

# General Terms and Conditions

## for Advertising in the RP Photonics Buyer's Guide and the Encyclopedia of Laser Physics and Technology

Version: October 2018

In the following,

- “BG” means the RP Photonics Buyer's Guide (<https://www.rp-photonics.com/buyersguide.html>), operated by RP Photonics Consulting GmbH,
- “encyclopedia” means the online Encyclopedia of Laser Physics and Technology (<https://www.rp-photonics.com/encyclopedia.html>),
- “customer” means a company or institution having paid enhancements of their company and/or product displays in the RP Photonics Buyer's Guide (and possibly also in the online Encyclopedia of Laser Physics and Technology), and
- “RP Photonics” means RP Photonics Consulting GmbH (<https://www.rp-photonics.com/>)

## 1 Displayed Data

Within one week after the advertisements start, the customer will check whether the displayed data on all relevant web pages are correct, and will notify RP Photonics immediately if any corrections need to be done. If any relevant data change later on, the customer will also notify RP Photonics immediately. In particular, but not exclusively, it is important that the following data are correctly displayed:

- company address and contact details, including the website address
- offered products and their descriptions: in particular, only such products will be displayed which customer really offers and mentions on the own website (whereas there is no obligation for customer to have all offered products displayed)

RP Photonics will implement later corrections or modifications of the advertisement, as requested by the customer, at no additional charges, provided that such changes are not required very frequently.

The customer will at all times have the right to have his advertisement(s) removed for any reason within 5 working days after notification of RP Photonics, but only in specific cases as explicitly defined in this agreement will the customer have a right for a reduction of the charges agreed upon in this agreement.

## 2 Position and Limitations of Advertising Displays

### 2.1 Company Profiles

Each company profile in the BG is displayed on a separate web page. A company profile can be reached by users in different ways, including:

- from an alphabetical list of all registered companies

- from each supplier list for any specific product for which the company is registered

Such pages may also often be directly found with a search engine like Google, but RP Photonics cannot give a guarantee for that.

Enhanced company entries, as are granted to customers with an “ad package”, can contain:

- a company logo (up to 150 × 100 pixels)
- direct HTML links to the supplier’s website, associated with the logo and with the displayed website address
- HTML links to social media pages of the supplier at Facebook, Google+, LinkedIn, Twitter and YouTube
- a closer description of the company (up to 1000 characters)

## 2.2 Product Entries

Customers having an ad package can have an unlimited number of products displayed in the BG. That number influences the price of the ad package.

The customer can have only those products listed which are also mentioned on the customer’s own website. RP Photonics reserves the right to remove product listings if it cannot verify that these are indeed mentioned on the customer’s website. This is to make sure that users of the BG obtain high-quality supplier information.

For each product registered in the BG, there is a page with suppliers for that product. That page contains

- a table containing only the suppliers having an ad package (randomly reordered for each page view), and
- a table of *all* suppliers offering that product (including those which already appeared in the table with ad package).

Apart from the additional appearance, enhanced product entries can contain:

- a company logo (up to 150 × 100 pixels), linked to the supplier’s website
- a direct HTML link to the supplier’s website, associated with the logo and with the displayed website address
- a description of the offered products. That text can contain additional html links to product-specific web pages on the supplier’s website. The maximum length of the description is 900 characters as displayed, including additional characters e.g. for HTML links.

Product descriptions need to be informative and should avoid aggressive marketing language. Primarily, they must be useful for the users of the BG. Therefore, RP Photonics reserves the right to modify product descriptions accordingly.

## 2.3 Entries in Encyclopedia Articles

The BG is intimately linked with the Encyclopedia of Laser Physics and Technology, which is hosted on the same website (<https://www.rp-photonics.com/encyclopedia.html>). For a product of a supplier with an ad package, additional information is displayed on the corresponding encyclopedia article, provided that such an article exists<sup>1</sup>. Such information is displayed in a box which appears near the beginning of the encyclopedia article. The box contains a logo of

---

<sup>1</sup> There are encyclopedia articles for the majority of such products.

the supplier, which is linked to the supplier's website. In addition, there is a box at the end of the encyclopedia article, containing the logo and the product description and image. The suppliers appear in random order.

