Regulations.

4.4. Irrespective of other provisions of the Regulations, the emission of an Advertising Message on AlphaDiscounters Display Space ends when there is no Click on a given Advertising Message for the next 90 days. In the case referred to in the preceding sentence, a given Advertising Message will be simultaneously archived in the Customer Panel.

4.5. Determined in accordance with point 3.2. lit. e of the Regulations, the Daily Budget for the broadcast of an Advertising Message may change:

- a. if the Daily Budget specified by the Advertiser for a given day is not used, the funds allocated to the broadcasting of the Advertising Message are transferred to the next day of broadcasting, provided that the broadcasting period of the Advertising Message defined by the Advertiser covers the next day of its broadcasting, subject to point 3.3. of the Regulations. In the case described in the preceding sentence, only the unused amounts of the Daily Budget accumulated for a maximum of 7 calendar days of the

advertising message broadcast period are transferred to the following days; this point does not apply if the Advertiser made a change consisting in suspending or changing the date of broadcasting the Advertising Message or changing the Daily Budget;

b. on days with a large number of inquiries, up to 120% of the amount specified by the Advertiser for the Daily Budget may be used, but in total no more than the sum of the Daily Budgets from all days for the Advertising Message in the emission period defined by the Advertiser. The balance of the budget set by the Advertiser for the entire broadcasting period set by him will take place on the days of broadcasting the Advertising Message, on which the expenses will be lower than the Daily Budget within the calendar week counted from Monday to Sunday inclusive, and the value of the Daily Budget may be additionally increased by the amount referred to in point 4.5. lit. and b;

c. if the Advertiser changes the settings regarding the Advertising Message, indicated in point 3.2. of the Regulations, the following rules apply;

i. when the change concerns the broadcasting period set by the Advertiser or the amount of the Daily Advertising Message Budget, and the rule indicated in point 4.5 applied. lit. a or b above and a value higher than the new Daily Budget set by the Advertiser has been used, the broadcasting of the Advertising Message will be suspended on a given day and resumed taking into account the changes introduced by the Advertiser on the following day, provided that the broadcasting period set by the Advertiser covers the next day of broadcasting the Advertising Message. The Advertiser will be required to pay a fee for the actual cost of clicking on the Advertising Message;

ii. if the change concerns the amount of the Daily Advertising Message Budget and a value lower than the new Daily Budget set by the Advertiser has been used, the broadcasting of the Advertising Message will be continued on the date of the change in accordance with point 4.5. lit. b.

4.6. If the Advertiser changes the settings indicated in point 3.2. of the Regulations regarding the Advertising Message during its broadcast or suspension of the broadcast of the Advertising Message, these changes come into force no later than 1 hour after they are made, subject to the changes indicated in point 4.5. lit. c. In the event of a failure or maintenance break, the provisions of Appendix 3 to the AlphaDiscounters Regulations shall apply.

4.7. If the Total Budget specified in accordance with point 3.3. of the Regulations, the emission of the Advertising Message will be suspended on the day of exhaustion of the Total Budget, even if the Daily Budget on a given day is not used.

4.8. Each Click on an Advertising Message by the User results in a reduction of the Daily Budget and the Total Budget, if defined, by the smallest amount for one Billing Unit allowing for the display of an Advertising Message in the current position in the MaxCPC or max CPM model (not more than the amount declared by the User as the maximum amount and not less than the value of the minimum price for the Billing Unit - taking into account the content of point 24.a.).

4.9. If the Daily Budget is exhausted in accordance with point 4.5. lit. a or b. the broadcasting of the Advertising Message will be suspended and restored after increasing the Daily Budget in the Customer Panel or it will be renewed on the next day according to the specified Daily Budget, provided that the Advertiser has indicated another day of broadcasting the Advertising Message. If the Total Budget is exhausted by the Advertiser, the broadcast of the Advertising Message will be restored after he increases the Total Budget in the Customer Panel.

4.10. In the Customer Panel, the Advertiser has access to the statistics of his Advertising Messages, which are the basis for assessing the level of implementation of the Advertising Messages broadcast.

