

# GENERAL TERMS AND CONDITIONS FOR SYSTEM USAGE AGREEMENT

## For Advertisers

The undersigned AD Solutions Kft. (registered office: 1031 Budapest, Lilla utca 8., tax number: 11695057-2-41), as the Contractor, provides the ordered system usage to the Client under the terms and conditions set out in these GTC, which the Client accepts by using the system, acknowledging and agreeing to them.

### 1. Subject of These GTC

1. The Contractor states that it possesses consumer databases necessary for the advertising operation of websites and online advertising platforms and has the required knowledge, experience, and know-how for both direct and mediated sales.

2. The Contractor further declares that it has contractual relationships with certain website operators to utilize specific sections of the websites they operate (hereinafter: sections) for advertising purposes, using its own resources, at its own risk and benefit.

3. The Contractor owns the software that manages the entirety of these websites and other online advertising platforms, databases, and advertising campaign management services, including settings and campaign optimization, and provides services to the Client through this automated system.

4. The Client orders online-based marketing services from the Contractor according to these GTC, which the Contractor agrees to provide by operating the described system under these GTC. The Contractor, as the exclusive right holder of the service tool, declares that if the services provided are reclassified as advertising services under the Civil Code or the Advertising Law, it will act as the advertiser and fulfill the tax payment and reporting obligations as stipulated by the Advertising Tax Law.

### 2. Basic Obligations of the Client

1. The Contractor provides the Client with the system specification and usage description on the <https://www.netadclick.com> website. The Client is responsible for the messages and advertising content provided to the Contractor, ensuring their legal and ethical compliance.

2. The Client is also responsible for possessing the necessary official permits for the goods and services advertised and ensuring that their distribution does not violate any laws.
3. The Client is responsible for ensuring that the content provided does not harm or infringe upon the rights, property, or intellectual property of third parties.
4. The Client is fully liable for damages and omissions caused by violations of the above. The Contractor is entitled to the advertising fees described in the Netadclick.com media offer or, in the case of a specific system usage agreement, the fees stipulated therein.
5. The Client shall record the parameters of the ordered advertising campaign, including the start and end dates and the desired quantities, both in the online account and in the specific system usage agreement.
6. The Contractor is obligated to commence the order fulfillment within 1 working day, according to the online account or the specific system usage agreement. The Contractor will issue the invoice for its fees on the campaign start date, with a 30-day payment deadline. Any deviations from this are only possible with mutual agreement and must be recorded in the specific system usage agreement.

### **3. Payment Terms**

1. The Client is obligated to pay the service fee based on the Contractor's invoice within 8 days for newsletter sending, analytics, and market research database building services, and within a maximum of 30 days for advertising display services, from the date of receipt of the invoice.
2. In case of late payment by the Client, the Contractor is entitled to late payment interest as per the Civil Code. The Contractor is entitled to limit or suspend the service after a delay of more than 30 days. The parties agree that the specific system usage agreement is for a fixed term, corresponding to the performance period or until the service or budget is exhausted, and therefore cannot be terminated by ordinary notice.

### **4. Termination Conditions**

1. Either party is entitled to terminate these general terms and conditions with 90 days' notice. The parties agree that if either party breaches any material obligation under this agreement, the other party is entitled to terminate the agreement immediately (with immediate effect) as follows. The Contractor is entitled to immediate termination in the following cases, in addition to the contractor's fee claim recorded in the specific system usage agreement:

- if the Client is in default of payment for at least 60 days;
- if the Client uses the system in a manner contrary to its intended purpose or the contract and fails to cease such behavior within 15 days after receiving written notice from the Contractor;
- if the Client uses the software contrary to its intended purpose or the contract, hacks it, or provides access to others;
- if the Client's liquidation or bankruptcy proceedings are ordered by the court.

## **5. Intellectual Property Rights, Business Secrets**

1. The Client does not acquire any user rights to the system, software, or database from these general terms and conditions or the specific system usage agreement. The parties agree to treat the contents of this agreement as confidential.

2. The parties may not, without the written consent of the other party – except as provided by law – make available or disclose to third parties any information or documents related to this Agreement, especially information deemed secret or confidential about the parties' business or marketing activities, business concepts, plans, or methods ("business secret").

