

## Indamedia Sales - General Terms of Advertising

### I. Definitions

- a) **Advertiser:** the person (or other legal entity) in the interest of whom the advertisement is published, as well as who/which, for its own interest orders the publication of advertisement or other services from Indamedia Sales.
- b) **Advertisement:** any and all publication, communication or other form of appearance that intends to promote sales or other form of use of transferable movable property – including money, securities, financial assets, as well as forces of nature being subject to utilization (hereinafter collectively „products”) - , services, real estate, pecuniary rights (hereinafter collectively „goods”) or, in connection with such goal, to promote in any way the name, label, activities and/or goods or trademark of the Client or the Client’s principal.
- c) **Advertising Statistics:** statistic data generated by the ever-used advertisement service system of Indamedia Sales providing daily publishing data on the Advertisements by the number of creative and publishing sites and recording the number of appearances (ad view, hereinafter: AV) and visits (click-through, hereinafter CT). Online Advertising Statistics are provided by the adserver of Gemius AdOcean.
- d) **Indamedia Sales: Indamedia Sales Kft.** (seated in 1036 Budapest, Lajos street 48-66. Building E; registration No. Cg. 01-09-182590) a corporation that typically sells the media faces of websites and the radio broadcasting operated by Index.hu Zrt. and other subsidiaries of the Indamedia Group, as well as the media faces of those other publishers or mediaowners who mandates Indamedia Sales to provide them sales and complex mediaservices (e.g. mediaplanning, mediapurchase, PR or other communications services)
- e) **Indamedia Group:** subsidiaries of Indamedia Network Zrt.
- f) **Client:** where the Advertiser orders Advertisement to be published by Indamedia Sales for its own interest, Advertiser and Client should mean the same person. If, however, publishing the Advertisement is ordered by an agency engaged by the Advertiser, then the former is referred to as Client.
- g) **GTA:** General Terms of Advertising of Indamedia Sales (the present document).
- h) **GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- i) **Grtv.:** Act No. XLVIII f 2008 on Economic Advertising Activities.
- j) **Infotv.:** Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information.
- k) **Individual Contract:** Individual agreement concluded between Indamedia Sales and the Client for publication of Advertisements and providing other services.
- l) **List Price:** the officially published (tariff) price regarding certain advertisement faces and as such, basis of the advertisement fee calculation.
- m) **Net-net Price:** the relevant price of publishing the Advertisement (including markups and excluding discounts and commission) without VAT.
- n) **Political Advertisement:** Advertisements that a) constitute invitation or call, as well as influence to support successful participation of political party or political organization, its candidate at the elections, or to support its initiation of referendum; b) promotes the name,

activities, objectives, symbols, emblems, or the general picture thereof. In cases of advertisements regarding individual communications of the prevailing government and/or its ministries, background organizations, public non-profit organizations, political parties or organizations cooperating with or judging the activities of political parties outside the referendum or election terms Indamedia Sales reserves the right to make discretionary decision on the classification thereof on a case by case basis.

- o) **Publication:** are the following products sold by Indamedia Sales:
  - regular and periodical publications and other case by case products connected thereto;
  - media faces of the websites sold by Indamedia Sales as well as their mobile browsers and mobile applications and tables faces;
  - special audio and audiovisual products by Indamedia Sales.
- p) **Event:** a professional meeting organized for a specific purpose, at specific place and time in connection to a Publication (e.g. presentation, conference, workshop etc.)
- q) **Special Advertisement:** means
  - any online Advertisement that differs from the normal, fixed size Advertisements specified in the price list and/or covers other contents, suspends or breaks off page download and/or intended use thereof, and the appearance of which requires intervention regarding page code;
  - any online Advertisement the service of which is different from standard forms of services, including but not limited to the case if such particular character is the base of settlement;
- r) **Advertising to Society ("TCR"):** a publication, communication or message of public interest that is not classified as a political advertisement, does not contain commercial interests, does not serve advertising purposes; it is published with or without compensation, and seeks to influence the viewer to achieve a public interest or goal.
- s) **Trade Secret:** any and all information, data, document (i) coming to the knowledge of the Client by the activities of Indamedia Sales in the course of the advertising, especially those connected to its operation, management, used discount rates, activities, and its clients; (ii) client lists and all information regarding its clients, and also the data connected to the Client's activities and management that come to the knowledge of Indamedia Sales in the frames of the present GTA or the advertising agreement. Therefore, discounts and net-net advertisement values included in the advertisement contract shall especially constitute trade secret.