4.11. The Company may block the broadcast of an Advertising Message or suspend the provision of the Ads Service when activities or content related to the Offer, Advertising Message or the Advertiser's website violate the provisions of the Regulations, AlphaDiscounters Regulations, applicable law, or have a negative impact on the good name of the Company. The Company is entitled to the above actions also in a situation where other actions of the User as part of the Ads Service are inconsistent with the Terms and Conditions or the AlphaDiscounters Terms and Conditions.

4.12. The Company shall not be liable for any non-performance or improper performance of obligations arising from the provision of the Ads Service if it is a consequence of events beyond the Company's control, including in particular: any outbreak of war or a state of threat of war; acts, decisions or actions of public administration institutions, changes in applicable law, strikes, lockouts or other protest activities, floods, fires, explosions, failures of the Internet network or its part, power grid, failures of computer supervision and distribution systems or other manifestations of force majeure.

4.13. In the event of claims against the Company by third parties arising from the issue of an Advertising Message by the Company in accordance with the Regulations as part of the Ads Service, including in particular in connection with untrue or irregularities of the Advertiser's assurances referred to in point 3.5. of the Regulations, the Advertiser is obliged to release the Company from liability in this respect, to provide the Company with all necessary information that may be important in defending against the said claims and for the Advertiser to join any proceedings or negotiation talks against the Company. The Advertiser undertakes to compensate the Company for all costs (including all kinds of damages, compensation and actual costs of legal assistance), which the Company will incur or which it will be obliged to pay to a third party in connection with the above-mentioned claims.

4.14. Pursuant to the provisions of art. 5.1. of the AlphaDiscounters Terms and Conditions, by including information or data in the content of the Offer, the Advertiser declares that he is entitled to introduce them to the content of the Offer, and using them by AlphaDiscounters as part of the Ads Service does not infringe the rights of third parties. The advertiser is liable for damages for the truthfulness of the statement referred to in the preceding sentence.

4.15. The Company shall not be liable for non-performance or improper performance of agreements concluded between Technical Partners and other Advertisers.

## **V. FEES**

5.1. The Advertiser is obliged to pay fees to the Company for the emission of Advertising Messages. Settlements for the Ads Service are carried out for each User separately for each Marketplace, on separate billing sub-accounts in the appropriate currency, consistent with the currency of the country of a given Marketplace.

5.2. Fees are calculated on an ongoing basis and presented to the User immediately for payment for subsequent billing periods, while the User's immediate access to the accrued fees does not cover the period of failure or technical breaks on the part of the Company. Fees will not exceed the Daily Budget or Total Budget, if defined, specified by the Advertiser, subject to clause 4.5. a or b of the Regulations. The current settlement period covers the period from the 26th day of the month to the 25th day of the following month.

5.3. The basis for calculating the amount of Fees due to the Company are the funds actually used by the Advertiser for the broadcast of the Sponsored Offer within the Daily Budget and the Total Budget, if defined, and the statistics provided to the Advertiser in the Customer Panel.

5.4. The rules for issuing invoices and paying Fees are governed by Article 9 of the AlphaDiscounters Regulations.

## **VI. FINAL PROVISIONS**

6.1. In matters not covered by the Regulations, the provisions of the AlphaDiscounters Regulations shall apply accordingly.

6.2. Promotional campaigns related to the Ads Service may be provided for Users. The types and scope of such shares will be specified in separate regulations. For the purposes of the promotional campaigns in question, the rights and obligations of Users may be shaped in a different way than those specified in the Regulations. The condition for using such actions by the Users will be the acceptance of the relevant regulations.

6.3. The Company may, without prior notice, conduct tests of new services, processes or functionalities, as well as tests regarding changes to existing services, processes or functionalities as part of the Ads Service. Testing may affect Advertisers' use of the Ads Service, including the display of Advertising Messages. Tests may only be conducted for the time and to the extent necessary and proportionate to achieve the purpose of the test. The Company conducts tests solely for the purpose of developing the Ads Service, adapting to market changes, adapting to changes in the law or improving the services provided.

6.4. The current version of the Regulations is available on the website: [alphadiscounters.com/ads](http://alphadiscounters.com/ads) and [alphadiscounters.gr/ads](http://alphadiscounters.gr/ads).