

Last updated: September 19, 2018

Master Advertising Terms

Introduction

ResearchGate GmbH, Invalidenstr. 115, 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 (“**Ad Services**”) in connection with ResearchGate’s websites, mobile applications, and other properties where ResearchGate serves Ads, on any platform or device (“**Service**”), pursuant to these Master Advertising Terms (which include Annexure 1 – [Additional Definitions and Terms](#)) (“**Terms**”), ResearchGate’s [Terms of Service](#), [Privacy Policy](#) and [Advertising Guidelines](#) (together, the “**Policies**”) and the applicable Insertion Order(s). Each Insertion Order is governed by and incorporated into these Terms (together, the Insertion Order, the Terms, and the Policies are the “**Ad Agreement**”).

If you are entering the Ad Agreement 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 the Ad Agreement, and “Advertiser,” “you” and “your” will also refer and apply to that business or third party.

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1. Definitions

“**Activation Date**” means the date specified in the Insertion Order by which delivery of the Ad Services must commence.

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

“**Ad Materials**” means the creative artwork, assets, copy, active URLs, and active target sites, as well as Customized Content, for Ads.

“**Ad Services**” means all Campaigns specified in an Insertion Order that Advertiser is purchasing from ResearchGate pursuant to these Terms.

“**Advertiser**” means the party purchasing Ad Services from ResearchGate pursuant to these Terms and the applicable Insertion Order.

“Campaign” means a plan for the delivery of Ads, including, for example, the Campaign Period, the number and type of Deliverables, Targeting, the total price of the Campaign, and other parameters.

“Campaign End Date” means the date specified in the Insertion Order as the date on which ResearchGate will aim to complete delivery of the Campaign.

“Campaign Period” means the period between a Campaign Start Date and Campaign End Date.

“Campaign Start Date” means the date specified in the Insertion Order as the date on which ResearchGate will aim to commence delivery of the Campaign.

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

“Completion Date” means the date specified in the Insertion Order by which delivery of all Ad Services specified in the Insertion Order must be completed.

“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.

“Customized Content” means content created or modified on behalf of Advertiser by or with the assistance of ResearchGate.

“Deliverable” means the inventory delivered by ResearchGate (e.g. Impressions, Clicks, Emails, Leads or other desired actions).

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

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

“Insertion Order” means an order executed by Advertiser that specifies the details and terms under which ResearchGate will deliver Ads for the benefit of Advertiser.

“Lead” means a potential customer or prospect of Advertiser.

“Lead Generation” means the process of stimulating interest in a product or service in order to collect Leads.

“Targeting” means delivering an Ad to a particular audience.

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

2. Ad Services and Campaigns

- a. Each purchase of Ad Services will be set forth in an Insertion Order which will specify the details of each Campaign, including the total price, among other information. A Campaign may be subject to a CPC, CPE, CPM, or other pricing model.
- b. Unless and until executed by Advertiser, an Insertion Order constitutes an offer for ResearchGate to provide Ad Services. Unless otherwise specified, such offers automatically expire 30 calendar days from the date of the offer. Once executed by Advertiser, an Insertion Order is governed by and incorporated into these Terms. If there is a conflict between these Terms and a term of an Insertion Order, the term of the Insertion Order shall govern.
- c. An Insertion Order shall specify a Campaign Period for each Campaign, to, among other things, enable ResearchGate to reserve the inventory necessary to deliver the Ad Services. An Insertion Order shall also specify an Activation Date and a Completion Date.
- d. If delivery of the Ad Services does not commence by the Activation Date due to failure of Advertiser to comply with this Ad Agreement, ResearchGate reserves the right to withdraw the pricing specified in the Insertion Order.
- e. If the Ad Services are not fully delivered by the Completion Date due to failure of Advertiser to comply with this Ad Agreement, Advertiser shall nevertheless be liable to pay ResearchGate 25% of the total amount that would have been payable had ResearchGate fully delivered the undelivered Ad Services.
- f. ResearchGate will use commercial best efforts to commence each Campaign on the Campaign Start Date specified in the Insertion Order. However, Advertiser accepts that the actual start date for each Campaign will be

the date on which ResearchGate starts delivering the Campaign. In the event the Campaign Period is not specified on the date of execution, ResearchGate will make commercial best efforts to accommodate Advertiser's desired Campaign Period, but failure to do so will not be considered a breach of this Ad Agreement.

