

# **TERMS AND CONDITIONS OF ADVERTISING**

(hereinafter referred to as the „Advertising Terms“)

This document dated **1.4.2021** sets out the conditions of the relationship between Lurity SK, sro with its registered office at Staré grunty 18, 84104 Bratislava, IČO: 53635663, entered in the Commercial Register of the District Court Bratislava I, section: Sro, file no.: 151212 / B, (the „**LURITY**“), and advertisers distributing advertising through the LURITY advertising network (the „**Partner**“).

## **Introduction**

- (A) LURITY is a trading company providing visual advertising services with measured viewership through the Site.
- (B) LURITY has a Portal that allows the Partner to enter and manage the Advertisement.
- (C) The Partner undertakes to use the Portal only for the purpose of placing and managing the Advertisement, subject to the conditions set out in this agreement.
- (D) The Partner agrees to these terms of cooperation in their entirety by confirming this agreement through the Site.

## **Definitions of terms**

LURITY and Partner have agreed on the following definitions of terms used in this Agreement.

**„Site“** - a summary of the website <https://www.lurity.com> and the Portal <https://portal.lurity.com>

**„Portal“** - web interface allows you to enter and manage advertising campaigns, work with agency and affiliate program and other services related to the dissemination and mediation of advertising.

**“Force majeure event”** - any external event beyond the control of LURITY that can reasonably be expected of it; including (but not limited to) force majeure, betting, lockout or further disruption, declaration of war, blockade, lightning, fire, earthquake, storm, flood, explosion, government intervention, expropriation, prohibition of direct intervention, embargo, delays in access to instruments, impossibility and / or delays in obtaining official authorization or any licenses.

**„Advertiser“** - an entity, legal or natural person who distributes its advertising through LURITY;

**„Advertising“** - dissemination of advertising through the LURITY advertising network;

**„Medium“** - means the advertising medium as a functional unit of interconnected components (eg PC, SW, LCD / LED screen and accessories).

**„Account“** - a virtual account on the Site which is linked to the Company. Each company may have one or more accounts on the Site.

**„Registration“** - the act of creating an Account on the Site.

**„Media space“** - is the time during which the Advertising Device is active and displays ads, so-called. from the beginning of the opening hours to the end of the opening hours.

**„Private media space“** - media space that can be used exclusively for free distribution of Partner Advertising. This space is not visible to other Advertisers.

**„Public media space“** - media space that can be used for paid distribution of Advertising from Advertisers. This space is visible to other Advertisers through the Site.

**„Blacklist of Categories“** - a list of product categories whose Advertising is prohibited through the Public Media Space.

**„Company Whitelist“** - a list of companies whose Advertising is permitted through the Public Media Space despite their blocking through the Blacklist categories.

**„Campaign targeting“** - a combination of campaign settings and parameters that an Advertiser chooses to reach the right audience.

**„Total Budget“** - the maximum budget for Advertising that is set by the Advertiser and that the LURITY system cannot exceed.

**„Impression“** - one ad impression

**„Impression Price“** - is determined by the LURITY software algorithm based on the available number of impressions, media utilization, advertiser demand, and other factors.

**„CPI“** - the so-called Cost per Impression, so-called. Impression price;

**„CPM“** - the so-called Cost per Mille, so-called price for every 1000 Impressions;

**„Maximum Impression Price“** - the upper limit of the Impression Price that the Advertiser is willing to pay.

**„Advertising Price“** - the price that the Advertiser pays for the dissemination of the Advertisement

**„Promo Credit“** - a discount that the Advertiser has received for the distribution of the advertising campaign. The promo credit is stated on the invoice as a „discount“ in EUR with a negative value.

**„Voucher“** - is a physical or virtual Promo credit carrier. Each voucher is marked with a code, which is inserted into the Portal. The voucher may or may not be subject to the minimum advertised amount that the Partner has paid for the distribution of the advertisement. The amount advertised is calculated from the date of application of the voucher. The used voucher is activated after paying the full amount for advertising, which needed to be advertised to activate the voucher. The nominal value of the voucher is stated in EUR. After activating the voucher, its value is automatically displayed in the Portal and the Advertiser has the right to use it for Advertising. The voucher may or may not have a specified expiration date by which it can be activated. The voucher expires automatically after the expiration date and cannot be reactivated.

