

## YP WEBSITE ADVERTISING POLICY

Last Update : 28-09-09

### 1. General

This YP Website Advertising Policy (“**Advertising Policy**”) applies to all Advertisers and Advertisements that are created, produced and/or supplied by Advertisers to PCM for display and exhibition on the yp.com.hk website (“**YP Website**”). This Advertising Policy constitutes a material part of the advertising contract between the Advertiser and PCM, which includes the advertising contract form, Terms and Conditions for Catalogue and/or Electronic Advertising (“**Terms and Conditions**”) and any other Schedules attached thereto (collectively the “**Contract**”). Nothing herein limits or restricts the Advertiser’s other obligations and liabilities under the Contract.

### 2. Supply of Advertisement materials

2.1 When supplying Advertisement materials to PCM, Advertiser shall:

- (a) ensure that the text, graphics, data, html and programming source codes and other content required for the display of the Advertisements will fully comply with the applicable formatting and technical specifications specified by PCM (please see <http://yp.com.hk/YPAdvertising> for the latest specifications); and
- (b) at its own costs rectify any defects or non-compliance of the Advertisements with the Contract, all applicable laws, regulations, codes, guidelines and/or threats of infringement of third party rights upon PCM’s request until all outstanding defects and non-compliance issues have been satisfactorily resolved by the Advertiser.

2.2 When supplying Advertisement materials to PCM by any means other than through the application programming interface (API) as authorized or otherwise expressly agreed by PCM, Advertiser is also obligated to and shall:-

- (a) not less than 3 business days (or 5 business days in respect of Advertisements containing any rich media elements) prior to the date on which the Advertisement is scheduled to be displayed on the YP Website, supply to PCM via the means or personnel designated by PCM the final version of all materials required for the display of the Advertisement and the submission shall include, without limitation, the Advertiser’s name, contract number, all creative text and graphic files, codes, hyperlinks and detailed instructions for testing and uploading the Advertisement to the YP Website;
- (b) complete and submit the YP Advertising File Submission Form which is available at <http://yp.com.hk/YPAdvertising>; and
- (c) submit a source file (fla) with swf file for testing and scheduling and an alternative image in jpg/gif for display in browsers that do not support flash.

2.3 PCM will not be obligated to display the Advertiser’s Advertisement on the YP Website until Advertiser has satisfactorily resolved all outstanding defects and non-compliance issues relating to the Advertisement and under no circumstances will PCM be liable to the Advertiser for any delay to display the Advertisement on the YP Website.

### 3. Serving an Advertisement on an approved third party advertisement server

Advertiser may serve an Advertisement on a third party advertisement server approved by PCM provided that:-

- (a) the Advertiser supply the Advertisement content (including subsequent amendments) to PCM for testing and approval purposes in accordance with paragraph 2 above;
- (b) the Advertiser will not serve an Advertisement on the third party advertisement server unless it has been tested and approved by PCM;
- (c) the approved Advertisement content residing on the third party advertisement server complies with this Advertising Policy at all times;
- (d) the approved Advertisement content will not contain any JavaScript, HTML coding without the prior consent of PCM; and
- (e) Advertiser may not install or set any cookies on the YP Website or any servers of PCM without the prior consent of PCM.

#### **4. Advertisement content**

Advertiser must ensure that their Advertisement content (or any part thereof) will not:-

