

Terms and Conditions for Mobile Advertising Inventory Bidding

1. Definitions

- 1.1. **Below the Line ("BTL") Inventory** means a type advertising inventory through operator channels includes sms, UMB, WIB, PCB, MCA, PRN, OBD.
- 1.2. **Bidding** is an auction process for BTL and Digital Acquisition campaign conducted by XL through bidding platform address: <https://carrierauctions.com/src/#/login> where the Content Provider submits tariff offering for an allocation of certain campaign inventory provided by XL.
- 1.3. **Bidding Award** means the result of Bidding which determining the Bidding Winner based on highest tariff placed at the end of Bidding Time.
- 1.4. **Bidding Participant** means any CP who has fulfilled all bidding requirements.
- 1.5. **Bidding Price** means the highest price of Inventory at the end of Bidding process.
- 1.6. **Bidding Time** is a period of Bidding that XL determines from time to time.
- 1.7. **Bidding Winner** is a Bidding Participant who has placed the highest tariff commitment.
- 1.8. **Booking Form** is a form generated by XL containing general terms & conditions and previously agreed by content provider before participating the Bidding.
- 1.9. **Bulk Service** has the same meaning as set out in the Booking form.
- 1.10. **Campaign** means series of advertisement messages that promote Content of Bidding Winner using certain Inventory Slot as determined by XL from time to time.
- 1.11. **Content Provider ("CP")** means an entity who provides any content who has entered into content provision agreement with XL.
- 1.12. **Content Revenue** has the same meaning as defined in the Booking Form.
- 1.13. **CPA** has the same meaning as set out in Booking Form.
- 1.14. **Credentials** means a unique information given by XL to Content Provider as an account identification to be used by CP to log in into the Bidding Platform and participate in the Bidding.
- 1.15. **Digital Acquisition Campaign** means a Campaign using the Digital Inventory.
- 1.16. **Digital Inventory** means a type of advertising inventory using digital channels while the consumer is on the web, using affiliate networks, publishers or platforms.
- 1.17. **Digital Partner** means trusted third party appointed by XL from time to time, to perform the Digital Acquisition Campaign.
- 1.18. **End User** means individual and/or legal entity and/or government agency that utilizes the network and/or telecommunication service owned by XL based on contract as well as not based on contract.
- 1.19. **Inventory** means advertising media consisting of BTL Inventory and/or Digital Inventory.
- 1.20. **Inventory Slot** means total unit of Inventory that allocated by XL to be transmitted for the purpose of Campaign.
- 1.21. **Prepayment Balance** has the same meaning as define in the Booking Form.
- 1.22. **Service Delivery Report** means a report of Campaign that has been perform by XL.
- 1.23. **Suspension** means a sanction imposed to CP from not accomplishing their bidding commitments and process in accordance with the provisions herein.
- 1.24. **Terms and Conditions of Bidding** means this Terms and Conditions for Mobile Advertising Inventory Bidding

2. Bidding Requirement

- 2.1. The Bidding Participant must be a Content Provider or any other party who have cooperation with Content Provider;
- 2.2. Bidding Participant must signed Booking Form and obtain Credentials to participate the Bidding.
- 2.3. Bidding Participant must log in to the Bidding platform using the Credentials.
- 2.4. Bidding Participant must fulfil financial requirement as follows:
 - a) Bidding Participant must have enough Prepayment Balance (as defined in Booking Form); or
 - b) Content Revenue of Bidding Participant on the previous month not less than the Bidding Price. If the Content Revenue of Bidding Participant is less than the Bidding Price, the Bidding Participant shall top up its Prepayment Balance in accordance with the provisions set out in Booking Form or XL will disqualified such Bidding Participant from Bidding process.
- 2.5. For the avoidance of doubt, each Bidding Participant shall be subject to the compliance of any other requirement and obligation as stipulated herein.