## II. Preambles

- 2.1 Indamedia Sales undertakes to publish Advertisements on the media faces sold by it under the terms and conditions of the present GTA.
- 2.2 Publishing of Advertisements on the media faces sold by Indamedia Sales shall take place in accordance with the provisions of Individual Contracts concluded by and between Indamedia Sales and Client. The entire agreement between the Client and Indamedia Sales shall be constituted jointly by the Individual Contract and the present GTA. Client hereby acknowledges that by signing the Individual Contracts the contents of this GTA shall be considered acknowledged and agreed upon by the Client.
- 2.3 Client acknowledges that if it fails to send Indamedia Sales the duly signed Individual Contract, but it provides Indamedia Sales a concrete individual order to publish a specific

Advertisement, by sending the individual order to Indamedia Sales it accepts the provisions of both the Individual Contract and this GTA.

### **III. Provisions Regarding Order Placement**

#### **3.1 General Terms**

- 3.1.1 Indamedia Sales accepts the orders only if they are provided in written form (by mail, or e-mail). Registration shall be considered as order only after the receipt and confirmation of the duly signed individual advertising contract by Indamedia Sales. Indamedia Sales is entitled to assume that the signed order of the other party and its confirmation include an order intention, if it contains the seal of the ordering party.
- 3.1.2 When ordering publication of an Advertisement, Client shall give the name, seat or permanent place of business, its postal address where the invoices or other information shall be sent, the bank account number of its company, and shall present the registration number and tax number thereof. If the Client is different from the Advertiser, the name of the Advertiser and the subject of the Advertisement shall be given as well.
- 3.1.3 In the order, the Client shall state the way of payment, by accepting the following provisions specified in Article IX below.
- 3.1.4 If the creative is prepared or have prepared by the Client, it shall be provided to Indamedia Sales in the case of publication in online, audio or audiovisual media not later than two (2) working days prior to the date of publication; If the creative is prepared by Indamedia Sales, then the Client shall provide to Indamedia Sales or its dedicated subcontractor all information and material necessary to prepare the relevant Advertisement creative by the specific deadline determined by Indamedia Sales or its dedicated subcontractor, as the case may be.

Client hereby acknowledges further, that if Indamedia Sales cannot publish the Client's Advertisement via the advertising face ordered by the Client due to a delay within the sphere of interest of the Client (e.g. because Client failed to present or failed to present in the form suitable to the advertising specifications of Indamedia Sales the necessary creative two (2) working days prior to the publication), the entire amount of the Advertisement fee (after deduction of discounts and commission) will be invoiced.

- 3.1.5 In case of delay within the scope of interest of the Client, Indamedia Sales undertakes no warranty for the publication of the ordered Advertisements; however, its invoice shall be based on the ordered volume in accordance with the provisions of the previous paragraph. Indamedia Sales is entitled to handle orders under the same contract No. as one order.

#### **3.2 Specific Provisions in case of Online Publications**

- 3.2.1 Client shall provide Indamedia Sales the prepared creative of the Advertisement that meets the criteria laid down by the Technical Specifications available at <http://indamediasales.hu/>, unless it orders preparing of the creative from Indamedia Sales. Indamedia Sales accepts the creatives electronically, at the e-mail address [rendeles@indamedia.hu](mailto:rendeles@indamedia.hu) or the other availabilities listed on <http://indamediasales.hu/>.
- 3.2.2 In case of certain products, it is possible to order the publication of landscape roadblock Advertisement on a certain thematical face, according to the favourable conditions of the List Prices. However, if the Client sends to Indamedia Sales moving banner attached to the order or it places a moving Advertisement behind the relevant Advertisement code, Indamedia Sales will automatically interpret as if publication of moving banner was made, without having regard to the content of the order itself, and it is entitled to apply the rules

and conditions of the moving banners to the Advertisement. Furthermore, in such cases Indamedia Sales is entitled to charge additional penalty that equals to 30% of the Net-net Price payable for the publication of the ordered Advertisement as moving banner.

- 3.2.3 Indamedia Sales gives the opportunity to certain of its agency Clients to make their advertising reservations through an online surface operated by Indamedia Sales and available at [displayfirst.hu](http://displayfirst.hu). In such case Client shall give a dedicated administrator at the registration who may handle the reservations on behalf of the Client. Reservations shall be made at the surface at least 3 working days prior to the starting date of the campaign otherwise Indamedia Sales cannot make sure that fulfilling the ordered campaign will start at the date and surface indicated in the order. Indamedia Sales technically confirms receiving the reservation made at the surface within 24 hours which however does not constitute an acceptance. In such case the provision of point 3.1.1 shall also be applied: registration shall be considered as order only after the receipt and confirmation of the duly signed individual advertising contract by Indamedia Sales. In case of online reservations, advertisement fee shall be paid monthly in arrears based on the invoice issued by Indamedia Sales. In all other matters the provisions of the GTA shall be applicable to such type of orders.

