

Last updated: October 10, 2018

Self-Serve Advertising Terms (Ads)

These Self-Serve Advertising Terms (Ads) ("Terms") are subject to change at any time in ResearchGate's sole discretion. Your continued use of your Business Account and the Ads Manager after reasonable notice to you of any changes to these Terms constitutes your acceptance of those changes.

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1. Introduction

- a. ResearchGate GmbH, Chausseestr. 20, Berlin, Germany 10115 ("**ResearchGate**," "**we**," "**us**") will provide the advertising services that Advertiser (also referred to as "**you**" and "**your**") purchases from ResearchGate from time to time in connection with ResearchGate's websites, mobile applications, and other properties where ResearchGate serves Ads, on any platform or device ("**Service**").
- b. You agree that by signing up for a Business Account, you are entering into a legally binding agreement. In addition to ResearchGate's [Terms of Service](#), [Privacy Policy](#) and [Advertising & Recruiting Guidelines](#) (together, the "**Policies**"), which are expressly incorporated herein, these Terms apply to your access and use of your Business Account and the Ads Manager, and any Order or purchase of Ads made through the Ads Manager. Together, the Terms and the Policies are the "**Ad Agreement**." Additional terms may apply to specific features of your Business Account, the Ads Manager, or Ads you purchase. To the extent of any conflict between different agreements that you have with ResearchGate, these Terms and any feature-specific terms govern with respect to your use of your Business Account and the Ads Manager, and any purchase of Ads made through the Ads Manager.
- c. If you are accessing or using a Business Account or the Ads Manager on behalf of a business or third party, you represent and warrant that you have the authority to do so and to bind that business or third party to the Ad Agreement, and your agreement to the Ad Agreement will be treated as their respective agreement. In this event, ResearchGate may hold you responsible for violations of the Ad Agreement by that business or third party and/or any liabilities arising out of use of the Business Account, and "Advertiser," "you," and "your" will also refer and apply to that business or third party.

2. Definitions

"**Ad**" means a commercial or sponsored message displayed on the Service or in an Email.

"**Ad Group**" means a series of one or more Ads that are subject to the same Daily Budget or Lifetime Budget, Bid, Start Date, End Date, and targeting criteria.

"**Ad Materials**" means the creative artwork, assets, copy, active URLs, and active target sites for Ads.

"**Advertiser**" means the party purchasing Ads from ResearchGate pursuant to these Terms.

"**Ads Manager**" means ResearchGate's self-service advertising manager for the creation, submission, and purchasing of Ads.

"**Bid**" means the highest per unit price that Advertiser is committed to pay for Ads in the Ad Group to be delivered.

“**Business Account**” means a ResearchGate membership that allows the account holder to access and use the Ads Manager.

“**Campaign**” means a series of one or more Ad Groups that share a single marketing objective, such as increasing brand awareness or traffic.

“**Click**” means the User activity of pressing a navigation button, touchscreen, mouse command, or enter key on the keyboard on an Ad.

“**CPC**” or cost-per-click means the cost of advertising based on the number of Clicks received.

“**CPE**” or cost-per-email means the cost of advertising based on the number of delivered Emails.

“**CPM**” or cost-per-thousand means the cost of 1,000 Impressions.

“**Daily Budget**” means the total amount per day that Advertiser is committed to spend on delivery of Ads in the Ad Group.

“**Email**” means a message distributed by electronic means from one electronic device to another.

“**End Date**” means the date requested by Advertiser in an Order, as the date that Ads in the Ad Group should stop being delivered.

“**Impression**” means a single display of an Ad on a web page.

“**Lifetime Budget**” means the total amount that Advertiser is committed to spend on delivery of Ads in the Ad Group within a specified timeframe.

“**Order**” means an order for delivery of Ads in one Ad Group placed by Advertiser through the Ads Manager.

“**Start Date**” means the date requested by Advertiser in an Order, as the date that Ads in the Ad Group should start being delivered.

“**User**” means anyone visiting a web page on the Service.

