

# Onvoir Advertiser Listings - Terms and Conditions

## 1. Definitions

For the purpose of these Terms and Conditions:

"Advertiser"	means the party purchasing advertising services from Onvoir;
"Advertising Services"	means the services provided by Onvoir to the Advertiser under these Terms and Conditions;
"Click Through"	means the event which occurs when the link associated with a Listing is activated by an Internet user, which causes the user to be delivered to the website submitted with the Listing;
"Listing"	Means the textual title, summary, associated website address and logo (or a combination agreed by Onvoir) prepared by the Advertiser which is designed to promote visits to the Advertiser's website;
"Onvoir"	means Onvoir ( <b>brand owned and operated by ClickStream Media Pvt Ltd</b> )
"Terms and Conditions"	means these Terms and Conditions to include any amendments made in accordance with these Terms and Conditions;
"Website"	means the website of Onvoir.com
"User"	means an Individual activating an Advertiser Listing by Clicking Through
"Search"	means the action performed by a User to seek information or services via the Onvoir network. Onvoir Advertiser Listings are displayed when a registered keyword matches the User Search.
"Context Stream"	means the method Onvoir use of selecting Advertiser Listings automatically without the User performing a Search. Relevant Listings are automatically rendered on relevant Context Stream partner pages.

## **2. Provision of Services**

The purchase of Advertising Services by the Advertiser shall be in accordance with these Terms and Conditions which shall apply to the exclusion of any other terms and conditions specified by the Advertiser. Onvoir may change these Terms and Conditions from time to time. Upon any such change, Onvoir will post the amended Terms and Conditions on the Web Site and thereby notify the Advertiser that they have been changed. The amended Terms and Conditions shall automatically become effective immediately after they are initially posted on the Web Site and any use of the Advertising Services after such date shall be subject to the amended Terms and Conditions. These Terms and Conditions may not otherwise be amended, except in writing, signed by both parties. The Advertiser's continued use of the Advertising Services after the posting of the amended Terms and Conditions on the Web Site constitutes the Advertiser's acknowledgement of an agreement to these Terms and Conditions as so amended. Please therefore check the Web Site regularly.

Onvoir at its sole discretion, reserves the right to reject the Advertiser's Listing(s) or cease to display it.

Upon Advertiser's submitting a Listing, Onvoir has the right to display, transmit and promote the Listing and resulting visitors to the Advertiser's site shall have the right to access any material or services linked to/from the Listing.

Any typographical, clerical or other error or omissions in any web document, sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Onvoir shall be subject to correction without any liability on the part of Onvoir.

For the purpose of these Terms and Conditions, the number of Click-throughs shall be exclusively calculated by Onvoir from schedules derived from the log files created within the Web Site.

## **3. Payment Terms**

By bidding for a Click Through which relates to a Listing, the Advertiser determines the amount of money charged to the Advertiser's account each time a User Clicks Through to the site associated with the Listing. Onvoir will provide an invoice for each deposit or top up payment.

### **3.1 Pre-Payment Account**

The Advertiser will be required to pay an initial deposit of \$50 or Rs 3,000 plus 12.36% Service Tax, - which is non-refundable and should be used to buy Click Throughs. The non-refundable deposit itself can be used up against further advertising within that scheme. Should the Advertiser choose to deposit an amount greater than \$50 or Rs 3,000,- the excess balance will be refundable by Onvoir if the Advertiser elects to terminate the Advertising Services.

### 3.2 Credit accounts

Where the Advertiser has opened a Credit Account with Onvoir, payment shall be made within 30 days of the invoice date.

#### 3.2.1 Invoice Monthly Budget Account

Should an account be suspended or reach its end date, and funds are still available on the account, those amounts will remain and be carried over for future activity, unless the Advertiser elects to clear unspent funds via a subsequent Insertion Order.