### 3.3 *Special Provisions in case of Events*

- 3.3.1 In case of ordering Advertisement connected to an Event, specific rules, deadlines and the parameters connected to such specific Event shall be regulated in details in the Individual Contract.

## IV. General Terms of Publishing of Advertisements

- 4.1 Indamedia Sales undertakes to publish the ordered Advertisements under the best available technical and esthetical conditions under the given circumstances.
- 4.2 The Client acknowledges that the advertising faces ordered in the course of the campaign may be partially or as whole provided by Indamedia Sales by involving independent subcontractors. Indamedia Sales warrants that it has all legal background to sell these outside faces, and the sale of these faces are based on general contracts with the involved subcontractors.
- 4.3 Indamedia Sales accepts orders of above net-net 50.000 HUF + VAT.
- 4.4 The Client shall be entitled to request that its (display) Advertisement shall not be published together on a certain site in the frames of downloading the same page with the (display) Advertisement of its competitor named by the Client (exclusion of concurrency). Indamedia Sales can only accept requests for exclusion of competitors on the Index main page in the form of edited content (sample: [http://ajanlat.indamediasales.hu/tmp/index\\_cimlap.jpg](http://ajanlat.indamediasales.hu/tmp/index_cimlap.jpg)).

The Client is obligated to notify Indamedia Sales about such request at the time of ordering the advertising campaign. In such case Indamedia Sales is entitled to establish an extra charge with the rate of 5 % regarding the discounted Advertisement fee after each company named as competitor to be excluded as specified above regarding the appearances of the respective campaign. (Calculation example: the advertisement fee after deduction of discounts is HUF 1,000 and the Client wishes to exclude two competitors with regards to its advertisements. In this case the extra charge is 5% per competitor, altogether 10 %, therefore the relevant advertisement fee to be paid equals to HUF 1,100.)

Competition exclusion can be guaranteed only for directly sold campaigns by Indamedia Sales, exclusivity is not available for advertisement of automated systems. Competition

exclusions also can not be guaranteed on mobile pages according to Google AMP ([Accelerated Mobile Pages](#)) standard.

Indamedia Sales reserves the right of refusing to exclude Advertiser's concurrency.

4.5 Client acknowledges that only one Advertiser may appear on the media faces ordered in the Individual Contract, and the ordered advertising faces can only be used by the Client and/ or the Advertiser and cannot be transferred or assigned to any third person. In case a third party appears on the relevant advertising surface, the Client is obligated to give notification thereon to Indamedia Sales prior to the order, as well as to submit the creative materials for prior approval. on accepting creative materials involving appearance of third parties, and also, to establish extra advertising fee (the amount of which, unless agreed otherwise, shall equal to 20%). In case of common Advertisement, the Client ordering the Advertisement shall be liable therefor based on the applicable rules of liability, and it shall warrant to Indamedia Sales that it is entitled to order the Advertisement on behalf of the other Advertiser.

4.6 Contents of Advertisements provided by the Client must meet all relevant legal criteria and shall not violate any provisions of the applicable rules of law; further, Client undertakes the obligation to fully indemnify Indamedia Sales from any and all damages or costs resulting either directly or indirectly from the fact that the Advertisement ordered by the Client has not or, has not entirely met the provisions hereunder. Simultaneously, Indamedia Sales absolutely excludes all liability relating to the fact that the Advertisement ordered by the Client has not or, has not entirely met the provisions of the applicable law.

Indamedia Sales reserves the right not to publish or immediately revoke publishing of Advertisements if the character, contents, appearance or quality thereof violates any rules of law or contradicts the image or concept of Indamedia Sales and its partners.

4.7 Indamedia Sales shall not be liable for any damages resulting from the mistakes or errors that might appear in the Advertisements, nor for those damages that result from the non-appearance of the Advertisement (i.e. Indamedia Sales cannot be held liable for loss of profit).

4.8 Indamedia Sales reserves its right to remove those Advertisements that impede the operation of the relevant Publication's website or otherwise interfere with the operation of that website in case of the majority of the users, without having priorly notified the Client. Indamedia Sales also reserves its right to inactivate without having priorly notified the Client those creatives that charges the average configured computers over the accepted level. In such cases the Client is not entitled to claim any compensation in connection to the removal or the inactivation of the Advertisement.