**„Payment Gateway“** - a technical solution enabling secure payment for goods and services through the Site. The operator of the payment gateway on the Site is Braintreepayments <https://www.braintreepayments.com>.

**„Payment cycle“** - Payments for Advertising are generally made before the campaign runs

**„Invoicing cycle“** - billing invoices are automatically generated and sent by the LURITY system after the end of the calendar month.

## **1. Program activation**

- 1.1. By accepting these conditions, the Partner agrees with these conditions, the document becomes valid and the Partner gains access to the Portal through which the Partner can:
  - a) Create and manage your advertising campaigns
  - b) Monitor the performance of advertising campaigns
  - c) Pay for Advertising.
- 1.2. The Partner is responsible for the accuracy and timeliness of all data and information entered into the Portal.

## **2. Advertising rules**

- 2.1. The partner undertakes to advertise primarily on new and unused products. In the case of promoting a used product, he is obliged to properly indicate this fact.
- 2.2. The price of the advertised products must be stated in EUR and must be final for end customers, ie. including all copyright, recycling and other fees with correctly stated VAT. The final price of the product does not have to include only transport costs if the Partner charges them to end customers.
- 2.3. The Partner can only offer goods that he is able to deliver to the end customer and for which he knows at least the approximate delivery time, which coincides with the delivery time that the Partner states for the product. Product availability information must be true. The partner is obliged to provide all information that may affect the delivery of the product to the end customer.
- 2.4. LURITY is entitled to reject an advertising visual from the Partner that does not meet the visual criteria:
  - a) Poor or blurred image of the product;
  - b) Its quality of execution does not correspond to the high standard of LURITY aesthetics;
  - c) Image in lower resolution is supported.
- 2.5. LURITY is entitled to reject an advertising visual from the Partner that meets the characteristics of a prohibited advertisement:
  - a) Promotion of stolen or counterfeit goods (infringement of trademark rights, designations of origin, illegal copies of copyright works, goods intended to circumvent effective technical means of copyright protection); (a) Dangerous products or services (for example, weapons, drugs, psychotropic substances, tobacco products and pyrotechnics);
  - b) Promoting illegal or unethical products or services (for example, production of false documents, hacking services, fraudulent services on campus, etc.);
  - c) Promotion of erotic products or services (eg private homes, erotic salons, erotic aids, etc.);
  - d) The advertisement is offensive or contains expressions of intolerance, or elements of discrimination in relation to political affiliation, religion, gender, national or racial affiliation or advertising for products intended to promote and disseminate the views of the extreme left or extreme right, respectively. movements aimed at suppressing human rights and freedoms (for example, violence against animals, discrimination based on race, sex, nationality or sexual orientation, etc.);

- e) Advertisements contrary to generally accepted moral or moral values, or to law or public order or to the general principles of fair trade and competition;
- f) Advertising presenting the nudity of the human body in an offensive way;
- g) Advertisements presenting products which are harmful to the environment or which are harmful to the life or health of humans, animals or plants, without explicitly and prominently indicating the harmfulness;
- h) Advertising presenting food and nutritional supplements as if they had the effects of medicines;
- i) Advertising containing personal data, data on the property of persons without their prior consent;
- j) Advertisements referring to the statements of other persons without their prior consent;
- k) Advertising abuses the trust of minors, in particular by encouraging behavior which may endanger their health, mental development or moral development, or Advertising which depicts them in dangerous situations;
- l) Advertising abuses the trust of minors, in particular by encouraging behavior which may endanger their health, mental development or moral development, or Advertising which depicts them in dangerous situations;
- m) Advertising not in accordance with the principles of language culture, grammatical and spelling rules and established professional terminology;
- n) Advertising is contrary to good morals, presents products whose production, sale, provision or use is prohibited, or if it does not meet the requirements of a special regulation; o) Advertising presents products or services, the unauthorized manipulation of which is prohibited by special regulations.