3. Ads Manager

- a. Advertiser must register for a Business Account to log in and use the Ads Manager to purchase Ads. Each Advertiser must be managed through a separate Business Account. Each Order placed by Advertiser must specify certain details, including but not limited to a Daily Budget or Lifetime Budget, Bid, Start Date, End Date, and targeting criteria. Advertiser may amend these details at any time, but it may take up to 24 hours before the changes take effect. Advertiser cannot amend the Start Date for an Ad Group if one or more Ads in the Ad Group have already been submitted for delivery. For the avoidance of doubt, any unspent amount of a Daily Budget will not be carried over to count towards the next day's Daily Budget.
- b. To create an Ad, Advertiser must submit Ad Materials that comply with ResearchGate's [Advertising & Recruiting Guidelines](#). Advertiser should review the Advertising & Recruiting Guidelines periodically to remain informed about ResearchGate's current policies. Advertiser shall review and approve any Ad Materials before submission to ResearchGate and, after having done so, Advertiser shall be solely responsible for such Ad Materials and the Ads in their entirety. There may be some delay between Advertiser submitting Ad Materials and the Ad being delivered, for example while ResearchGate reviews the Ad Materials. Advertiser may edit Ad Materials at any time. However, if Advertiser edits the Ad Materials of an active Ad, that Ad will be suspended to allow ResearchGate to review the Ad Materials. Advertiser shall have no recourse against ResearchGate for any error in delivery or under-delivery of an Ad caused by Advertiser's failure to provide accurate or adequate information, or the submission of non-compliant Ad Materials or Ads.
- c. Any review of Ad Materials or Ads shall be undertaken by ResearchGate in its sole discretion. ResearchGate has the right, but not responsibility, to review Ad Materials and Ads for compliance with the [Advertising & Recruiting Guidelines](#), but Advertiser is responsible for ensuring compliance with the Advertising & Recruiting Guidelines at all times. Advertiser authorizes ResearchGate to correct Ad Materials and Ads in accordance with the Advertising & Recruiting Guidelines. ResearchGate shall be entitled to correct typographical, grammatical, spacing, or formatting errors, with or without Advertiser's express consent. The activities described in this paragraph shall not give rise to any compensation claims on the part of Advertiser.

4. Delivery of Ads

- a. There is no entitlement to delivery of Ads. However, if ResearchGate accepts Advertiser's Order, ResearchGate will deliver the Ads as inventory becomes available. ResearchGate shall, in its sole discretion, determine the type, size, placement, and positioning of Ads. ResearchGate shall use commercial best efforts to achieve Advertiser's stated Campaign objective but does not guarantee that Ads will achieve Advertiser's stated objective or reach the

estimated target in every instance. Advertiser may suggest certain targeting criteria; however, Advertiser has no right to demand that Ads be served on specific web pages, specific devices, or to specific Users. ResearchGate shall monitor the performance of Ads on a regular basis and may, in its sole discretion, alter the variables of an Ad, including but not limited to placement, size, positioning, targeting criteria, and associated keywords, in order to optimize the overall performance of the Ad. If Advertiser selects a Lifetime Budget, ResearchGate shall endeavor to spread delivery of the Ads in the Ad Group evenly between the Start Date and End Date.

- b. ResearchGate will deliver and track delivery of Ads through its own server, or a third-party ad server, such as Google DoubleClick For Publishers. Reporting and billing shall be based solely on measurements obtained by such means. ResearchGate will make reporting available within the Ads Manager. Advertiser accepts that occasional fluctuations in the Service's traffic may affect delivery or performance of Ads.
- c. ResearchGate reserves the right to reject, suspend, remove, deactivate, or not deliver any Ad Materials or Ads, at any time and for any or no reason, without prior notice. ResearchGate may, at any time, replace the features associated with a Business Account, the Ads Manager, or available Ad options. ResearchGate is also entitled to limit, modify, test, and extend the Service. This shall have no effect on this Ad Agreement, provided no such changes materially affect provision of Advertiser's Ads.