4.9 Indamedia Sales is the copyright owner of all copyrights regarding the creatives prepared by Indamedia Sales, throughout the full order process from preparation to fulfillment, including each idea, concept and design. Any use of them outside the scope of the order given to Indamedia Sales can only happen with the prior written approval of Indamedia Sales. In case of any violation of this provision may result in claiming for compensation by Indamedia Sales.

4.10 By sending the order the Client represents and warrants to Indamedia Sales that the data and content of the materials presented to Indamedia Sales are valid and do not infringe any third person's (whether natural person legal entity of other corporation) rights (such as copyrights, industrial property right, patent rights, privacy rights etc.), do not infringe any applicable general or specific advertisement rule or prohibition, and is in line with the general principles of the Hungarian Code on Advertising Ethic. Client acknowledges that it shall be exclusively liable for the validity of the information and data it has presented and/or has been published in the Advertisement, as well as for the meeting of the product/service

to the applicable Hungarian quality and other rules and that it does not infringe any third person's rights as referred to above,

- 4.11 Indamedia Sales will only send the received manuscript or press-ready material or other commodity if it has been requested by the Client, and for the expense of the Client. Such materials will be annihilated following the publication of the Advertisement, unless the parties agree otherwise.
- 4.12 Client has the option to provide a maximum of three creatives or external adserver generated codes when purchasing on "fixed" date basis per zone (defined advertisement zone in the Indamedia Sales rate card or media offer). Should the Client purchase on "mix" basis (AV, CT, UV), it has the option to submit three creatives or external adserver codes per mix package and banner size. Any additional work related to any additional creatives defined under this point is subject to additional costs and the submission deadline defined under paragraph 3.1.4 will be further extended. However, the total number of creatives cannot exceed thirty pieces. Should the banner / creative arrive from an external adserver code, Indamedia Sales does not limit the number and frequency changes. The calculation of the additional work related to the creative: Indamedia Sales shall invoice 5.000 HUF + VAT per additional creatives defined under this paragraph. This sort of cost will be included on the invoice separately. The additional costs may not be reduced and is not considered as a part of the media undertaking.
- 4.13 Indamedia Sales does not accept orders for organizing draw.
- 4.14 Indamedia Sales only accepts order for publishing gambling Advertisements from Clients who confirm to DN Sales House in advance that he has a license issued by the supervisory authority for the organization of gambling.
- 4.15 As regards the order of publishing the Advertisements – unless provided otherwise by the Individual Contract – priority is given for those Advertisements where the fee shall be paid in money against those Advertisements that are compensated by services of the Client (barter transactions).
- 4.16 In case of „Mix” orders according to the ever-effective media offer of Indamedia Sales the distribution of appearances are automatic; therefore the appearances are distributed randomly by the advertisement service system of Indamedia Sales on the available open faces.  
  
As the number of potential visitors, namely the website views generated by readers (users), so as the number of ad views needed to one (1) click (CT) necessary for advertisement presence cannot exactly be estimated , therefore the Client acknowledges and agrees that Indamedia Sales undertakes no warranty for performance of the ordered and confirmed number of click (CT), however the invoice issued by Indamedia Sales will always be made on the basis of expenditure actually number of paid click (CT). Indamedia Sales is always intent on performing the ordered quantity.
- 4.17 Indamedia Sales can only be held liable for damages resulting from any kind of change made or occur after the submission of the Advertisements, if it expressly undertook to make the change and acknowledged in writing that the requested change is realizable. All additional costs resulting from changes made after submission shall be borne by the Client.
- 4.18 Client is exclusively liable for any and all mistakes or quality problems that result from the lack or improper quality of the Advertising materials submitted by it, including the case when the outdated format or the size of the online creative slows, impedes or in any other way has negative effect on the operation of the Publication. In cases referred to in the present point, Indamedia Sales may claim compensation from the Client.

- 4.19 Indamedia Sales reserves the right to change the pricing or publishing conditions within the calendar year.
- 4.20 Indamedia Sales ensures that the Advertisements published on the surfaces of the publications it represents will be published at an appropriate environment from brand safety point of view. Indamedia Sales' brand safety declaration is available at [https://ajanlat.indamediasales.hu/markabiztonsag/Indamedia\\_Sales\\_Markabiztonsagi\\_nyilatkozat.pdf](https://ajanlat.indamediasales.hu/markabiztonsag/Indamedia_Sales_Markabiztonsagi_nyilatkozat.pdf). However, certain contents of the publications represented by Indamedia Sales may also be published on other faces based on separate cooperation of the publishers. Indamedia Sales cannot guarantee that such promotional sites will also publish the Advertisements ordered at Indamedia Sales, nor that such promotional sites meet the brand safety criteria and requirements undertaken by Indamedia Sales to itself.

