

General Terms and Conditions

Effective from 1 September 2020

Present General Terms and Conditions contain the rights and obligations of the Advertiser and the Service Provider with regards to legal relationships concerning advertising solutions sold by Van Másik Kft. (seat: 1022 Budapest, Bég st. 7., II/7., tax nr: 28729992-2-41, reg. nr.: Cg.01-09-371361), publisher of the news portal Telex.hu.

Advertiser declares that they have studied present General Terms and Conditions which constitute a part of the Advertising Contract, during the conclusion of which they had discussed it with the Service Provider, and accepts to be bound by the terms contained therein and waives any rights to contest present General Terms and Conditions.

All disputes arising from or in connection with present General Terms and Conditions or individual agreement, order placement, fulfilment or payment shall be governed by Hungarian law, and the Hungarian courts shall have exclusive jurisdiction.

1. Definitions

1.1. Service provider: The legal entity possessing a tool (advertising space) fit for publishing the Advertisement through which Service Provider sells the advertising space and makes the Advertisement available to the public. With regards to present General Terms and Conditions, said Service Provider is Van Másik Kft.

1.2. Advertiser: Anyone on whose behalf the Advertisement gets published and who places an order for the Advertisement with Service Provider (including agencies working on behalf of the Advertiser or other intermediaries).

1.3. Advertisement: Any communication, information, or method of representation the aim of which is to promote the sale or use in any other way of movable property that is tradeable and capable of appropriation, including money, securities, financial instruments, and forces of nature that can be exploited as property, services, real estate, or intangible assets, or in connection with the objective mentioned above, aimed at popularising the name, designation, or activity of an enterprise, goods, or designations of goods.

1.4. Medium: The content services and other products containing surfaces capable of displaying the Advertisement under the operation of the Service Provider, including, but not limited to, the website, the website optimised for mobile devices, and the mobile application.

1.5. Advertising statistics: In case of online surfaces, the statistics created by the ad servers operated by Adverticum containing the number of displays (AV), unique visitors (UV), and clicks per each creative and display surface in a daily breakdown. In other cases, the unique statistics as agreed on separately by the Advertiser and the Service Provider.

1.6. Special Advertisement: Any Advertisement is considered to be Special if it differs from the advertising formats included on the Price List.

1.7. Legislation: Grtv.: Act XLVIII of 2008 on Essential Conditions of and Certain Limitations to Business Advertising; Fttv.: Act XLVII of 2008 on the Prohibition of Unfair Business-to-Consumer Commercial Practices; Tpv: Act LVII of 1996 on the Prohibition of Unfair and Restrictive Market Practices; Ekertv.: Act CVIII of 2001 on Electronic Commerce and on Information Society Services; Szrtv.: Act XXXIV of 1991 on Gambling Operations; Mttv: Act CLXXXV of 2010 on Media Services and on the Mass Media; Smtv.: Act CIV of 2010 on the Freedom of the Press and the Fundamental Rules of Media Content; Infotv.: Act CXII of 2011 on Informational Self-Determination and Freedom of Information; GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation); Ptk.: Act V of 2013 on the Civil Code

1.8. Net net price: The list price included in the current Price List with fees added and discounts and commissions deduced, without the VAT.

1.9. Performance: The contractual publication of the Advertisement by Service Provider. Performance can be partial if the publication of the Advertisement covers multiple months.

2. Order placement

2.1. Advertisements shall be published based on individual agreements between Service Provider and Advertiser. The Advertising Contract between the Advertiser and the Service Provider consists of both the individual order and present General Terms and Conditions. By signing the individual order, Advertiser declares that they know and accept present General Terms and Conditions.

2.2. The conclusion of the individual order: Responding to Service Provider's call for offers, Advertiser shall send their order request to the Service Provider via email. Service Provider shall confirm the order request placed by the Advertiser via email if Service Provider deems the terms included in the offer acceptable. The order is placed when the Service Provider confirms the order request.