## **2.4 Banners in the Right Column**

Banners are displayed on the right side of all pages of the BG and the Encyclopedia of Laser Physics and Technology, including a variety of related pages (e.g. the blog "The Photonics Spotlight" on the same website). Each time when the page with the banner is displayed, one of many banners is selected randomly. An advertising banner of the customer has a certain probability of being displayed. For details, see our web pages.

A single such banner is included in an ad package (for its whole duration). Additional banners can be purchased.

## **3 Responsibilities**

### **3.1 Responsibility for the Content**

The customer assures that the content of the advertisement(s) and the advertised goods or services do not violate any law and do not infringe rights of third parties, such as e.g. a copyright or trade mark. The customer takes over the legal responsibility for potential problems resulting from such violations or infringements. In case there is a reasonable evidence of such violations or infringements, RP Photonics will have the right to remove or modify the corresponding advertisement. In that case, the customer has a right to get any paid charges reimbursed only if the customer proves that the alleged violation or infringement was and is nonexistent. Also, the customer will hold RP Photonics harmless against any charges related to such violations or infringements.

The customer further assures his or her ability to deliver any products mentioned in the advertisement(s) within a reasonable period of time for any orders placed within the time where the advertisement is displayed on RP Photonics's encyclopedia website. If RP Photonics receives any complaints with reasonable evidence, arising from the customer's inability to deliver advertised goods, or any other complaints concerning violation of generally accepted rules of business, RP Photonics will have the right to terminate this agreement prematurely, or to remove at least some of the advertisements. In that case, RP Photonics will reimburse any already paid charges applying to the period of time where the advertisement has been prematurely removed, unless the customer has undertaken a breach of applicable law or the agreement with RP Photonics.

### **3.2 Availability of the Website**

RP Photonics operates its website based on the service of a website hosting provider. It uses a high-quality hosting product from a provider which is known to be reliable. In recent years, the availability of the website has been very high, and the server generally responds very quickly. RP Photonics will do its best to maintain this high standard, but cannot take responsibility for possible service interruptions outside its own control.

## **4 Website Statistics**

It is understood that the page views registered by the web server and the referrals to the supplier's website are import metrics for judging the value of the offered advertising.

RP Photonics displays some general statistical data on its website ([https://www.rp-photonics.com/bg\\_statistics.html](https://www.rp-photonics.com/bg_statistics.html)). In addition, RP Photonics provides the customer at least with the following advertiser-specific statistical information as obtained from the web server:

- Traffic by pages: number of page views and referrals to the supplier's website – for the company profile, for each supplier page for a product of the supplier, and for each encyclopedia article in which an ad of the supplier appears. These data are the sums from the beginning of the current advertising period to the previous month.
- Traffic by months: number of page views and referrals by month for up to 36 months (possibly even beyond the beginning of the advertising). Shown are the data for the company profile and sums for all supplier pages and for all encyclopedia articles.

These numbers are regularly extracted from statistics files created by software running on the web server. RP Photonics cannot guarantee the correctness of these data, but it takes all reasonable precautions to ensure that these data are correct. Strict filtering procedures are applied in order to remove artificial influences e.g. caused by web robots.

RP Photonics will in no case manipulate data e.g. by causing large numbers of page requests by computers under its control. Only a small number of such page requests caused by RP Photonics itself is allowed for testing purposes.

## **5 Changes of the Advertising Details**

RP Photonics reserves the right to modify details of the offered advertising. In its own interest, RP Photonics will always take care to at least preserve the advertising value for its customers.

## **6 Renewing the Entries**

The enhanced displays in the BG are agreed for some advertising period, which is usually one year. There will be **no automatic renewal**, i.e., the customer will have to pay for a further advertising period only after his or her explicit consent.