

GENERAL TERMS AND CONDITIONS of programmatic sale

These terms and conditions (hereinafter "Agreement" or "Terms and Conditions" or "GTC") are between **Internet Billboard a.s.** with its registered office at Novoveská 95, 709 00 Ostrava, Czech Republic, registered in the register of Regional Court in Ostrava, Section B., Insert 3451, ID Number 25842404, VAT Number CZ25842404, Bank: Komerční banka a.s., IBAN CZ16 0100 0000 4371 1454 0277 (payment in CZK) and IBAN CZ17 0100 0000 4371 1465 0257 (for payment in Euro) ("**Provider**") and/or ("**Party**") or collectively ("**Parties**")

and

the holder of the **iBILLBOARD account or Ströer account** ("**Customer**") and/or ("**Party**") or collectively ("**Parties**"). Further provisions of this document shall relate term Customer to a publisher/website/ad network ("**Publisher**").

The Provider reserves the right to change the Terms and Conditions of which Provider shall notify the Customer by publishing the new wording of Terms and Conditions on the website www.ibillboard.com two weeks prior to the commencement of their effectiveness. Lack of Customer's statement of withdrawal from the Agreement made before commencement of the effectiveness shall be considered as the acceptance of new wording of terms and conditions.

If Customer does not agree with any of the terms and conditions, the only option for Customer is not to use the services of programmatic sales.

1. Definition of Used Terms:

„iBB services” - means technological services of the Provider connected to the programmatic sales of Ad Inventory of the Publisher via the SSP system;

„SSP system” – means the system, or more systems, via which the Ad Inventory of the Publisher is provided and by which the Advertiser may purchase the emission of the Ad over the Ad Inventory;

„Online Property” - means a website, mobile application, media player or other object in the online environment;

„Publisher” – means a representative who owns or operates specific Online Property and provides Ad Inventory from this Online Property to Advertiser/s;

„Ad Inventory” – means parts of the Online Property dedicated for the Ad display that Publisher makes available through SSP system for Advertiser/s;

„Advertiser” – means a representative who seeks to place an Ad over the Ad Inventory;

„Ad” – means text-based, graphical, interactive, rich media or video online advertisement of different sizes and types;

„SSP code” – is the application code of the SSP system that needs to be put in the Online Property. This code then enables an Ad display over Ad Inventory at certain size and placement;

„Ad display” or “Impression” – means display of an Ad at the Ad Inventory;

„Ad click” – the action of clicking on the displayed Ad by the visitor of the website;

„Invalid display of Ad and/or click” – means such Ad display and/or Ad click, which was made in a deceptive way;

„Private deal” – means an Ad campaign, for which the Advertiser and the Publisher have agreed on specific conditions, ie. display of specific Ads on specific Ad Inventory in the defined extent (period of time, display, clicks etc.);

„Indirect campaign” – means an Ad campaign without specification of exact website and exact time of delivery of Ad content;

„Floor price” – means price set up by the Publisher in the SSP system, ie. minimal price for the unit of Publisher's Ad

Inventory, price that Publisher demands for the sale of his Ad Inventory

„Publisher Earning” – means the Publisher's remuneration, which is based on the total sales of the Ad Inventory via SSP system, ie. Valid Display of Ads on the Publisher's Ad Inventory;

„Provider's margin” – means the Provider's remuneration, which is calculated from the amount paid by the Advertiser for the purchase of the Ad Inventory in the SSP system;

2. SSP System

The SSP system in the context of these Terms and Conditions means the technological platforms iBILLBOARD SSP and Ströer SSP that the Provider operates or may offer for use within the scope of the iBB services. The Customer can use either of these systems on its own or both at the same time.

2.1. SSP system shall enable:

- (i) Publisher to offer its Ad Inventory for sale via SSP system;
- (ii) Advertiser to purchase Publisher's Ad Inventory in order to display its own advertising

2.2. The SSP system is granted subject to the following restrictions:

- (a) the SSP system shall be used or accessed only by individual persons authorized by Customer to access the SSP system, solely using a user identifier and password provided to Customer by Provider;

and

- (b) Customer shall not license, sublicense, reassign, distribute or otherwise commercially exploit or make the SSP system available to any third party. Supply of statistics access to third party does not mean the infringement of this clause.

- 2.3. Customer releases Provider from all liability in a scope related to Customer's acquisition (or failure to acquire) of specific result, provision, usage or other activity with respect to the usage of the SSP system. Provider makes no guarantee regarding the level of Ad displays or Ad clicks, the timing of delivery of such displays and/or clicks, or the amount of any payment to be made to Customer in connection with the SSP system.
- 2.4. Publisher specifically acknowledges and agrees that Provider doesn't have control over any content of displayed Ads that may be available or published on any Publisher Online Property.
- 2.5. The Provider represents and warrants to the Customer that it shall provide the SSP system in a professional and workmanlike manner.