2.3. If Service Provider requests so, the Advertiser shall provide information about the name, registered offices, tax identification number, and bank account number of their corporation as shown in the Corporate Registry, the name and contact details of their contact person, the topic of the Advertisement, the service or product advertised, the preferred medium and advertising

surfaces, the number of displays, the previously agreed dimensions and publication time of the Advertisement, and any other information that Service Provider seems necessary for the placement of the order. If an agency is involved, the agency shall also provide information about the name, registered offices, and tax identification number of the client. If Advertiser fails to provide said information, then Service Provider shall not be obligated to prepare the order confirmation and thus conclude a contract.

2.4. Advertiser acknowledges that in congruence with the Grtv., in connection with advertising relating to products which are subject to prior quality control or conformity assessment in accordance with specific other legislation, the Advertisement may only be disseminated once the Advertiser had supplied a statement to the Service Provider that the product has been inspected or certified, and found suitable for marketing, or that the product is not subject to prior quality control or conformity assessment. Advertiser is obliged to supply such a statement at the time of sending the order request. Service Provider is not obliged to display the Advertisement until Advertiser fulfils its obligation to supply the statement mentioned above. In case Advertiser omits supplying said statement, they shall pay the Service Provider a penalty equivalent to the Net net price of the Advertisement within 15 days.

2.5. With regards to the performance of the Contract governed by present General Terms and Conditions, Parties state that in accordance with the GDPR's Article 6. paragraph (1) points b) and f), Parties shall accept any processing of their personal data by other Party as lawful where processing is necessary for the performance of a contract or for the purposes of the legitimate interests pursued by contracting Parties.

3. Advertising statistics

3.1. In case of a Display Advertisement, Advertiser shall gain access to the ad server of Adverticum once the publication of the Advertisement begins, where Advertiser can track the fulfilment of the order. By request of the Advertiser, Service Provider shall send Advertiser an extract of the statistics of a campaign.

3.2. With regards to the fulfilment of display campaign orders, the data measured by Adverticum shall be considered authoritative. By accepting present General Terms and Conditions, Advertiser declares that they accept the advertising statistics as a certificate of completion on behalf of the Service Provider. Advertiser declares that unless they contest the contents of the statistics in writing within two working days following performance or partial performance, the contents of the statistics shall be regarded as a credible and valid certificate of completion.

3.3. If requested by the Advertiser, the Service Provider shall create one screenshot of the published Advertisement for each campaign, but such a screenshot does not constitute a base for a certificate of completion.

3.4. In case of non-display Advertisements, Service Provider shall provide the statistics gained from their internal systems, if applicable.

4. Publication of the Advertisement

4.1. Advertiser declares that any information and materials supplied are accurate and true and do not infringe upon the rights of the Service Provider, any third parties, legal or economic entities without legal personalities, do not violate any general or special advertising bans or restrictions included in the Frtv., Fttv., and Szrtv., and do not contravene the resolutions and directives of the Self-Regulatory Commission of Advertisers (Önszabályozó Reklámtestület). Advertiser acknowledges that they are fully and exclusively responsible for the accuracy, content, statements of fact, the visual and acoustic representation of the data they supplied, and for the accuracy of the information conveyed by the Advertisement, and for any infringements of said rights of any third persons. Advertiser is responsible for any errors or damages arising from the low quality of the Advertisement (images, graphics, logos, etc.) provided by Advertiser.

4.2. By accepting present General Terms and Conditions, Advertiser shall take responsibility for compensating any fines, damages, or civil claims arising from breaching intellectual property law, advertising law, media law, competition law, data protection law, consumer protection law, or the Civil Code incurred by Service Provider in connection with the advertising material supplied by Advertiser. In case a third party or any authority commences a procedure or brings any actions for damages to Service Provider, Advertiser shall cover all compensations and any resulting costs, intervene in the procedure, and cover any sanctions incurred by Service Provider and be responsible for their activities.

4.3. Advertiser irrevocably takes over all responsibility from the Service Provider, as the Publisher of communications/electronic communications, for all fines, damages, and costs pursued by third persons or the relevant authorities based on the joint liability of the advertising service provider and the publisher of advertisements as defined in the Grtv. and the Fttv., and on the joint liability of the provider of electronic communications services and the publisher of electronic communications as defined by the Ekertv, that arise from the violations of the cited regulations and present General Terms and Conditions committed by the Advertiser.