5. Payment

- a. Advertiser is responsible for providing complete and accurate billing and contact information and keeping such information up-to-date in the Ads Manager. Each Business Account must list one primary billing entity and billing contact. If Advertiser provides credit or debit card information to ResearchGate, Advertiser confirms that it is permitted to use that credit or debit card and authorizes ResearchGate to charge the card on a recurring basis. Advertiser also authorizes ResearchGate to obtain a credit report from a credit bureau. ResearchGate reserves the right, in its sole discretion, to close Advertiser's Business Account based upon a financial assessment, including a credit report.
- b. Advertiser is responsible for maintaining the security of its Business Account and will be charged for any Orders placed on or through its Business Account, including without limitation Orders placed without sufficient authorization, or through mistake or error. Advertiser agrees to notify ResearchGate immediately if it believes an unauthorized or otherwise problematic transaction has taken place under its Business Account, so ResearchGate may take action to prevent financial loss. If ResearchGate believes that doing so may prevent financial loss, ResearchGate may impose limits on Advertiser's allowed Daily Budget or Lifetime Budget, place a delay on a payment for a period of time, limit funding instruments for a transaction, limit Advertiser's ability to make a payment, cancel an Order or transaction, or close Advertiser's Business Account.
- c. Advertiser agrees to pay in accordance with its Bid and the agreed pricing model, which may be CPC, CPE, or CPM. All pricing shall be in euros. Each party shall bear any fees imposed by its own bank, including but not limited to transaction fees, conversion fees, and overdraft fees.
- d. If Advertiser is permitted to pay by credit or debit card, ResearchGate will charge Advertiser's credit or debit card on a monthly basis, for Ads delivered the previous month. If the charge is successful, ResearchGate will issue an invoice to Advertiser for the charged amount. Advertiser agrees that ResearchGate has the right to make and receive payments through a payment processing provider that will be identified onsite and which may include [Stripe](#) and its global affiliates. As a condition of ResearchGate enabling payment processing services through such provider, Advertiser authorizes ResearchGate to share with the provider information about Advertiser's business and transaction information related to Advertiser's use of the payment processing services. Advertiser also authorizes the payment processing provider to store details of each funding instrument that Advertiser provides, even after it has expired, to avoid interruptions in Advertiser's use of the Ads Manager and to facilitate future payments. If Advertiser is permitted to pay by invoice, ResearchGate will invoice Advertiser on a monthly basis, for Ads delivered the previous month. ResearchGate will provide invoices via email and/or the Ads Manager and is not obliged to cooperate in any alternative method of submitting invoices to Advertiser (such as via an online portal). Advertiser shall pay invoices within 30 days of the invoice date.
- e. Ads may continue to display for a short period after the End Date, or after the Daily Budget or Lifetime Budget has been reached. As a result, Advertiser agrees to pay and will be charged at the applicable pricing model up to 20% in excess of the applicable budget for Ads actually delivered. To the extent that an applicable budget has not already been reached, Advertiser may indicate its desire to stop additional charges by editing the budget or to

suspend or cancel the corresponding Order. ResearchGate shall endeavor to cease serving the Ads in the Ad Group promptly following such suspension or cancellation, but Advertiser agrees to pay and will be charged at the applicable pricing model up to 20% in excess of the applicable budget for Ads actually delivered.

- f. No pricing specified in the Ads Manager (including any Daily Budget or Lifetime Budget specified by Advertiser) includes any taxes Advertiser may be required to pay in its taxing jurisdiction(s), including but not limited to VAT taxes. Advertiser agrees to pay all applicable taxes, government charges, and foreign exchange fees. The final amount charged by ResearchGate shall not include VAT if:
- (i) Advertiser's taxing jurisdiction is not a Member State of the EU and Advertiser takes any necessary steps to prevent ResearchGate from incurring tax obligations, if possible; or
 - (ii) Advertiser's taxing jurisdiction is a Member State of the EU (other than Germany) and Advertiser has provided ResearchGate with a valid VAT identification number.
- g. If Advertiser's taxing jurisdiction is a Member State of the EU (other than Germany) and Advertiser fails to provide ResearchGate with a valid VAT identification number, the current VAT rate of Germany will apply. In all cases, Advertiser shall treat any applicable tax in accordance with the tax rules of its taxing jurisdiction and shall take any necessary steps to prevent ResearchGate from incurring tax obligations, if possible.
- h. If Advertiser's payment method fails or Advertiser's account is past due for 30 days, Advertiser's Business Account may be suspended, meaning Advertiser can still access its Business Account but cannot create or edit Ads, all active Orders shall be suspended, and any active Ads shall be deactivated. Advertiser shall be notified of any such suspension by email and/or onsite at the time of logging in to its Business Account. Once Advertiser has paid all outstanding amounts, Advertiser may then choose to reactivate any suspended Orders. ResearchGate may charge the default statutory interest on all late payments. Any disputes in relation to an invoiced amount must be made by Advertiser in writing within 30 days of the date of invoice, or all such claims shall be waived. Advertiser will pay all reasonable expenses and legal fees ResearchGate incurs in collecting late payments.