3. Application Service Provider (ASP) Services

- 3.1. The SSP system is provided in a form of ASP service, which means that the used service is provided on the technical platform of the Provider or his partners, with data traffic and all necessary hardware investment related to the operation of the SSP system are ensured by the Provider or his partners.

4. Copyrights

- 4.1. Usage of SSP system shall not mean the transfer of proprietary copyrights by means of temporary or permanent license or by any other means. Using SSP system shall not in any way affect existing copyrights, intangible industrial rights (trademarks, patents) and/or similar rights. Any and all such rights shall remain the property of the Provider or his partners.

5. Usage of SSP system

- 5.1. The Provider will abide by all mandatory provisions of law, the rules and other regulations that are applicable to provision of the SSP system as set forth herein. The Provider may share aggregate (i.e. not personally identifiable) information about Customer with advertisers, publishers, business partners, sponsors, and other third parties. Additionally, Customer grants to Provider a non-exclusive license to republish in any medium advertisements, web pages, banners, interstitials or other content for purposes of marketing.
- 5.2. The Customer agrees to abide by all mandatory provisions of law, the rules and other regulations that are applicable to its use of the SSP system in the country of the Agreement fulfilment. The Customer shall use the SSP system solely for its legitimate business purposes as contemplated by this Agreement and shall not:

- (i) interfere with or disrupt the integrity or performance of the SSP system or the data contained therein; and/or
- (ii) attempt to gain unauthorized access to the SSP system or its related systems or networks.

- 5.3. The Publisher acknowledges, that not every Ad display over his Ad Inventory shall be monetary remunerated, due to the fact, that the Provider can, in reasonable volume, display Ads for marketing purposes of SSP system and/or due to determining the performance test of non-impression orientated campaigns.

- 5.4. The Customer is fully responsible for correct and at all times updated information, which is related to the use of the Customer's account in SSP system.

- 5.5. In case of any disputes regarding the number of Ad displays, clicks etc. the Customer acknowledges that the only valid statistics are the Provider's statistics.

- 5.6. Neither Party shall be liable by reason of any failure or delay in the performance of its obligations herein which failure or delay were caused by force majeure, including but not limited to electrical outages, lack of access to the Internet, riots, insurrection, acts of terrorism, war (or similar), fires, flood, earthquakes, explosions, and other examples of force majeure.

6. Exclusions

- 6.1. The Customer acknowledges that the Provider does not warrant that the SSP system will be provided in an uninterrupted or error-free way at all times. Due to the nature of the service, the Provider makes no guarantee with respect to the revenue or meeting the conditions for Ad display

7. Prohibited Conduct

- 7.1. The Provider will not permit Customer to engage in any conduct that produces, relates to or has characteristics of Prohibited Conduct. Result of Prohibited Conduct can be discontinuation of the iBB services and/or contractual penalty according to the paragraph 11.1 of this GTC. "Prohibited Conduct" is defined as:

Customer shall not:

- (a) use any method (robots, spiders, auto reloading etc.) of generating artificial or fraudulent impressions;
- (b) intentionally place SSP codes on blank web pages or Online Property, which contains only Ad Inventory without any additional content or services provided to the visitors of this Online Property, clearly intended only for the purposes of generating Ad displays; if content of any web pages is subsequently removed, Publisher must promptly remove the SSP Codes from these web pages;

- (c) place SSP codes on non-approved Ad Inventory or in such a fashion that may be deceptive to end users;
- (d) use invisible methods to generate impressions, clicks, or transactions that are not initiated by the affirmative action of the end-user;

or

- (e) attempt in any way to alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the SSP system, SSP codes (tags), source codes, links, pixels, modules or other data provided by or obtained from the Provider that allow Provider to measure performance and provide the service.
- (f) Customer declares that it will not modify, adapt, translate, prepare derivative works, decompile, reverse engineer or otherwise attempt to derive source code of the SSP system.

7.2. Customer shall warrant that no website or Online Property shall contain, promote, reference or have links to:

- (a) hate material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or family status, or any other materials deemed unsuitable or harmful;
- (b) illegal software etc.;
- (c) illegal or deceptive actions or practices or violations of the intellectual property or privacy rights of others;

8. Payment Terms and Price Policy

8.1. Publisher

8.1.1. During the term of Agreement and provided the Customer is not in breach of these Terms and Conditions, the Provider will pay Publisher Earnings resulting from the total sale over his Ad Inventory.

8.1.2. Publisher Earning from the Ströer SSP system shall be paid in the currency Euro (EUR) and the Publisher Earning from the iBILLBOARD SSP system shall be paid in the currency Czech crown (CZK).

8.1.3. The Publisher defines his own required Floor Price at which he is willing to provide his Ad Inventory for sale. The required Floor Price is defined by the Publisher in the SSP system. This price will be increased by the Provider's margin.