## **V. Special Provisions Regarding Publishing Political Advertisements**

- 5.1 Paid (sponsored) Political Advertisements shall be accepted from political parties and non-governmental organizations registered in the Republic of Hungary under the act on operation and financial management of political parties, and, the act on freedom of association, that set up a list of candidates and properly registered it at the National Election Committee by submitting the collected recommendation slips and further, possess certification on the official registration (in case of joint lists are set up by more than one nominating organizations, they shall hereinafter be considered – as in the frames of election process – as one nominating organization).
- Indamedia Sales is also entitled to classify other figures of the domestic political sphere defined in the present GTA as specified hereunder.
- 5.2 Indamedia Sales only accepts Political Advertisements labelled in compliance with the respective rules of Hungarian law.
- 5.3 Term of publishing paid Political Advertisements: as specified and permitted by the relevant rules of Hungarian law.
- 5.4 In case of Political Advertisements no further discount from the List price can be provided from the List Price. In the case of Political Advertisements TCR discount cannot be claimed, nor can it be ordered on a click-through (CT) basis. Ads are booked in the order in which orders are received.
- 5.5 In case of Advertising to Society, an individually agreed discount can be given from the List Price. Advertising to Society cannot be ordered on a click-through (CT) basis. For the rescheduling and cancellation of Advertising to Society, the provisions of point 7 below shall apply accordingly
- 5.6 In case of both the Political Advertisements and the Advertising to Society, Indamedia Sales reserves the right to claim payment in advance, prior to start performing of its advertising services.

## **VI. Producing the Advertisement by Indamedia Sales**

- 6.1 Client may mandate Indamedia Sales to prepare the Advertisement material. In such cases Indamedia Sales may invoice additional fees for the production. Indamedia Sales is entitled to refuse preparing the Advertisement material without any reasoning.
- 6.2 If the Advertisement material is prepared by Indamedia Sales, the deadlines established for submitting and/or confirmation of the material may be amended by the separate agreement

between the parties. These deadlines will be established in the order or by the Individual Contract.

## **VII. Cancellation or Re-scheduling of Advertisement**

- 7.1 Client acknowledges that if it cancels the order for online Publication, the following part of the discounted fees for publication of the Advertisements involved shall be paid:
- if the order is cancelled between the 15<sup>th</sup> and 8<sup>th</sup> working days prior to the planned date of launching the advertising campaign, 10% of the discounted fee shall be paid;
  - if the order is cancelled between the 7<sup>th</sup> and 3<sup>rd</sup> working days prior to the planned date of launching the advertising campaign, 40% of the discounted fee shall be paid;
  - if the order is cancelled on or after the 2<sup>nd</sup> working day prior to planned date of launching the campaign 100% of the discounted fee shall be paid.
- 7.2 Client acknowledges that if it cancels the order for an Event,
- if the order is cancelled at least 30 days prior to the date of the Event, then 50% of the gross fee of the sponsor's package price shall be paid;
  - if the order is cancelled within 30 days from the date of the Event, then 100% of the advertising fee shall be paid.
- 7.3 Client acknowledges further that if the order for online Publication is re-scheduled:
- 10% of the fee for the Advertisements affected by such rescheduling shall be paid to Indamedia Sales;
  - if the Client requires re-scheduling of appearances purchased based on the term of the campaign on or after the 7<sup>th</sup> working day prior to planned date of launching the campaign, Indamedia Sales shall be entitled to consider such re-scheduling as cancellation of the order and the amount specified in Article 7.1 regarding cancellation shall be paid by the Client.
- 7.4 Client acknowledges further that if the date of the Event is rescheduled by the Client,
- 30% of the gross sponsor's package price shall be paid if such rescheduling happens at least 30 days prior to the original date of the Event;
  - 80% of the gross sponsor's package price shall be paid if such rescheduling happens within 30 days from the original date of the Event
- assuming that the parties agree on the new date of such Event. However, in case the parties cannot agree on the new date of the Event, then the provision in point 7.2 above (cancellation) shall apply.
- 7.5 Client acknowledges that in case of re-scheduling or cancelling the order, the so-called not media type costs (such as production or other technical costs) arising at Indamedia Sales and/or its subcontractor and connected to preparing and amending the creative or the content of the Advertisement shall be in each case, fully reimbursed by the Client.

## **VIII. Certificate of Fulfilment**

- 8.1 Indamedia Sales provides the Client with access to the statistical data generated by its ad server on the Client's campaigns. The statistic data are kept at a protected face and can only be reached by the Client by using a password. The Client can request access to the interface at the email address [rendeles@indamedia.hu](mailto:rendeles@indamedia.hu). The password is entered into the

system in coded form, and only the Client and the contact person of DN Sales House have access to the statistics.