6. Term and termination

- a. The Ad Agreement will become effective as of the date Advertiser agrees to these Terms.
- b. Advertiser may close its Business Account at any time, in which case the Ad Agreement will terminate, and any active Ads will stop running. Advertiser remains responsible for paying for all Ads that are delivered.
- c. Either party is entitled to immediate extraordinary termination of the Ad Agreement for good cause at any time. Extraordinary termination for good cause is defined as an event which makes it unreasonable for the terminating party to continue the Ad Agreement, taking into account all circumstances of the individual case and weighing the interests of both parties. "Good cause" shall include, but is not limited to, Advertiser's failure to pay amounts due by the due date, or ResearchGate's receipt of a third-party claim arising out of or in connection with Advertiser's Ads or Ad Materials. In the event of such a termination, any active Ads will be deactivated, Advertiser's Business Account will be closed, and Advertiser will be charged for all outstanding fees.

7. Intellectual property

- a. Advertiser grants to ResearchGate a non-exclusive, royalty-free, worldwide, sublicensable, and non-transferable right and license to use, copy, modify, market, display, publish, perform, transmit, distribute, and/or authorize the use of any content, marks, logos, Ads, and Ad Materials, for the purpose of executing or performing this Ad Agreement. The usage rights granted to ResearchGate extend to all relevant proprietary rights, including but not limited to copyright, design, trademark, and ancillary rights.
- b. Advertiser will remain at all times the owner of its Ad Materials and all intellectual property rights therein, and ResearchGate will not acquire any interest therein by reason of this Ad Agreement.
- c. If Advertiser chooses to provide suggestions or feedback to ResearchGate, Advertiser agrees that ResearchGate can (but does not have to) use and share such feedback for any purpose without compensation to Advertiser. ResearchGate reserves all of its intellectual property rights in the Business Account and Ads Manager.

8. Confidentiality

- a. “**Confidential Information**” means information that one party (or an affiliate) (“**Disclosing Party**”) discloses to the other party (“**Recipient**”) under this Ad Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Without limiting the foregoing, ResearchGate’s pricing, metrics, member demographics, and beta features shall be considered Confidential Information. However, Confidential Information does not include information that is independently developed by Recipient, is lawfully given to Recipient by a third party without confidentiality obligations or becomes public through no fault of Recipient.
- b. Recipient will protect Disclosing Party’s Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient will not disclose the Confidential Information of Disclosing Party, except to affiliates, employees, agents, or professional advisors of Recipient who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Recipient will ensure that those people and entities use the Confidential Information of Disclosing Party only to exercise rights and fulfill obligations under this Ad Agreement, and that they keep it confidential. Recipient may also disclose Confidential Information when required by law after giving reasonable notice to Disclosing Party, if permitted by law.