2.6. LURITY is entitled to reject advertising that is subject to restrictions under generally binding legal regulations and does not meet the restrictions set by law, in particular it is advertising of the following products, or to approve such advertising only for selected sites:

- a) Alcoholic products (for example, advertisements for beer, wine, hard alcohol, champagne encouraging immoderate use of alcoholic beverages);
- b) Product advertisements containing any elements or third party designations protected by intellectual property rights (for example, Advertisements containing a third party logo must have the consent of the trademark owner);
- c) Gambling (eg casinos, online casinos without the required license);
- d) Health and medical products (for example, Advertising of drugs that are not registered in the Slovak Republic);
- e) Political content (for example, Advertising during an electoral moratorium);
- f) Financial services (for example, financial intermediation without the necessary license).

2.7. LURITY is entitled to refuse advertising of products that do not meet the criteria set by law for advertising to consumers, in accordance with applicable consumer protection regulations, in particular Act no. 250/2007 Coll. on consumer protection, Act no. 102/2014 Coll. on consumer protection in the sale of goods or provision of services under a contract concluded at a distance or away from the seller's premises, as well as all other generally binding legal regulations in the field of advertising

- 2.8. LURITY is entitled to refuse advertising of non-compliant products, the advertising of which could endanger the good name of LURITY or Partners providing LURITY media space.
- 2.9. LURITY is entitled to reject Advertising for selected sites if the given ad category on the given site is blocked via the Category Blacklist, or the Partner is blocked via the Business Blacklist.
- 2.10. The Partner, as the advertiser, bears full responsibility for the text or image on the Advertising Device, in particular for ensuring that this is not in conflict with applicable law and moral principles. The Partner also bears on its own account all sanctions associated with the violation of the said provision, even if such sanctions were applied against LURITY as an advertiser. Pursuant to this point, the partner expressly agrees with the possibility of LURITY to apply sanctions against it under these conditions.
- 2.11. The Partner acknowledges that the Advertising of products must meet all the criteria set by law for advertising to consumers, in accordance with applicable consumer protection regulations, in particular Act no. 250/2007 Coll. on consumer protection, Act no. 102/2014 Coll. on consumer protection in the sale of goods or provision of services under a contract concluded at a distance or away from the seller's premises, as well as all other generally binding legal regulations in the field of advertising. The Partner has sole responsibility for compliance with all legal regulations for consumer protection, as persons who are suppliers in relation to the consumer and their advertising may be subject to control by consumer protection authorities or other public authorities.
- 2.12. LURITY reserves the right, in its sole discretion, not to publish or remove any product advertising, but in particular product advertising that does not meet the statutory conditions for consumer advertising may be misleading or which may damage LURITY's reputation or those who provided its media. LURITY space.
- 2.13. The partner hereby consents to the publication of advertising visuals on the LURITY website.

### **3. Rights and obligations of the partner**

- 3.1. Before starting the Advertisement, the Partner is obliged to enter the payment card details via the Portal into the Payment Gateway and verify the validity of the card by making a micropayment (usually less than EUR 1).
- 3.2. The Partner acknowledges and agrees that each Impression of his Advertisement is charged. The partner also agrees that the Impression Price is determined by the LURITY software algorithm. LURITY reserves the right to change the software algorithm at any time, while the prices of ordered campaigns will be maintained. The Partner is obliged to pay for the dissemination of the Advertisement in the regular Payment Cycle.
- 3.3. The Partner understands and agrees that in the event of non-payment for any reason, all of the Partner's Advertisements are temporarily suspended until the payment is successfully made.
- 3.4. The Partner understands and agrees that this cooperation is not exclusive. LURITY reserves the right to distribute advertising in the same area as the Partner.
- 3.5. The Partner acknowledges that this agreement does not establish any contractual relationship between the Partner and the owner of the Media Space.
- 3.6. In the event of a breach of any provision of this Agreement, the Partner shall bear all costs and claims for damages associated with such breach (including, but not limited to, fees associated with legal representation).