3. Business secrets include all facts, information, solutions, or data related to the parties' economic activities (including advertising activities) that are worthy of protection and whose confidentiality is in the parties' legitimate interest. It is considered a breach of business secrets if a fact, information, solution, or data is acquired, used, or disclosed in any other way without the party's consent, or if the other party's source code, source file, and know-how accessible to the Client is disclosed.

4. It is also considered a breach of business secrets if a party acquires business secrets without the consent of the other party, with the help of a person with whom the acquiring party had a fiduciary relationship or business connection at the time of acquiring or prior to the acquisition. It is not considered a breach of business secrets if a party uses or discloses data that has already become public from another source. The party violating the confidentiality obligation is obliged to fully compensate the innocent party and to pay a penalty of at least HUF 500,000 per breach.

5. The Client agrees that the Contractor may display and communicate the Client's name, logo, domain, or website URL on the Contractor's website, offers, presentations, and other promotional materials as a cooperating partner. The communication of the cooperation for such a purpose and in such a manner is not considered a breach of business secrets.

## **6. Personal Data Processing**

1. The Client expressly accepts and undertakes to incorporate into its own data processing notice and to include therein that the Contractor, as a data processor, may access and process the following data of users visiting the Client's website, as the data controller, for the purposes of advertising optimization, statistics, serving advertiser preferences (data processing purposes), and optimizing the website owner's advertising revenue: device ID, IP address, browsing habits, behavioral information, geo-location, conversion, purchase data, remarketing information, subject to the user's consent for data processing. Beyond the statistical data processing purpose, the user may consent to the creation of an advertising profile and to participate in targeted advertising programs based on their advertising profile.

2. The Client is responsible for ensuring that if the services requested by the Client require the Contractor to place cookies on the visitors' devices, the users are adequately informed about the specific cookie-based data processing in compliance with Article 13 of the General Data Protection Regulation (EU) 2016/679 of the European Parliament and Council. The Client is responsible for ensuring and guaranteeing that (i) for data processing purposes based on consent, the conditions for obtaining consent are met, including the application of the conditions stipulated in the General Data Protection Regulation, under which consent is considered valid, while (ii) for data processing purposes based on legitimate interest, the Client ensures the possibility for the user to exercise their right to object. This notice constitutes an excerpt; the full notice and the Contractor's current data processing notice, along with the general terms and conditions for data processing, are available through the link provided in the footer of the Contractor's website.

3. By disclosing the Contractor's name, contact information, the fact of data processing by the Contractor, and the availability of its data processing notice, the Client guarantees that in cases where users have given their consent, the Contractor has a valid and appropriate legal basis for processing those data under Article 7 of the General Data Protection Regulation. The Client is solely responsible for any damage caused by failure to comply with this obligation or by non-compliance with this commitment and is fully liable to the Contractor.

## **7. Newsletter Service**

The Client is entitled to use the newsletter software provided by the Contractor, allowing them to upload and manage a newsletter database. The database may contain personal data such as the names, email addresses, phone numbers, company names, titles of the recipients, as well as previous purchase and interest data (hereinafter: Database). The Client may send targeted, personalized newsletters to an unlimited number of

recipients based on the data in the Database and may also create and send individual content messages based on the recipients' behavior.

The Contractor securely stores and manages the data in the Database and is responsible for sending the newsletters. The Client must ensure that their partners are adequately informed about the Contractor's data processing activities, including data processing purposes, storage duration, and the rights of recipients in accordance with GDPR requirements.

The Contractor is entitled to collect, store, and use browsing data related to email addresses for statistical analysis and advertising purposes. In performing these activities, the Contractor guarantees that the necessary technical and organizational measures prescribed by GDPR are applied to protect personal data.

## **8. Payment Terms**

By accepting the General Terms and Conditions, the Client declares that they have familiarized themselves with the conditions set out in the specific agreement or the current tariff rates. The Client undertakes to pay the service fee.

within 8 calendar days following the completion of the service, based on the issued invoice.

If payment is not made within the deadline, the Contractor is entitled to charge late payment interest and to suspend further services, possibly suspending or terminating the Client's account.