#### 3.3 2 Invoice Monthly Credit Account

Where the Advertiser has agreed a monthly credit limit, the Advertiser will be invoiced only funds spent during that calendar month. Unspent funds will not be carried over to the following month.

## **4. Listings**

Advertiser accepts that Listings will be displayed on both Search and Context Stream pages, unless they specifically choose to restrict distribution to Search only. This is done within Onvoir's online user interface or in the case of Credit Accounts, can also be stated on the Insertion Order

The Advertiser accepts that the Listings will be displayed against singulars, plurals, verb stems abbreviations or full forms association with the keywords chosen by the Advertiser

Listings are intended as being factual summaries of the activities of an Advertiser's site. Onvoir is not responsible in any way for the website designated in respect of a particular Listing and Onvoir shall not be liable to the Advertiser for the consequences of any failure by the Advertiser or of any other party in respect of the website designated in respect of a particular Listing. The Advertiser accepts that Onvoir has the right without reference to the Advertiser, to remove characters from the submitted Listing aimed at highlighting it, to modify the submitted Listing for spelling mistakes, to modify the Listing to conform with our guidelines or to reject the Listing if basic modifications cannot be made. The Advertiser is solely responsible for all keywords, their associate matching options, listing copy and URLs, whether generated by or for the Advertiser

The Advertiser accepts that where listings have been submitted to Onvoir, or where instructions have been given to Onvoir to change the listings on Advertiser's behalf, it is the sole responsibility of the Advertiser's to verify that modifications have been made correctly

## **5. Advertiser Warranties**

By placing an order for Advertising Services with Onvoir, the Advertiser warrants that:

5.1 - the Advertiser is wholly responsible for any legal liability relating to the Listing or any linked website or web content and the consequences of its transmission or promotion by Onvoir

5.2 - the information and content in the Listing and any linked website or web content:

5.2.1 - does not violate any law statute, statutory instrument or regulation in any country or jurisdiction where the Listing can be accessed

5.2.2 - does not contain or link to any offensive content. Any links to a site containing adult content from an Advertisement which is accepted through Onvoir shall be through a page on the target site which does not contain Adult Material but shows a clear message warning visitors that the site contains Adult Content.

5.2.3 - is not an investment advertisement within the meaning of the Financial Services and Markets Act 2000 (the "Act") or if it is that the Listing and any websites to which it links comply with the Act and the Advertiser will be authorised under the Act to carry out such activities

5.2.4 - does not infringe the British Codes of Advertising and Sales Promotion, as may be revised from time to time, or any other codes of advertising standards laid down on a statutory or a self regulatory basis for the regulation of the Indian advertising industry

5.2.5 - does not infringe any copyright, trademark, intellectual property right of any person or violate the privacy of any individual

5.2.6 - does not breach any duty toward or rights of any person or entity or any consumer credit or consumer protection legislation

5.2.7 - does not contain any content, products or services that have resulted or are likely to result in any claims relating to product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity

5.2.8 - does not contain any false, misleading, defamatory, indecent, threatening or racially abusive material or any obscene or blasphemous material or any other material that is unlawful in the India or any other country or jurisdiction where the Listing can be accessed, nor shall the Advertiser use the service in any way that may diminish or damage Onvoir's goodwill

5.2.9 - complies with the requirement of the Privacy and Electronic Communications (EC Directive) Regulations 2003 in respect to the use of cookie technology and direct marketing consents

5.3 - the Advertiser does not seek to collect any personal data unless such personal data is collected, stored, processed and dealt with in accordance with the Data Protection Act 1998

5.4 - the Advertiser shall not interfere with or disrupt Onvoir's computer networks or the networks of those to whom Onvoir provides services

5.5 - the Advertiser shall maintain and update any details which have been provided to Onvoir about them and their business so that such details remain current, complete and accurate

5.6 - if Onvoir, at its sole discretion, believes there has been a breach of these Terms and Conditions, Onvoir can immediately remove the Listing and close the Advertiser's account without refund.