## **4. Functionality Agreement**

- 4.1. LURITY will offer the Partner adequate technical assistance if required by the work in the Portal. LURITY will endeavor to resolve such a technical issue as soon as possible.
- 4.2. LURITY disclaims all warranties and representations (express or implied) with respect to the Site, the Program and / or the online providers, including without limitation any warranties or representations with respect to: a) suitability for the given purpose, b) viruses and other harmful components, c) violations of the rights of third parties, (d) commercial qualities.
- 4.3. LURITY shall not be liable to the Partner for any loss or damage that may occur to the Partner in connection with the use of the Portal or in connection with the error (omission) of LURITY in the performance of its obligations under this Agreement. Loss or damage also includes loss of profit, costs incurred, anticipated savings, damage to reputation, loss of data, indirect, consequential or special loss or damage, whether or not they were foreseeable by LURITY. whether LURITY has been notified of the possibility of such loss or damage.

## **5. Confidential information**

- 5.1. During and after the termination of this contract, the Partner must:
  - a) Keep the Confidential Information confidential and not make it available to any third parties without the prior written consent of LURITY.
  - b) Make Confidential Information available only to employees and suppliers whose participation is expressly necessary in the performance of this Agreement. However, such persons must be bound by a written promise of secrecy.
  - c) Establish and maintain adequate security measures to protect Confidential Information from unauthorized access or use.
  - d) Inform LURITY immediately of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information. The Partner is obliged to provide LURITY with any assistance requested by LURITY in connection with the steps or procedures it takes as a result of such a breach.
  - e) Do not copy Confidential Information without the prior written consent of LURITY. Once approved, the Partner must mark all copies as „Confidential“. If a notice of ownership or confidentiality appears on the Confidential Information, the Partner is obliged to ensure that this notice is also displayed on all copies made.
  - f) Use the Confidential Information only for the purposes of fulfilling its obligations under this Agreement.
  - g) If the Partner is obliged by law to disclose Confidential Information, the Partner is obliged to immediately inform LURITY of this fact. If LURITY reasonably prevents or refuses to comply with an official request for the disclosure of Confidential Information, the Partner undertakes to provide LURITY with appropriate assistance.

## **6. Termination of the contract**

- 6.1. Both parties may terminate this Agreement at any time in their sole discretion. The Agreement shall terminate seven (7) days after the other party is notified of this fact. In the event of termination of this contract by the Partner, the realized Advertisement is payable immediately.

- 6.2. LURITY may terminate this Agreement with immediate effect if:
- a) The Partner violates any provision of this Agreement and fails to remedy the breach within two days of receipt of the LURITY notice specifying the breach and requesting its correction.
  - b) The Partner breaches this Agreement and the breach cannot be remedied.
  - c) The Partner breaches this Agreement in a manner that adversely affects LURITY's ability to make a profit or damages the reputation of LURITY or the LURITY Supplier.
  - d) The Partner shall take any step towards the appointment of a liquidator, liquidator, temporary liquidator or other person for a position which will enable such person to dispose of the Partner's assets or business, even in part.
  - e) The Partner will be inactive for twelve (12) consecutive months.
  - f) There is a reasonable suspicion that the Partner has committed fraud.

## **7. Changes**

- 7.1. LURITY may amend this Agreement at any time with immediate effect by posting a new agreement (Advertising Terms) at the website below. The partner is bound by the new conditions at the time of their publication. In the event that the Partner does not agree with the wording of the new conditions, he has the right to terminate the contract in accordance with Article 6. The conditions of advertising (contract) and their changes will be published on the Site.

## **8. General provisions**

- 8.1. The Partner and LURITY have agreed that the Partner is considered an independent company for all legal purposes. The Partner is solely responsible for fulfilling its own tax or insurance obligations, reimbursing its employees, and for all other matters related to the activities under this contract.
- 8.2. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Slovak Republic. Each of these parties irrevocably submits to the jurisdiction of a court in Slovakia.
- 8.3. The rights and obligations under this agreement are non-transferable without the prior written consent of the other party, except as provided by law. Any transfer without the prior written consent of the other party is considered invalid.