- 8.2 Indamedia Sales does not require the transmission of personal data while visiting its websites. However, the enjoyment of such services designated by this general contractual terms and conditions may require the personal data of Client and/or Advertiser. Any information, data come to Indamedia Sales's notice shall not be disclosed to third parties other than prescribed by law. Such information, data shall only be processed for the specified purpose of exercising of rights or fulfilling of obligations. Data management of the obtained information and data by Indamedia Sales shall be in full compliance with the provisions of the GDPR and of the Infotv., respectively.
- 8.3 If the Client wishes to use an ad server different from the one used by Indamedia Sales, the basis of the financial settlement shall still be the system data of the ad server of Indamedia Sales, with particular regard to CT and unique visitor (UV) based campaigns.
- 8.4 Indamedia Sales does not undertake weighting of CT and AV based campaigns by term or faces, it shall take place evenly, depending on the ever-effective user activity, except for servicing „mix“ faces and term (time-of-the-day) orders as specified individually in the price list in effect).
- 8.5 Client acknowledges that the expected reaching data (RU, AV) incorporated in the price list or media offer of Indamedia Sales cannot be considered as warranty and cannot be used as the basis of the settlement between the parties. In case of the orders concluded for certain time periods the settlement and Indamedia Sales's fulfilment are expressly based upon the unit of account determined in the order (i.e. days, weeks etc.) The settlement between the Client and Indamedia Sales shall be based upon the Price List provided in the official list even if the reaching result of the given order fails to meet the estimated data mentioned in the media offer or in the price list, and Client is not entitled to claim "non-fulfilment" nor to claim any correction of the agreed prices.
- 8.6 By accepting the present GTA the Client hereby accepts the ad server statistics referred to in the above Article 8.1 as valid certificate of performance from the side of Indamedia Sales. The Client further states that in case it does not submit complaint in writing regarding the contents of the statistics within 2 workdays upon performance, the contents of the statistics shall be considered accepted as credible and valid certificate of performance.

## **IX. Payment conditions**

- 9.1 Payment shall be performed on the 30<sup>th</sup> calendar day after receiving the invoice of Indamedia Sales via bank transfer. Indamedia Sales issues its invoice prior or after the fulfilment of the order.
- 9.2 By signing the Individual Contract the Client acknowledges that in case of temporary provided advertising services Indamedia Sales, in full conformity with the respective provisions of the Act on VAT, will issue the invoice towards the Client on the 30<sup>th</sup> day prior to performance of the advertising service with a 30-day payment deadline.
- 9.3 Development (technical, producing and media content producing) costs related to the publication of Advertisement are not included in the value of the media undertaking set out in the Individual Contract of Client, therefore such costs shall not be added to the base of possible discounts provided on the basis of the Individual Contract concluded with the Client.
- 9.4 However, regardless of the provisions in Article 9.1 above, special provisions apply
- in case of Political Advertisements, upon discretionary decision,

- in case the Client's registered seat is outside of the territory of Hungary, especially if the Client is an off-shore company,
- in case of the first advertisement,
- if the Client did not have valid agreement (similar to the advertising agreement) with Indamedia Sales in the previous calendar year,
- if the Client had valid agreement with Indamedia Sales but it failed to fulfil its payment obligation in due time, as well as
- if at the time of signing the advertising agreement the Client has overdue payment obligation towards Indamedia Sales,

where the Client shall pay for its Advertisements in advance, up to the amount of its due payment obligations and until its payments reach the limit for discount and its due invoices have been paid.

Indamedia Sales further reserves the right (i) not to accept the Client order till it failed to fulfil its payment obligation in due time, if the Client has overdue payment obligation towards Indamedia Sales, (ii) to claim advanced payment upon its discretionary decision in case of certain clients (e.g. Client evaluation).

- 9.5 In case the Client fails to comply with the payment deadline, he/she shall pay interest that equals to the base interest rate as determined by the National Bank of Hungary on the first day of the half-year affected by the delay plus 8%, and besides that, Indamedia Sales is entitled to charge collection expense flat fee that equals to the HUF equivalent of EUR 40 per invoice, calculated on the basis of the official exchange rate published by the National Bank of Hungary on the first date of the delay, pursuant to Act XI of 2016. Furthermore, Indamedia Sales will suspend publishing further Advertisements and waive all discounts having been provided to the Client.