9. Privacy and data

- a. Advertiser represents and warrants that, at all times during this Ad Agreement, it will maintain a posted Privacy Policy compliant with all applicable laws and regulations.
- b. To the extent any personal data is collected, Advertiser represents and warrants that all necessary consents and waivers have been obtained. If Advertiser sends a promotional communication to a User whose contact information was obtained as a result of the Ads, such communication must include a mechanism for opting-out from receiving future promotional communications from Advertiser. Unless otherwise agreed by the parties in writing, neither party will provide the other party with any information that may directly or indirectly identify an individual, including but not limited to an individual’s name or email address.
- c. Sometimes, insights about Users may be generated based on how and whether they respond to Ads on the Service. ResearchGate owns any data generated from Users’ interactions with Ads displayed on ResearchGate, such as whether a particular User clicks on a particular Ad served on Advertiser’s behalf (“**Click/View Data**”), but Advertiser may use any Click/View Data that ResearchGate provides to Advertiser for Advertiser’s own internal purposes, such as to analyze the performance of Ads. Click/View Data shall be treated as Confidential Information in accordance with [Section 8](#) above.

10. Representations and warranties

- a. Advertiser represents and warrants that it will not, and will not authorize or induce any other party to:
 - i. store or cache in any non-transitory manner any data obtained directly from a User through an Ad, without ResearchGate’s permission;
 - ii. copy, modify or create derivative works of the Ads Manager or any related technology;
 - iii. operate user tracking mechanisms (including, without limitation, cookies, tracking pixels, fingerprinting or scripts);
 - iv. collect or use data about Ads or provided by, from, or related to a User of the Service for the purpose of audience composition; segmenting, re-targeting, creating, supplementing, or amending user or inventory profiles; amending interest categories; or syndication or other distribution to third parties, unless such data collection and usage is authorized and approved by ResearchGate in writing;
 - v. generate automated, fraudulent, or otherwise invalid deliverables, inquiries, conversions, or other actions on the Service;
 - vi. use any automated means or form of scraping, or data extraction to access, query, or otherwise collect information or content from the Service, except as expressly permitted by ResearchGate;

- vii. use any ResearchGate trademarks in any manner, or issue any press release or public statements about Advertiser's relationship with ResearchGate, without ResearchGate's prior express written consent;
- viii. target Ads based on sensitive data;
- ix. sell Click/View Data, combine Click/View Data with any data obtained by or on behalf of another Advertiser, or transfer any Click/View Data to any ad network, ad exchange, or data broker or other advertising or monetization related service;
- x. create, provide to ResearchGate, or cause to be visible on the Service any Ads or Ad Materials (including any hyperlinks that link to pages outside of the Service) that:
 - 1. link to digital properties (e.g. websites and applications) that will, when viewed or clicked, cause the download or delivery of any software or executable code (without effective user consent), virus, or malicious or social engineering (phishing) code or features;
 - 2. are deceptive, false, or misleading;
 - 3. assert or imply personal characteristics;
 - 4. discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical, or genetic condition;
 - 5. contain material that violates ResearchGate's Policies;
 - 6. are otherwise unlawful, defamatory, obscene, or infringe or violate any third-party rights (including but not limited to any intellectual property rights, privacy rights, or publicity rights).
- b. Advertiser further represents and warrants that (i) the Ads and Ad Materials do not infringe upon the rights of any third parties, (ii) it will comply with all applicable laws and regulations in its performance of the Ad Agreement (including but not limited to all applicable U.S. and non-U.S. export control and trade sanctions laws, and employment, privacy, and data protection laws and regulations); and (iii) it will inform any third parties acting on its behalf of these Terms and remain responsible for any noncompliance by such third parties.
- c. ResearchGate makes no representation or warranty, express or implied, with respect to the subject matter hereof, and expressly disclaims the implied warranties of merchantability and fitness for a particular use. ResearchGate makes no representation or warranty (i) that Advertiser's Business Account, the Ads Manager, or Ads will be uninterrupted or error-free; (ii) with respect to the Ads, including but not limited to the reach or performance of Ads; or (iii) concerning information on which targeting is based. Notwithstanding, any warranty claims against ResearchGate under mandatory applicable law remain unaffected; [Section 12. Limitation of Liability](#) applies.