- g. Advertiser may request to change the Campaign Start Date up to 48 hours prior to the Campaign Start Date. In such case, ResearchGate shall make commercial best efforts to accommodate the requested change, but if it is unable to do so it shall not constitute a breach of this Ad Agreement. If Advertiser chooses to cancel all or part of a Campaign less than 48 hours before the Campaign Start Date, ResearchGate shall not commence delivering the Campaign, but Advertiser will still be liable to pay ResearchGate the total amount that would have been due had the Campaign been fully delivered by ResearchGate.

3. Delivery of Ad Services

- a. ResearchGate shall, in its sole discretion, determine the type, size, placement, and positioning of the Ads for each Campaign.
- b. Advertiser shall provide all information and approvals required by ResearchGate to set up and deliver a Campaign, including but not limited to providing Ad Materials that comply with ResearchGate's [Advertising Guidelines](#), at least three (3) working days prior to the Campaign Start Date. If Advertiser fails to comply with this obligation, ResearchGate reserves the right to delay delivery of the affected Campaign and is not required to guarantee full or timely delivery of the Insertion Order. Advertiser shall have no recourse against ResearchGate for any error in delivery or under-delivery of a Campaign caused by Advertiser's failure to provide accurate or adequate information, instructions, or approvals.
- c. ResearchGate has the right, but not responsibility, to review Ad Materials and Ads for compliance with the [Advertising Guidelines](#), but Advertiser is responsible for ensuring compliance with the Advertising Guidelines at all times. Advertiser should review the Advertising Guidelines periodically to remain informed about ResearchGate's current policies.
- d. Advertiser authorizes ResearchGate to correct Ad Materials and Ads in accordance with the Advertising 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.
- e. If requested by Advertiser, ResearchGate may, in its sole discretion, assist Advertiser in creating Customized Content to deliver the Ad Services. If ResearchGate creates or modifies Customized Content for Advertiser, Advertiser shall provide all information requested by ResearchGate, including but not limited to Ad Materials to be incorporated into the Customized Content. Unless the parties agree otherwise, the creation of Customized Content will be at no additional cost to Advertiser. ResearchGate reserves the right to reject, suspend, remove, deactivate, or not deliver any Ad or Ad Materials (including any Customized Content), at any time and for any or no reason, without prior notice.
- f. Advertiser must approve any Customized Content, and, after having done so, Advertiser shall be solely responsible for such Customized Content in its entirety.
- g. ResearchGate will use commercial best efforts in the Targeting of Ads but cannot guarantee that Ads will reach the intended 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 a Campaign, including but not limited to the placement, size, and positioning of Ads, Targeting criteria, and Ad Materials, to optimize the overall performance of the Campaign.

- h. Advertiser accepts that occasional fluctuations in the Service's traffic may affect delivery or performance of the Ad Services. In the event of an under-delivery, the Campaign End Date of the affected Campaign may, in ResearchGate's discretion, be extended until the shortfall of the Ad Services has been delivered. ResearchGate may, at any time, replace the features associated with a type of Ad with features of a substantially similar value. ResearchGate is also entitled to limit, modify, test, and extend the Service. This shall have no effect on the Ad Agreement, provided no such changes materially affect provision of the Ad Services.

