

Advertiser Terms and Conditions.

This Agreement shall govern participation in the AdPlex Media Advertising program. By participating in the Program, you are agreeing to be bound by these Terms and Conditions. The term 'customer' shall refer to any individual or entity who accepts the terms and conditions of this Agreement by submitting the Program registration. The Program is offered to you by AdPlex Media.com Ltd.

Participation: AdPlex Media shall have absolute discretion as to whether or not it accepts a particular customer or site for participation in the AdPlex Media Advertising Network

1. AdPlex Media will not deliver visitors to sites containing content that is not appropriate for viewing by a general audience. The following are examples of the type of sites we will not deliver visitors to:

Sites containing or linking to any form of illegal activity (i.e., how to build a bomb, hacking...etc.).

Sites with gratuitous displays of violence, obscene or vulgar language, and abusive content or content which endorses or threatens physical harm.

Sites promoting any type of hate-mongering (i.e., racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.).

Sites that participate in or transmit inappropriate newsgroup postings or unsolicited e-mail (spam).

Sites promoting any type of illegal substance or activity or sites with illegal, false or deceptive investment advice and money-making opportunities.

Sites with any type of content that a reasonable public consensus deems to be improper or inappropriate.

2. Your Advertisement Page can not contain any other popup windows. Any additional window generated by your site shall be considered a popup window, including popups, pop-behinds, or exit popups windows. If a popup window is installed on the URL at any time, AdPlex Media will stop your campaign immediately and any remaining credits will be forfeited. In this case, you will not be entitled to a refund.

3. Your Advertisement Page can not have background music or sounds.

4. Your Advertisement Page can not contain scripts that alter users browser settings.

5. Your Advertisement Page can not contain any frame breaking codes.

6. To insure compliance with these terms and conditions, any Customers that change their content after approval for membership MUST notify AdPlex Media of the changes in writing IMMEDIATELY. If your site is changed during the campaign such that it includes inappropriate content, AdPlex Media will stop your campaign immediately. In this case, you will not be entitled to a refund.



Data Reporting (Stats): All Campaigns purchased on the AdPlex Media Advertising Network are served, tracked and reported by AdPlex Media. For Campaigns that involve third party serving/tracking, accounting may be beyond the control of AdPlex Media. Campaigns that use third party serving/tracking for auditing purposes may be subject to alternate or additional controls. AdPlex Media.com Ltd. is the sole owner of all website, campaign, and aggregate web user data collected by AdPlex Media. Customer only has access to website and web user data that is collected as part of Customer's campaign.

Rates: All advertising rates are subject to change at any time.

Representations and Warranties: Customer hereby indemnifies and holds harmless AdPlex Media Ltd. and the Publishers (including their successors, directors, officers, employees, agents, assigns) from and against all claims, loss, liability, damage and expense of any nature (including attorneys' reasonable fees) in connection with the Advertisement URL and its linked websites, for any actual or alleged breach of any term of this Agreement.

Damages: In no event shall either party be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of data, loss of use, or loss of profits arising thereunder or from the provision of services.

Limitation of Liability: Neither AdPlex Media.com Ltd. nor the participating sites will be subject to any liability whatsoever for (a) any failure to provide reference or access to all or any part of the Advertisement URL due to systems failures or other technological failures of AdPlex Media.com Ltd. or of the Internet; (b) delays in delivery and/or non-delivery of a campaign, including, without limitation, difficulties with a Publisher or Website, difficulties with a third-party server, or electronic malfunction; and (c) errors in content or omissions in any Advertisement URL provided by Customer.

Modifications: The Program reserves the right to change any of these terms and conditions at any time without notice. You are responsible for complying with any changes to the terms and conditions within 10 days of the date of change.

Cancellation: The Advertiser may stop the campaign at any time with twenty-four (24) hours written notice. For the termination of the campaign, the Advertiser is responsible to pay for all impressions that were served by AdPlex Media Ltd. AdPlex Media shall issue a refund for all impressions that have not been delivered.