The Client agrees to pay a monthly system usage fee for the newsletter service, as well as a per-email sending fee based on the number of emails sent. The basis for settlement between the Parties is the sending statistics provided by the Contractor.

## **9. Market Research and Database Building Module**

The Contractor provides a platform that allows the Client to create their own surveys and survey interfaces. The Contractor securely stores and manages the questions created by the Client and the responses to those questions. The Contractor is entitled to store the responses linked to the Client's partners' email addresses and browsing data, which the Client may use for newsletter sending, ad distribution, and ad optimization purposes.

The Client is responsible for adequately informing survey respondents, visitors, and users about the scope of the stored data, their intended use, and is fully liable for data processing compliance. The Client is responsible for ensuring that data processing fully

complies with GDPR requirements in all respects, particularly regarding the purpose of data processing, legal basis, storage duration, and the rights of the data subjects.

The Contractor ensures that the necessary technical and organizational measures required by GDPR are applied to protect the stored data, and guarantees the security of the processed data under all circumstances.

The Client agrees to pay a monthly system usage fee for the market research and database building service, unless otherwise specified in the specific system usage agreement.

By accepting the General Terms and Conditions, the Client declares that they have familiarized themselves with the conditions set out in the specific agreement or the current tariff rates. The Client undertakes to pay the service fee within 8 calendar days following the completion of the service, based on the issued invoice.

If payment is not made within the deadline, the Contractor is entitled to charge late payment interest and to suspend further services, possibly suspending or terminating the Client's account.

## **10. Force Majeure**

1. Any event or circumstance that is unforeseeable by the Parties and is unavoidable even with generally expected care and diligence, making it impossible for one or both parties to fully or partially fulfill any obligation under this relationship, or making it possible to fulfill only after a delay due to the removal of such an obstacle, including war, revolution, rebellion, other disturbances, floods, fires, earthquakes, severe epidemics, strikes, etc., provided that such a circumstance genuinely prevents the Party from fulfilling its obligations under this relationship, shall be considered force majeure.

2. If one party is unable to fulfill its obligations under this Agreement in whole or in part due to force majeure, the obligations of the party shall be suspended to the extent prevented by force majeure for the duration of the inability to perform. The party affected by force majeure is obliged to notify the other party of the force majeure situation within 3 working days after becoming aware of the circumstance and the occurrence of the event, and to continuously inform the other party of significant developments related to the force majeure.

3. The above notification should include a reasonably detailed description of the force majeure situation and specify the expected duration necessary to eliminate the force majeure situation. The party affected by force majeure must make all reasonable efforts to eliminate the force majeure situation as quickly and economically as possible.

4. Neither party may rely on a force majeure situation for failure to perform an obligation if it has not complied with the above notification obligation. If any provision of this agreement, or any part of a provision, is invalid, it does not affect the other provisions of this agreement or the remaining parts of the provision, which remain fully valid, unless the parties would not have entered into this agreement without the invalid part.

## **11. Miscellaneous Provisions**

1. The Parties stipulate the written form as mandatory for this Agreement. Written communication includes declarations transmitted by postal mail, courier, or email to the registered office and designated representatives as stated in this Agreement.

2. If any change occurs in the data of either party, they are obliged to notify the other party in writing in a verifiable manner. If such notification is not made, any communication sent to the original address shall be considered valid and effective, regardless of the success of the delivery.

3. The parties agree to consult in the event of any dispute arising from this Agreement, failing which the courts of the Contractor's registered office shall have exclusive jurisdiction. The parties declare that they have entered into this Agreement with full knowledge of all necessary facts and circumstances, based on market conditions, and after careful consideration.

4. Matters not regulated by this Agreement shall be governed by the provisions of the Civil Code, Copyright Law, and other applicable Hungarian laws. The Contractor is entitled to unilaterally amend these general terms and conditions, which the Client must be notified of 30 days before the amendment takes effect.

5. If the Client explicitly objects to the unilateral amendment, the Parties shall attempt consultations, and if no agreement is reached, both Parties shall have the right to terminate their cooperation with 60 days' notice.

Budapest, 24 August 2024.