## **X. Data Management**

- 10.1 Indamedia Sales processes the personal data provided to or made available to it in connection to ordering or using its services in accordance with the GDPR and the Infotv.
- 10.2 Indamedia Sales informs the Client, that part of the personal data is processed automatically, based on the legitimate interest of the Indamedia Sales, while in other cases the expressed consent of the Client is needed. Furthermore, in certain cases processing of personal data is based on the provision of law. The potential legal basis of the data processing is provided in the Privacy Policies of Indamedia Sales.
- 10.3 The Client accepts that collecting personal data and profiling via the ordered Advertisements through the surfaces sold by Indamedia Sales is strictly forbidden! Indamedia Sales is entitled to control anytime if the Advertisement meets these criteria. If an Advertisement does not meet these criteria, this constitutes a serious breach of the advertising contract and Indamedia Sales is entitled to suspend the publication of the Advertisement immediately. The Client is not entitled to process or use the personal data so collected. The Client accepts that in such cases it is obliged to pay the entire amount of the fee, independent from the concrete publication. Furthermore – depending on all circumstances – the provision of point 11.7 may also be applied.
- 10.4 For the purpose of fulfilling the engagement concluded with the Client, Indamedia Sales manages the names and contact details of the contact persons provided by the Client. Indamedia Sales assumes that the Client has transmitted the personal data of the contact persons after having obtained the voluntary and duly informed consent of the data subjects.

All responsibility and liability for obtaining such consents as well as the lawfulness of the data transfers shall be born with the Client. The Client undertakes the obligation to update the personal data and contact data provided to Indamedia Sales.

- 10.5 The Privacy Policies of Indamedia Sales are available here: [https://ajanlat.indamediasales.hu/adatvedelem/Indamedia\\_Sales\\_Adatkezelesi\\_Tajekoztato\\_20210322.pdf..](https://ajanlat.indamediasales.hu/adatvedelem/Indamedia_Sales_Adatkezelesi_Tajekoztato_20210322.pdf..)

## **XI. Liability Provisions**

- 11.1 Client shall be liable for all mistakes or quality problems that result from the improper or bad quality of the original materials (pictures, graphs, logos etc.) submitted by it.
- 11.2 Indamedia Sales reserves the right to establish special production deadlines and apply special price calculation methods for special or particular appearances. In case of special or particular appearances Indamedia Sales shall be entitled to invoice – besides the advertising fee – proper sub-contracting fee (development, content-producing, production fee or charges etc.) towards the Client that shall be considered on top of the advertising fee and in net value, augmented with the rate of VAT. In such case the Parties shall regulate the applicable conditions in the frames of the individual advertising contract or in a separate agreement.
- 11.3 The Client by accepting the present General Terms of Advertising expressly undertakes to indemnify Indamedia Sales from any and all possible claims arising from or in connection with non-fulfilment of copyright-, advertising-, media-, competition-, and data processing laws, as well as laws of general civil law, and to reimburse Indamedia Sales for possible fees, charges or penalties, civil claims, damages etc. applied in connection to the Advertisements and/or advertising materials submitted by the Client.
- 11.4 The Client shall warrant that all products that appear in Advertisements being subject to mandatory quality assurance or product compliance certification have undergone such procedure and based on the results thereof the product can be distributed, or, that the product shall not be subject to these mandatory procedures.
- 11.5 The Client shall be fully and exclusively liable for the validity of data and quality certification declaration submitted by it as well as for any violation of provisions prohibiting misleading and comparative advertisements, with due regard to the exceptions contained in the Grtv.
- 11.6 The Client shall, upon notice of Indamedia Sales or the respective proceeding authority, be obligated to verify the correctness of statements constituting part to the Advertisement. In case the Client fails to comply with its obligation to do so, it shall be considered that such statement is untrue. Further, the Client's failure to comply with such legal obligation shall constitute obligation of reimbursement for any damage, penalties etc. resulting thereof at Indamedia Sales, and/or the publisher of the Advertisement.
- 11.7 The Client states and warrants to Indamedia Sales and its partners that it does not collect in any way or any form personal data or data used for profiling through the Advertisement, without a separate and explicit agreement concluded with Indamedia Sales.

Indamedia Sales controls from time to time that the Advertisement to be published meets the above referred criteria. If it establishes that the Advertisement violates in any way any of the above-referred criteria, then it will make the necessary steps towards the relevant authorities to prevent the illegal data processing, meanwhile it is entitled to suspend publication of such Advertisement, terminate the advertisement agreement with immediate effect, and claim compensation from the Client and/ or the Advertiser. Moreover, Indamedia Sales is entitled to take all other measures, declarations and other actions that it deems

necessary for investigating and terminating the injurious situation. Indamedia Sales excludes all liability regarding the illegal data processing of the Client or the Advertiser. All such actions do not affect the payment obligation of the Client regarding the order.