4. Serving, tracking, and reporting of Ad Services

- a. ResearchGate will deliver and track delivery of the Ad Services through its own server, or a third-party ad server, such as Google DoubleClick For Publishers. Reporting and billing of the Ad Services shall be based solely on measurements obtained by such means. ResearchGate will make reporting available in an electronic format.
- b. Advertiser will not serve Ads or track delivery of the Ad Services, and represents and warrants to ResearchGate that it will not, and will not allow any third party acting on its behalf 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. collect or use data about Ads or provided by, from, or related to a User 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;
 - iii. modify any ad tag in such a way as to adversely impact ResearchGate's ability to serve Ads or count Deliverables or a User's ability to view or Click on an Ad;
 - iv. operate user tracking mechanisms (including, without limitation, cookies, tracking pixels, fingerprinting, or scripts).
- c. Notwithstanding the foregoing, Advertiser may operate or allow to be operated HTML or JavaScript snippets, pixels or tags solely for the purpose of counting Impressions and/or Clicks, subject to prior approval by ResearchGate. The inclusion of pixels in Emails is prohibited. Advertiser will inform any third parties acting on its behalf of these Terms and will remain responsible for any noncompliance by such third parties.

5. Payment

- a. Unless otherwise agreed, ResearchGate will invoice Advertiser once a Campaign has commenced, or, in the event a payment is due because the Completion Date has passed (as specified in [Section 2\(e\)](#)), after the Completion Date has passed. Ordinarily, an invoice will be for the Deliverables delivered for each Campaign during the previous month. However, ResearchGate may invoice for Deliverables delivered within that month, where delivery of the Campaign was completed within that month. ResearchGate will send invoices via email 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, in the currency specified in the invoice. 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 check fees.
- b. Advertiser may have the option to pay an invoice by credit card. If Advertiser chooses to pay by credit card, Advertiser agrees that ResearchGate has the right to make and receive payments through a payment processing provider that will be identified onsite at the time of payment, and which may include [Stripe](#) or [Braintree](#) and their 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.

- c. No prices specified in an Insertion Order include any taxes Advertiser may be required to pay in its taxing jurisdiction(s), including but not limited to VAT taxes. Invoices issued 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.
- d. 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.
- e. ResearchGate will only invoice one billing entity and one billing contact per Insertion Order. Advertiser is responsible for providing complete and accurate billing and contact information to ResearchGate, and notifying ResearchGate promptly of any changes to such information. Advertiser also authorizes ResearchGate to obtain a credit report from a credit bureau. ResearchGate reserves the right, in its sole discretion, to cancel the Ad Agreement based upon a financial assessment, including a credit report. Unpaid amounts or errors may be billed in subsequent invoices. If Advertiser's payment method fails or Advertiser's account is past due, 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. Should Advertiser default on any payment due for Ad Services, ResearchGate reserves the right to suspend delivery of any undelivered Ad Services ordered by Advertiser.

6. Term and termination

- a. These Terms will become effective between the parties as of the date Advertiser executes the initial Insertion Order incorporating these Terms.
- b. The Ad Agreement will automatically terminate (i) on complete delivery of the Ad Services or the day after the Completion Date, whichever happens last, or (ii) if a superseding Insertion Order is executed by the Advertiser, on the date of execution of the superseding Insertion Order.
- c. All Insertion Orders are non-cancellable. However, 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 until the end of 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 ResearchGate's invoices 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 shall be deactivated and Advertiser shall immediately pay all unpaid fees incurred up to the date of termination.

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 (including Customized Content), 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. As to Customized Content, Advertiser will remain at all times the owner of Customized Content and all intellectual property rights therein, however ResearchGate shall have an unlimited, royalty-free license to use any materials created or added by ResearchGate.
- 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.

