

Campaign Manager Terms and Conditions



This Agreement defines the additional Terms under which Optimise shall provide the Company with an Campaign Manager solution. These Terms supplement the Optimise Technology Terms of Service and the Technology Order and unless otherwise defined any Terms shall have the meaning given within those documents.

1. Additional Definitions

- 1.1. In this Agreement, unless the context otherwise requires, any term shall have the meaning attributed to it below, if not defined below it shall have the meaning attributed within the Optimise Technology terms and Conditions:

Advertiser means the company which provides the products or services which are being advertised to users.

Publisher is synonymous with Referrer or Affiliate.

2. Optimise Responsibilities

- 2.1. Optimise shall provide access, for an unlimited number of users, to the Optimise System incorporating the following functions, as demonstrated to the Company:
 - 2.1.1. **Online Event Tracking** - Tracking events including impressions, clicks, leads and sales either by 1st party cookies, or indeed Flash, server to server or Session tracking. The system can integrate with 3rd party tracking solutions such as Atlas, DoubleClick and Mediaplex and possesses a container tag solution
 - 2.1.2. **Reporting** - A set of performance reports from KPI-measuring dashboards through to detailed sale analysis tables and graphs.
 - 2.1.3. **Contact Management** - Creation and storage of company details including postal address, telephone numbers, profiling information and Finance information for Affiliates, Referrers & Merchants
 - 2.1.4. **Product Feeds** - Ability to import, schedule and manipulate XML and CSV data feeds from merchants. The system includes the ability to categorise products and offer content modules to affiliates.
 - 2.1.5. **Billing and Payments** - Ability to create invoices based upon performance statistics for a given time period. The system also includes a free-format invoicing solution and the ability to produce, display and export self-billing invoices for partners.
 - 2.1.6. **Programme Management** - Creation and storage of marketing campaign details, including content displayed to the affiliate, tracking details, cookie duration, remuneration structures and legal restrictions
 - 2.1.7. **Ad-serving** - Content hosting and serving platform for images, Flash files, HTML creatives and product feed content units
 - 2.1.8. **User Management** - Ability to control access rights to the system by means of a 'role-based' system. This includes the ability to define access levels down to the page and virtual page level whereby specific page features can be hidden from certain users
- 2.2. Optimise shall provide a web interface, in the branding and Language agreed with the Company, which facilitates access to the Optimise System for employees of the Company, Referrers and Advertisers.
- 2.3. Subject to the obligations of the Company, Optimise shall record and report such information, as has been agreed in writing with the Company, regarding individual transactions to facilitate validation of transactions and fulfilment of the Referrer Commission as appropriate.

- 2.4. Optimise shall provide the Company with high level documentation, in the Language, of the functional areas of the system. Additional documentation on specific system functions is incorporated within the web interface.
- 2.5. The Company may request training, which will be subject to additional charges, and may be delivered either at the Company's or Optimise premises or remotely.

3. Responsibilities of the Company

- 3.1. The Company shall be responsible for
 - 3.1.1. agreeing the terms of the activity and concluding legal agreements with Referrers and Advertisers, save that the Company agrees to include within its contracts any clauses reasonably required by Optimise to ensure the ongoing security of the Optimise System.
 - 3.1.2. ensuring the compliance of any Programmes and activities, including the Product Content, with any and all relevant legislation, including but not limited to data protection, self billing legislation and advertising and the promotion of financial products legislation.
 - 3.1.3. ensuring that programme details are correctly entered and maintained within the Optimise System.
 - 3.1.4. the management of Advertiser and Publisher relationships.
 - 3.1.5. raising invoices to and chasing payment from Advertisers
 - 3.1.6. Processing payments and Self Billing Invoices for Publishers as appropriate
 - 3.1.7. the management of access to the system through appropriate role allocation and management
- 3.2. This agreement includes a monthly bandwidth allowance for data transfer 1 Terabyte unless otherwise agreed in writing. Any bandwidth usage above this level will be subject to additional charges at Optimise's prevailing rate..
- 3.3. The Company gives Optimise a limited licence to use its brand and marks for the purposes of fulfilling its obligations under this agreement.
- 3.4. The Company commits that it will have in place appropriate controls to ensure that is not used in conjunction with any content which are or may be objectively considered to be defamatory, obscene, pornographic, offensive, threatening, blasphemous or liable to incite racial hatred or which promote any illegal activity including (but not limited to) cracking or hacking;
- 3.5. The Company warrants that it will at all times have a valid licence to use any trademarks or other intellectual property that is uploaded to the Optimise System.