11. Indemnification

- a. Notwithstanding any review of any Ad or Ad Materials by ResearchGate, Advertiser will indemnify, defend, and hold ResearchGate and its officers, directors, agents, and employees harmless from and against any loss, cost, expense, claim, injury, or damage (including, without limitation, reasonable attorneys' fees and expenses) whether incurred due to third-party claims or otherwise ("**Losses**") arising out of or in connection with (i) Ads, Ad Materials, Advertiser's instructions (including instructions about targeting), or Advertiser's use of its Business Account or the Ads Manager, (ii) all content and property to which Ads direct Users; (iii) any breach of representations, warranties, or cardinal obligations contained in these Terms by Advertiser; (iv) Advertiser's failure to remit any taxes applicable to its transactions; and (v) Advertiser's products or services or the provision thereof to end users.
- b. ResearchGate will notify Advertiser promptly of any Losses for which it seeks indemnification and will permit Advertiser to control the defense of any third-party claim with counsel chosen by Advertiser; provided that Advertiser will not enter into any settlement that contains any admission of or stipulation to any guilt, fault, liability, or wrongdoing on the part of ResearchGate without ResearchGate's prior written consent.

12. Limitation of liability

- a. Each party will be liable without limitation for damages resulting from (i) injury to life, limb, or health which occurs due to a breach of duty by that party or one of its legal representatives or vicarious agents, (ii) malicious conduct by that party, or (iii) intent or gross negligence by that party or one of its legal representatives or vicarious agents.
- b. Apart from the cases set out immediately above, in the event of a breach of any of its cardinal contractual obligations, each party's liability shall be limited to typical foreseeable contractual damages. Cardinal contractual duties are an abstract description of those obligations whose fulfillment is indispensable for the proper implementation of an agreement and on whose fulfillment the contracting parties can usually rely.
- c. Liability pursuant to the German Product Liability Act shall remain unaffected.
- d. For the avoidance of doubt, any further liability of either party other than as set out above will be limited to the total amount paid under the Ad Agreement.

13. Miscellaneous

- a. Only entrepreneurs (in terms of Section 14 of the German Civil Code), corporate bodies organized under public law, and public fund assets, including universities and research institutions of any corporate legal form under public or private law, may sign up for a Business Account, access the Ads Manager, and purchase Ads. Advertiser represents that it is not a consumer in terms of Section 13 of the German Civil Code (BGB) or Article 2 Paragraph 2 of Directive 97/7/EC.
- b. This Ad Agreement embodies the entire and exclusive agreement between the parties respecting the subject matter herein, and supersedes any and all prior related oral, emailed, or written representations and agreements between the parties. No part of the Ad Agreement may be amended or modified unless agreed in writing (including electronically) by both parties. All other terms, including but not limited to terms which are implied by trade, custom, practice or course of dealing, are excluded. If any Advertiser documents or information are attached to an Order or otherwise referenced, any terms that may be contained therein are hereby excluded.
- c. ResearchGate shall not be liable for any delay or failure to perform any of its obligations under this Ad Agreement due to cases of force majeure or other events unexpected at the time of conclusion of this Ad Agreement.
- d. This Ad Agreement shall be governed by and construed in accordance with German law under the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods) and conflict-of-law provisions. All disputes and matters whatsoever arising under, in connection with, or incident to this Ad Agreement shall be litigated, if at all, in and before the Courts of Berlin, Germany, or, at ResearchGate's discretion, when Advertiser is the defendant, at a court located in the home jurisdiction of Advertiser. In the latter case, the parties agree that the dispute and all claims by one party against the other shall be governed by the laws of the forum (ex-tunc).
- e. If any Section (or part of a Section) of the Ad Agreement is held to be invalid, illegal or unenforceable, the parties will either substitute for the affected provision a valid or enforceable provision that approximates the intent and economic effect of the affected provision or strike such provision without further prejudice to the Ad Agreement such that all remaining provisions of the Ad Agreement shall remain in full force and effect. ResearchGate may change these Terms at any time and both parties agree that changes cannot be retroactive. If Advertiser does not agree to these changes, Advertiser must stop using its Business Account and the Ads Manager. Advertiser's continued use of its Business Account and the Ads Manager after reasonable notice to Advertiser of any changes to these Terms constitutes Advertiser's acceptance of those changes. The following provisions of these Terms survive the Ad Agreement's termination: the [Introduction](#), Sections [4](#), [5](#), [8](#), [9](#), [10](#), [11](#), [12](#) and [13](#).