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 from a User, 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 Ad Services, 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. generate automated, fraudulent, or otherwise invalid Deliverables, inquiries, conversions, or other actions on the Service;
 - ii. 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;
 - iii. 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;
 - iv. target Ads based on sensitive data;
 - v. 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;
 - vi. create, provide to ResearchGate, or cause to be visible on the Service any Ads, Ad Materials, or Customized Content, 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, Ad Materials, and Customized Content 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 this Ad Agreement 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 the Ad Services will be uninterrupted or error-free; (ii) with respect to the quality or responsiveness of any Ads or Ad Services; (iii) about the accuracy of any candidate information obtained as a result of the Ad Services; or (iv) 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 (including any Customized Content) 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 (including Customized Content), Advertiser's instructions (including instructions about Targeting), or Advertiser's use of Ad Services, (ii) all content and property to which Ads direct Users, (iii) any breach of representations, warranties, or cardinal obligations contained in this Ad Agreement by Advertiser, (iv) Advertiser's failure to remit any taxes applicable to its transactions, (v) Advertiser's products or services or the provision thereof to end users, and (vi) any candidate hiring or employment decisions.
- 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. In the event of under-delivery or failure of delivery of any Campaign, Advertiser's remedy is limited to either (i) delivery of the shortfall of Ad Services, or (ii) a refund of any overcharged amount, except where and to the extent otherwise required by law.
- b. 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.
- c. 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.
- d. Liability pursuant to the German Product Liability Act shall remain unaffected.
- e. For the avoidance of doubt, any further liability of either party other than as set out above will be limited to the total amount of the Ad Agreement.

13. Miscellaneous

- a. ResearchGate only sells its Ad Services to 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. 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 this 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 Insertion 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 unexpected events 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 this 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. The [Introduction](#) and Sections [3](#), [5](#), [8](#), [9](#), [10](#), [11](#), [12](#), [13](#) and [Annexure 1](#) shall survive any termination of the Ad Agreement.



Annexure 1: Additional Definitions and Terms

a. Campaign features

A Campaign may include one or more of the following features:

“**Audience Extension**” is the Targeting of Advertiser’s audience or prospects at locations outside of the Service.

“**ATS Integration**” is integration of ResearchGate’s system with applicant tracking software (“**ATS**”) used by Advertiser, to enable Advertiser to send ResearchGate Job Ads directly from its ATS.

“**Conversion Pixel**” is a specific type of web beacon that is triggered to indicate that a User has successfully completed a specific action such as a purchase or registration. This User action is considered a “**Conversion.**”

“**Institution Page**” is a web page on www.researchgate.net which contains details about an institution or department, such as the institution’s name and address, a full department list, and/or whether the institution is academic, governmental or medical.

“**Institution Post**” means a post that Advertiser creates, at its sole direction, on an Institution Page to promote content.

“**Job Tab**” means a dedicated tab on an Institution Page that, if enabled, shows all Job Ads that Advertiser currently has posted on www.researchgate.net.

b. Ads for scientific recruitment

The Ad options we offer for scientific recruitment are subject to terms that differ from the above Terms, including special payment terms. Where the specific terms outlined below differ from the Terms, the specific terms below prevail.

Ad option	Specific terms
Job Ad	<p>A “Job Ad” is an Ad advertising a job position. A Campaign for a Job Ad can include Emails.</p> <p>Advertiser pays an agreed price for the Job Ad to be displayed for the Campaign Period (which is 30 days, unless otherwise agreed). The Campaign Period may be subject to extension for an additional fee. If a Job Ad is deactivated before the end of the Campaign Period or the extended period, Advertiser is not entitled to a full or partial refund, credit, or additional token. Each Job Ad can only advertise one job position; it is not permitted to advertise multiple job positions in one Job Ad, or to change the job position being advertised by a Job Ad during its Campaign Period. ResearchGate reserves the right to deactivate Job Ads that contain more than one job position or in cases where Advertiser has changed the job position being advertised, without further notice. This shall not give rise to any compensation claims on the part of Advertiser.</p> <p>Each Job Ad must be activated by the Activation Date, which is 30 days from the date of execution, unless otherwise agreed. ResearchGate will invoice Advertiser once the Campaign has commenced, or within 30 days of execution, whichever is earlier. For the avoidance of doubt, if Advertiser purchases multiple Job Ads under one Insertion Order, all Campaigns must commence by the same Activation Date and ResearchGate will invoice Advertiser for the entire Ad Services once the first Campaign has commenced, or within 30 days of execution, whichever is earlier.</p>
Job Bundle	<p>A “Job Bundle” gives Advertiser a select number of tokens that can each be redeemed in exchange for one Job Ad during the Bundle Period. The tokens may be redeemed at any time during the Bundle Period, however at least one Job Ad must be activated by the Activation Date, which is 30</p>