3. General Provisions of Bidding

- 3.1. Bidding Time is Monday, every 1st and 3rd week of the month. Bidding will start at 09.00 and closes at 17.00. XL shall have right to change the Bidding Time schedule and notify to CP from time to time.
- 3.2. The Bidding Winner will be defined based on the highest tariff commitment at the end of each Bidding Time.
- 3.3. XL will inform the Bidding Winner by official email on the next business day after the end of Bidding Time.
- 3.4. XL shall have right to disqualify any Bidding Winner which have fulfil financial requirement as set out in Clause 2.4
- 3.5. On the next business day after the date of official email, Bidding Winner shall submit Campaign materials to XL. Bidding Winner may include 2 (two) numbers for testing.
- 3.6. In the event the Bidding Winner fails submit Campaign Materials with the said period herein, XL shall be entitled to grant the Inventory Slot to the second Bidding Winner of respective Bidding.
- 3.7. XL will impose Suspension to any Credentials of CP who has fails to commit with its obligation as Bidding Winner for 2 (two) in consecutive times.
- 3.8. XL will transmit all Inventory Slot in accordance with the Campaign specification, all Inventory Slot shall be deemed delivered once all the relevant Inventory has been stated delivered on XL's system. For the avoidance of doubt, the capacity of Inventory Slot will not reflect the successful inventory delivery to the End User and there is no warranty given by XL that all Inventory Slot will be received by the respective End User.
- 3.9. XL shall have right to determine which End User who will become the target of each Campaign and will receive the Campaign material through the relevant Inventory.
- 3.10. In respect of Inventory Slot to be used for Digital Inventory Campaign, 1 (one) Inventory Slot is equivalent to 1 (one) Campaign, and CP shall not change it throughout the Campaign period.

- 3.11. This investment in the Bidding Price shall not be deemed as a reflection of potential revenue that will be generated by CP. There is no warranty given by XL that the CP will generate revenue in an equal amount of the Bidding Price.

4. Campaign

4.1. BTL Inventory Campaign

Any Campaign using the BTL Inventory shall be subject to the following provisions:

- a) Campaign using the BTL Inventory will run on the following week after the Bidding Award.
- b) Bidding Winner shall commit to their bidding commitments during the Campaign period, including the Inventory Slot, Bidding Price.
- c) The Bidding Price of each BTL Inventory Campaign may be conducted in two type of pricing method by CPA or Bulk Service with the payment method in accordance with the payment provision as set out in Booking form.

4.2. Digital Inventory Campaign

Any Campaign using the Digital Inventory shall be subject to the following provisions:

- a) the Digital Inventory Campaign will be performed by XL's trusted Digital Partners as inform in the Bidding platform.
- b) within 48 (forty-eight) hours after the Bidding Award, the Bidding Winner of Digital Inventory Slot shall be required to:
 - (i) enter into an agreement with the Digital Partner;
 - (ii) Pay prepayment amount of Bidding Price;
 - (iii) submit Campaign detailed information, e.g.: service, pricing, period, keywords, and Campaign materialif the Bidding Winner fails to fulfil the above requirement XL shall have right to grant the Inventory Slot to the second Bidding Winner of respective Bidding.
- c) CP shall commit to a minimum investment in amount of Rp 100.000.000 for the Digital Inventory Campaign ("Minimum Campaign Amount") and such Minimum Campaign Amount must be spent within 30 (thirty) days at the latest.
- d) The Minimum Campaign Amount is a Campaign cost and shall not be deemed as a reflection of potential revenue that will be generated by CP.
- e) XL will not guarantee 100% delivery of desired acquisition by CP.
- f) CP has the option to decide a cap of investment or new subscribers per day.
- g) Once the Minimum Campaign Amount is spent, the Digital Partner may extend its Campaign until a maximum of 180 (hundred and eighty) days with the same Bidding Price used in the Bidding and upon consent from XL;
- h) Extension of Campaign as mentioned above requires the respective CP to top up its Prepayment Balance.
- i) Extended Campaigns may be stopped any time during the extended period of 180 days at XL's sole discretion for any non-compliance to XL's minimum criteria. (e.g. Health Index).
- j) Payment of Digital Inventory Campaign will be governed solely by the CP and the Digital Partner, based on the agreement entered into by the CP and the Digital Partner.