## **6. Disclaimer and Limitation of Liability**

Onvoir disclaims all warranties, express or implied, in relation to the Advertising Services, including, without limitation, to the extent permitted by law, for non-infringement, merchantability and fitness for any purpose. Neither Onvoir nor any of its employees, agents, consultants or contractors make any warranty or representations whatsoever regarding the market place, the services, the programmes or any information made available through them or that they will meet the Advertisers requirements or operate uninterrupted, secure or error free, and that accordingly the use of the market place and programmes is at the Advertisers own risk. Onvoir disclaims all guarantees regarding the levels or timing of the costs per click, Click Through rates or delivery of any impression, positioning, clicks or conversation for any ads or targets.

6.1 - Onvoir will not be liable for any consequential, special, indirect, exemplary, punitive or other damages whether in contract, tort or any other legal theory, even if advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy; and

6.2 - Onvoir's aggregate liability to Advertiser is limited (except in relation to clause 6.3) to amounts paid or payable to Onvoir by the Advertiser in respect of the Advertising Service giving rise to the claim and in no circumstances shall the aggregate liability of Onvoir, its employees, agents, consultants, or contractors under these Terms and Conditions exceed an amount equal to the amount paid by the Advertiser to Onvoir in respect of the Advertising Services in the six (6) month period immediately prior to the date on which the liability first arose.

6.3 - Payment Refunds - Where the Advertiser wishes to claim a refund for questioned traffic,

upon agreement, refunds will only be back dated 60 days prior to the date of receipt of notification from Advertiser by Onvoir

6.4 - Onvoir endeavours to use appropriate mechanisms to control the quality of its traffic. If the Advertiser has identified sources of Onvoir traffic that may not return expected conversion rates, it is the responsibility of the Advertiser to de-select such source(s) using the traffic selection tool provided by Onvoir within the Advertiser management interface.

## **7. Indemnification**

The Advertiser hereby indemnifies and holds harmless and defends Onvoir, its licensors, licensees, consultants, contractors, agents and employees from any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including, without limitation, reasonable legal fees, that may arise from the Advertiser's access to or use of the marketplace, the services, the programmes, the Web Site or from any breach of the terms, warranties or representations of these Terms and Conditions. The Advertiser will be solely responsible for defending any claim and the payment of any damages, penalties or fines, losses or liabilities resulting from the foregoing to Onvoir or any third party. Onvoir reserves the right to terminate the Advertising Services or exclude, suspend or block the Advertiser (or any bidding tool program operated by it) from any part of the Web Site if it has breached any of these Terms and Conditions.

## **8. Force Majeure**

Onvoir shall not be liable for failure or delay resulting from a condition beyond the reasonable control of Onvoir, including but not limited to acts of God, government, terrorism, natural disaster, labour conditions and power failures.

## **9. Notices**

Onvoir may give general notices to the Advertiser by posting on the Web Site and shall if possible send notices by electronic mail to the Advertiser's e-mail address [or by post to the Advertiser's postal address]. The Advertiser may give any notices to Onvoir by e-mail to [support@Onvoir.com](mailto:support@Onvoir.com). Notices will be deemed received when an e-mail is received in full save where it is received during a weekend or on a public holiday in the place of receipt in which case it will be deemed received on the next business day.

## **10. Choice of law**

Any questions relating to the Advertising Services or these Terms and Conditions shall be determined in all respect by the Indian Laws and the parties agree to submit to the non-exclusive jurisdiction of the Indian courts.

## **11. Entire agreement**

These Terms and Conditions constitute the entire agreement between Onvoir and the Advertiser with respect to the subject matter contained herein and supersedes all previous agreements proposals and communications, written or oral, between the Advertiser and Onvoir. The Advertiser confirms that it has not relied on any representations by Onvoir in entering into these Terms and Conditions other than those expressly set out in these Terms and Conditions. Nothing shall exclude liability for fraudulent misrepresentation.