- (a) contain any false, misleading or fraudulent information in relation to any aspect of any goods/services, including without limitation the identity of the source or the supplier, affiliation, sponsorship and/or third party endorsement of such goods/services;
- (b) relate to any goods/services that are restricted or prohibited to be marketed, promoted, advertised and/or otherwise made available to the public in any country or jurisdiction;
- (c) relate to the marketing, promotion, sale and/or making available to the public of any counterfeit goods or other illegal goods/services;
- (d) be defamatory, libelous, scandalous, and/or otherwise likely to defame the reputation of any person or entity;
- (e) be indecent, obscene, offensive, pornographic, vulgar, harmful, inappropriate and/or otherwise unsuitable for viewing by minors;
- (f) be discriminatory based on race, religion, disability, age, nationality, sex gender and/or sexual orientation;
- (g) be part of any schemes, scams and/or marketing tricks to defraud viewers or other unlawful purposes;
- (h) infringe or otherwise abets or facilitates the infringement of any intellectual property rights and/or other rights of any third party;
- (i) contain any malicious code that may cause damage, system crashes or instability to any computer or network system, intercept data transmission and/or otherwise has any spyware and backdoor functionalities;
- (j) contain any text, graphic and/or interactive elements that simulate any dialog boxes, menus and/or message windows of any computer operating systems;
- (k) contain any hyperlinks that are broken, link to an illegal website or website that provides or facilitates any illegal activity, and/or otherwise incorrectly link to a third party website;
- (l) contain hyperlinks that, whether expressly or impliedly, will falsely represent the goods/services or descriptions therein have the endorsement, sponsorship or approval of PCM; and
- (m) violate any laws, regulations, code of practices and guidelines (including, without limitation, those relating to false advertising, trade descriptions, consumer protection, intellectual property, unfair competition, import and/or export control).

Advertiser acknowledges that PCM's approval for display of the Advertiser's Advertisement on the YP Website will not be deemed to and does not constitute, express or implied, that the Advertisement content complies with any or all of the above provisions. It is the Advertiser's sole responsibility to ensure that the Advertisement content shall fully comply with this Advertising Policy at all times. In addition, PCM may in its sole discretion apply selective frequency capping restriction on certain advertisement format to ensure satisfactory user experience.

#### **5. Non-Compliance of this Advertising Policy**

Any non-compliance of this Advertising Policy by an Advertiser constitutes a material breach of the Terms and Conditions, and without limitation to any other rights and remedies available to PCM under the Contract and any applicable laws, PCM shall be entitled in its sole discretion to block, remove and/or suspend the display of such Advertiser's Advertisement on the YP Website if PCM reasonably believes that the display of Advertisement (or any part thereof) on the YP Website is in violation of the Terms and Conditions, and/or may subject PCM to any liability or threats of legal proceedings under any applicable laws of any country or jurisdiction.

## 1. 總則

此YP網站刊登廣告政策（“廣告政策”）適用於所有廣告客戶及由廣告客戶所創作、製造及 / 或提供予PCM於yp.com.hk 網站（“YP網站”）展示及展覽的廣告。此廣告政策構成廣告客戶及PCM之間的廣告合約之重要部份，廣告合約包括廣告合約表格、目錄及 / 或電子廣告條款及細則（“條款及細則”）及任何其他附加之附表（統稱“合約”）。此政策並不局限或限制廣告客戶受合約約束的其他義務及責任。

## 2. 提供廣告材料

2.1 當廣告客戶提供廣告材料予PCM時，必須：

- (a) 確保展示廣告所需之文字、圖案、數據、html及程式原代碼及其他內容皆符合PCM指定的適用格式及技術規格（請於<http://yp.com.hk/YPAdvertising>查閱最新規格）；及
- (b) 就PCM提出要求下，自費糾正任何廣告上的欠妥之處或不符合合約、所有適用法律、規例、守則、指引及 / 或侵犯第三方權利的問題，直至廣告客戶解決所有欠妥之處及不符合的問題為止。

2.2 廣告客戶若非經由PCM批准之應用程式介面方式或獲PCM明確表示同意的其他方式提供廣告材料予PCM，則必須：

- (a) 在廣告預定於YP網站展示的日期前不少於3個工作天（若廣告含有任何豐富的媒體元素，則需5個工作天），透過PCM指定的途徑或人員把展示該廣告所需的完成版本材料全部提交予PCM，而該提交必須列明包括但不限於該廣告客戶名稱、合約編號、所有創作文字及圖案檔案、編碼、超連結及詳細指示，以作測試及上載廣告至YP網站；
- (b) 填妥及提交YP廣告檔案提交表格，表格可於<http://yp.com.hk/YPAdvertising>索取；及
- (c) 提交以作測試及排期的原fla檔案及其swf檔案，及jpg/gif格式的替代圖像以於不支援Flash的瀏覽器上展示。