	<p>days from the date of execution, unless otherwise agreed. A Campaign for a Job Ad in a Job Bundle can include Emails. The Bundle Period begins when the first Job Ad is activated, or within 30 days of execution, whichever is earlier.</p> <p>Each Job Ad can only be displayed for a maximum of 30 days, unless otherwise agreed. A Job Ad may be subject to extension for an additional fee. The activation and deactivation of Job Ads remains Advertiser's responsibility. If a Job Ad is deactivated before the end of its Campaign Period or the extended period, that token is exhausted; Advertiser is not entitled to a full or partial refund, credit, or additional token. Each Job Ad can only advertise one job position; it is not permitted to advertise multiple job positions in one Job Ad, or to change the job position being advertised by a Job Ad during its Campaign Period. ResearchGate reserves the right to deactivate Job Ads that contain more than one job position or in cases where Advertiser has changed the job position being advertised, without further notice. This shall not give rise to any compensation claims on the part of Advertiser.</p> <p>Unless otherwise agreed, ResearchGate will invoice Advertiser for the total price of the Job Bundle once the Bundle Period has begun. If the parties agree to a Pay-As-You-Go option, ResearchGate will invoice Advertiser for each Job Ad once its Campaign has commenced based upon the per unit price. At the end of the Bundle Period, ResearchGate will invoice Advertiser for the total price of any unused tokens. Regardless of how many tokens Advertiser redeems during the Bundle Period, Advertiser remains liable to pay the total price of all Job Ads in the Job Bundle. ResearchGate will only invoice one billing entity and one billing contact per Insertion Order.</p>
<p>Job Subscription</p>	<p>A "Job Subscription" gives Advertiser the ability to display one Ad for a job position at a time during the Subscription Period ("Slot"). Advertiser can change the Ad being displayed in a Slot an unlimited number of times during the Subscription Period. The "Subscription Period" starts on the date ResearchGate starts the Job Subscription following receipt of the executed Insertion Order from Advertiser, and ends 12 months thereafter (unless otherwise agreed). There is no Activation Date or Completion Date. A Campaign for a Job Subscription can include Emails.</p> <p>Advertiser pays an agreed price per Slot for the entire Subscription Period. ResearchGate will invoice Advertiser for the total price of the Slot once the Subscription Period has commenced. If Advertiser fails to use the Slot for any or all of the Subscription Period, Advertiser is not entitled to a full or partial refund, credit, or additional Slot.</p> <p>All Job Subscriptions are subject to automatic renewal, meaning the Job Subscription will automatically renew on the same terms the day after the Subscription Period ends, unless Advertiser notifies ResearchGate in writing at least 14 days prior to the last day of the Subscription Period that it wishes to cancel the Job Subscription.</p>

Additional representations and warranties

In addition to the representations and warranties made under [Section 10 Representations and Warranties](#), Advertiser further represents and warrants that it will not, and will not authorize or induce any other party to:

- a. provide identifiable candidate resume or application data to any other parties;
- b. spam or otherwise contact applicants for purposes other than related to the specific employment opportunity described in the Ad;
- c. harass, stalk, or contact any applicant after they have asked not to be contacted;
- d. create, provide to ResearchGate, or cause to be visible on the Service Ads:

- i. without having a reasonable and legitimate intent to hire for a bona fide job opportunity or the specific job position advertised;
- ii. that intentionally misrepresent the job position or hiring company;
- iii. that fail to clearly disclose that a job position is for an independent contractor or is part-time, piecework, commission-based, or has otherwise nontraditional working conditions or compensation;
- iv. for business opportunities that require payments or recruitment of others, or that resemble franchises, multi-level marketing, club memberships, distributorships, or are entirely or almost entirely commission-based.