8.1.4. The Publisher is entitled to remuneration only from valid impressions and/or clicks.

8.1.5. The Publisher Earning shall be paid in accordance with the invoice, issued by the Publisher, based on the exact data from the SSP system. The Invoice shall be paid by the Provider within sixty (60) days. The Publisher shall issue invoice for any not yet invoiced remuneration for a given calendar month to the last day of such calendar month and, if not agreed otherwise, send it to invoices@cz.stroer-labs.com

8.1.6. The Publisher shall be obliged to issue invoice for any not yet invoiced remuneration, at any amount, no later than tenth (10.) day of calendar month, following after the finished calendar month, from which claim to remuneration is originated.

8.1.7. For each case of Publisher's failure to comply with the paragraph 8.1.6. of this GTC, the Provider is entitled to lower the Publisher Earning by the amount of 35 EUR, or to the full amount of Publisher Earning, if lower than 35 EUR.

8.1.8. If Advertiser objects to the status or results of his campaigns, specifically Invalid display of Ad and/or click in the SSP system, and his objections are found legitimate, the Publisher Earnings can be lowered for the objected financial claims in the SSP system over the Publisher's Ad Inventory. In case such objection was related to the already paid remunerations, Provider reserves right to lower the next monthly Publisher Earnings, in the objected amount.

8.1.9. The Publisher qualifies for the Publisher Earning provided that the Provider had received a signed "Contract on Providing Services for Advertisement Management for Publisher". The entitlement for Publisher Earning arises on the first day of calendar month, in which the Contract was signed by the Contracting Parties.

8.1.10. Publisher Earning for a given calendar month, used in SSP system is the net amount. To this amount the VAT tax shall be added and paid by the Publisher in the country of his origin.

8.1.11. At the end of a calendar year the Provider might pay the Publisher all unpaid Publisher Earnings. The payment shall be made on the bank account provided in the Contract on Providing Services for Advertisement Management for Publisher.

8.2. Provider

8.2.1. The Provider will pay all amounts by wire transfer on a monthly basis. If the total amount payable is less than amount of 100 EUR or its equivalent, the Provider may, at its discretion, defer payment until such month when the amounts payable to the Publisher exceed the mentioned amount. The Provider reserves the right to withhold payment for the Publisher that violates any of the terms and conditions set herein.

8.2.2. The Provider shall pay from his margin the costs associated with the technology fee, promotion of the system, development of new sales channels, and development of the system.

9. Trade Secrets, Processing of personal data

- 9.1. Parties shall retain all information connected with SSP system confidential.
- 9.2. iBB services include activities that can involve processing of personal data according to any and all applicable privacy and data protection laws and regulations. Including, without limitation GDPR (Regulation (EU) 2016/679) and the state laws supplementing the GDPR Regulation.
- 9.3. The parties are committed to fulfil all obligations ensuing from the laws and regulations, as described in the section 9.2 above, if applicable to their cooperation.
- 9.4. With respect to compliance with the obligations specified in Section 9.3 above, the Parties shall:
- (a) conclude an agreement on the processing of personal data;
 - (b) within the fulfilment of the obligation to inform the data subjects, the Publisher shall list Provider as a processor of the personal data of the data subjects (visitors of his Online Property) within his privacy policies or elsewhere within his Online Property;

10. Indemnification

- 10.1. Customer will hold Provider, its parent or subsidiary companies, affiliates, officers and employees harmless, including costs and attorneys' fees, from any third party claim proceeding, suit, investigation or demand due to or arising in whole or in part out of Customer's access to the SSP system, use of the SSP system, the violation of these terms and conditions by Customer, or the infringement by Customer, or any third party using the Customer's account, of any intellectual property or other right of any person or entity. The Provider is not liable in any way for a correct Ad placement by the Publisher or for the Ad's content.

11. Contractual Penalties

- 11.1. The Provider is entitled to claim the payment of a contractual penalty of 5 000 EUR for each violation of this Agreement by the Customer. This section especially applies to sections 5.2 and 7 of this GTC.
- 11.2. Payment of the contractual penalty does not affect the right for compensation for damages.

12. Duration of Agreement and Termination

- 12.1. The Agreement comes into effect upon commencement of usage of SSP system.

- 12.2. Provider may also terminate or suspend SSP system and its access immediately, without prior notice or liability and shall bear no liability for such actions, if Customer breaches any of the terms or conditions herein.

- 12.3. Upon termination of the Agreement, the Publisher's right to use the SSP system will immediately cease and Publisher will remove all SSP codes from the Publisher's Ad Inventory, with the exception where the Publisher is using the iBILLBOARD Ad Server. In case the Publisher fails to remove SSP codes from the Publisher's Ad Inventory, the Provider has the right to use free of charge the Publisher's Ad Inventory space for the Provider's purpose and display in it its own advertising campaigns or advertising campaigns of third party.

13. Final Provisions

- 13.1. Any and all disputes arising from or in connection with this Agreement shall first be resolved by mutual negotiations of Parties, while Parties shall make every reasonable effort to reach an amicable solution.
- 13.2. If Parties fail to resolve any dispute by negotiations, such dispute shall be resolved by the competent courts of Czech Republic and shall be governed by the laws of the Czech Republic.