2.3 廣告客戶需完全解決所有有關廣告的欠妥之處及不符合的問題，否則PCM是沒有責任於YP網站展示該廣告客戶的廣告。在任何情況下，PCM不需就因展示廣告於YP網站上的任何延誤而需對廣告客戶負上任何責任。

## 3. 於已獲准的第三方廣告伺服器上儲存廣告

在下列情況下，廣告客戶可於已獲PCM准許的第三方廣告伺服器上儲存廣告：

- (a) 廣告客戶依照上述第2段提交廣告內容（包括期後的修改）予PCM作測試及核准目的；
- (b) 除非廣告已經PCM測試及核准，否則廣告客戶不得將廣告儲存於第三方的廣告伺服器上；
- (c) 存於第三方廣告伺服器上已核准的廣告內容在任何時間皆符合此廣告政策；
- (d) 在未獲得PCM的同意前，已核准的廣告內容不得含有任何JavaScript, HTML編碼；及
- (e) 在未獲得PCM的同意前，廣告客戶不可於YP網站或PCM的任何伺服器內安裝或設置任何cookies。

#### 4. 廣告內容

廣告客戶必須確保廣告內容(或其任何部份)不得：

- (a) 含有任何有關貨品 / 服務，包括但不限於貨品 / 服務之來源或供應商身份、附屬、贊助及 / 或獲第三方核准的虛假、誤導或欺詐資料；
- (b) 與在任何國家或司法管轄區被限制或禁止在市場銷售、推廣、宣傳及 / 或以任何形式向公眾提供的任何貨品 / 服務有關；
- (c) 與市場推銷、推廣，銷售及 / 或向公眾提供任何偽製品或其他非法貨品 / 服務有關；
- (d) 具誹謗性、煽動性、惡意中傷及 / 或相當可能會破壞任何人士或實體聲譽的其他形式；
- (e) 含有不雅、淫褻、令人反感、色情、粗俗、損害性、不恰當及 / 或其他不適合未成年人士觀看的內容；
- (f) 涉及種族、宗教、殘疾、年齡、國籍、性別及 / 或性取向歧視；
- (g) 涉及任何計劃、騙局及 / 或市場推銷技術來詐騙觀看人士或其他非法目的；
- (h) 侵犯或教唆或促使侵犯第三方的知識產權及 / 或其他權利；
- (i) 含有任何可能導致任何電腦或網絡系統損壞、系統故障或不穩定、截斷數據傳輸及 / 或其他存有任何間諜程式及不正當功能的惡意代碼；
- (j) 含有任何文字、圖像及 / 或互動元素，可冒充其他電腦操作系統的對話框、項目單及 / 或訊息視窗；
- (k) 含有任何超連結連接至並不存在的網站、連接至非法網站或提供或促使任何非法活動之網站，及 / 或不恰當地連接至第三方網站之其他形式；
- (l) 含有任何超連結，不論明示或默示，虛假地表示於該超連結內的產品 / 服務或種類已獲得PCM的保證、贊助或核准；及
- (m) 違反任何法律、條例、守則及指引（包括但不限於關於虛假廣告、商品說明、顧客保障、知識產權、不公平競爭，入口及 / 或出口管制）。

廣告客戶確認即使PCM准許廣告客戶之廣告於YP網站展示，不論明示或暗示，並不代表或構成該廣告是符合以上任何或所有條文。廣告客戶需獨自負責確保廣告內容在任何時間皆完全符合此廣告政策。此外，PCM可自行酌情決定於某些廣告格式上加以選擇性頻率上限限制，以確保有良好的使用效果。

#### 5. 違反廣告政策

若廣告客戶違反此廣告政策之任何部份，即構成對條款及細則之嚴重違反，在不限於PCM依此合約及任何適用法律下可獲得的任何其他權利及賠償下，如PCM在合理情況下認為於YP網站展示廣告（或其任何部份）會違反條款及細則，及 / 或可使PCM需承擔任何國家或司法管轄區適用法律下之任何法律責任或法律程序的威脅，PCM可自行酌情決定限制、移除及 / 或暫停該廣告客戶於YP網站展示的廣告。