- 11.8 Indamedia Sales does not undertake any liability for those accidents that interfere with the performance of the service and that arise from the base settings of the browsers or the specific settings of the browser used by the user, the setting of the tags used by either the Client or the Advertiser in the relevant Advertisement of its inviting code, respectively, or the particular character of Internet (especially for those traffic, technical or other circumstances that generally connected to the operation of Internet).
- 11.9 Indamedia Sales shall not accept any claim for any non-appearance or incorrect appearance of the Advertisement resulting of force majeure event. The Parties consider force majeure all circumstances beyond the control of and arising outside the sphere of interest of Indamedia Sales which cannot be controlled by Indamedia Sales either directly or indirectly.
- 11.10 The Client hereby irrevocably assumes full liability from Indamedia Sales and/or publisher of the Advertisement for any and all charges, penalties and expenses enforced by the competent authorities or third persons towards Indamedia Sales in connection with the Client's non-compliance with the provisions of the effective and relevant rules of law or the present General Terms of Advertising.

Under the present assumption of liability and debt, the Client shall be obligated to directly fulfill the obligations of Indamedia Sales and/or publisher of the Advertisement towards the authorities or other third persons, and make payments for any charges, damages, expenses specified above to the entitled third person in due time, or, in case such payment obligation has already been fulfilled by Indamedia Sales and/or publisher of the Advertisement, the Client shall have immediate reimbursement obligation towards Indamedia Sales and/or publisher of the Advertisement.

## **XII. Breach of Contract; Legal Disputes**

- 12.1 In case of Indamedia Sales's breach of contract the objective limit of liability for any actual and direct damages shall equal to the amount of total amount of the fee specified in the individual advertising contract and paid to Indamedia Sales by the Client.
- 12.2 Indamedia Sales's liability for damages shall be limited to actual and direct damages and it is not liable for particular, accidental, indirect or financial consequential damages, as well as for loss of profit, business, income, good reputation damage, non-pecuniary damages or expected lack of expense. The Parties agree that the prices and other advantages contained in the individual advertising contract constitute proper compensation for the potential disadvantages of the above limitation of liability.
- 12.3 In case of any dispute between the Parties – if not regulated otherwise by the provisions contained in the specific individual advertising contract or the provision of this General Terms of Advertising – the provisions of the prevailing Hungarian rules of law and the terms of the Hungarian Ethical Code of Advertising of Hungarian Advertising Association (MRSZ) shall be applied. The Parties agree that in case amicable negotiations should fail to be successful, any legal disputes shall be referred to the authority and jurisdiction of the relevant Hungarian court according to the applicable Hungarian law.

## **XIII. Confidentiality and Protection of Trade Secret**

- 13.1 Parties hereby undertake to keep all and any data and/or information constituting Trade secret strictly confidential and not to make such information public or disclose to third parties, nor to allow third persons to have access thereto unless expressly agreed to by the other Party in writing.
- 13.2 The Client hereby expressly approves that Indamedia Sales shall be entitled to provide the listed prices of the ordered advertisement campaign to the research company Kantar Media.

#### **XIV. Notices**

- 14.1 All notices or correspondences in connection to the Client's order – including due invoices – shall be sent to the representative and address provided by the Client in the Individual Contract.
- 14.2 The Client shall promptly inform Indamedia Sales if there is any change in the data of the Client or its representative.
- 14.3 In there is no evidence to prove that a notice has been delivered earlier, any notice shall be deemed to be delivered:
- (i) in case of personal delivery the date of delivery shall be the date defined in the delivery note that refers to the relevant notice and is in the possession of the sender and has been signed by the receiver;
  - (ii) in case of notices sent by registered mail, the delivery date is the date specified in the delivery record or, if that date cannot be established, the date when the delivery record arrives to the sender. If the delivery record is marked as "címzett ismeretlen" (unknown addressee) or "nem kereste" (did not seek for), the delivery date shall be the 5th workday from the date when the notice has been sent second time,
  - (iii) in case of notices sent by e-mail, if the sender can prove the delivery thereof to the other party by convincing evidences;
  - (iv) in case if the delivery of the notice is refused, the delivery date shall be the date when the receipt of the notice was refused.

#### **XV. Date of Effect**

- 15.1 The provisions of the present General Terms of Advertising shall come into effect as of the date of 27<sup>th</sup> August 2024 and shall be valid until revoked or until the date respective modifications thereof come into effect.
- 15.2 Indamedia Sales reserves the right of changing General Terms of Advertising according to the unilateral decision in any time. Indamedia Sales shall give official notification to the Clients of any modification of the present General Terms of Advertising at the same time when such change comes into effect.