4.4. Service Provider's liability for damages extends solely to the actual direct damages, and Service Provider specifically excludes liability for any indirect, consequential, or reliance damages, including loss of profit, costs, and non-pecuniary damages.

4.6. Advertiser guarantees that the advertised product which is subject to obligatory prior quality control or conformity assessment has undergone the obligatory prior quality control or conformity assessment, based on which they are marketable, or that the product is not subject to such obligations.

4.7. Advertiser is solely liable for the compliance of any information technology tools independent from the Service Provider employed in the Advertisement with the governing data protection regulations, especially, but not limited to, the provisions of the Infotv. and the GDPR.

4.8. Advertiser acknowledges that they shall not use the logo, typeface, page-setting of the medium represented by the Service Provider in their Advertisement under any circumstances, and the Advertisement may not create the impression that it is content created by the medium's editorial staff.

4.9. Service Provider may test the creatives of the Advertisement before publication. The correction of any technological or content issues arising during testing shall be the responsibility of the Advertiser.

4.10. If the Advertisement submitted in due time is not published for reasons outside Advertiser's control, Advertiser has the right to have the Advertisement published on other advertising surfaces within the campaign's timeframe as agreed on with the Service Provider, or, electively, to terminate the Contract in writing.

4.11. Advertiser acknowledges that they shall make no requests regarding the visual and textual environment in which the Advertisement is published. At the same time, Service Provider shall, in line with industry best practices, strive to:

4.12. Publish any PR content, native advertising, and product placement in a way that makes its sponsored nature apparent, in accordance with the provisions of the GRTV., Fttv., Smtv., Tpv., and the Hungarian Advertising Code of Ethics. Service Provider shall place a disclaimer on this type of content to make its sponsored nature apparent. The PR content to be published shall be supplied by Advertiser who takes full responsibility for it. The information contained in the PR article shall be accurate, balanced, real, objective, and complete enough for consumers to be able to form their own opinions on the advertised product. Information cannot be misleading by misrepresenting, overemphasising, or omitting facts.

4.13. In case of sponsorships, the name of the sponsor or the denomination requested by the sponsor shall be published in a way that informs all affected consumers of Service Provider about its sponsored nature.

4.14. Product placement: Service provider shall publish product placements in their audiovisual content in accordance with the governing regulations. Product placements shall not directly encourage the purchase or rental of goods or services, give undue prominence to the product in question in a way that does not otherwise stem from the program, or distort the original content of the program. The existence of a product placement must be clearly identified.

4.15. In the case of a political advertisement, Service Provider shall clearly identify the Advertisement as a political advertisement.

4.15. Service Provider reserves the right to charge extra fees if a single Advertisement advertises multiple Advertisers.

5. Rejection of the Advertisement

5.1. Advertiser acknowledges that no Advertisements shall be published on Service Provider's surfaces which violate legal regulations, the Hungarian Advertising Code of Ethics, infringe upon rights of third persons, or might impair the physical, mental or moral development of minors, in particular, advertisements with pornographic content or extreme, unjustified violence. Advertisements of this nature shall not be published, and Service Provider shall refuse the publication of any Advertisement that, according to Service Provider's unilateral decision:

- A. is irreconcilable with the Service Provider's image and ethos,
- B. directly or indirectly harms Service Provider's business interests or interests on the advertising market,
- C. cannot be published due to technical issues or length,
- D. misleadingly mimics the appearances of the Service Provider's own surfaces or announcements,
- E. against which the relevant authorities have raised substantive objections,
- F. violates any provision of present General Terms and Conditions.

5.2. Service Provider may make the publication of the Advertisement conditional on Advertiser providing a final decision made by a court or a relevant authority on the conformity of the Advertisement to be published with provisions governing business advertising activities. In such a case, Service Provider is not obligated to publish said Advertisement even if an individual order already exists, and in relation to this, Advertiser shall not make any claims for damages against the Service Provider.

5.3. In case the Advertiser disputes the Service Provider's decision concerning the conformity of the Advertisement's text to the Act XCVI of 2001 on the Hungarian language coverage contained in foreign language advertisements, banners and other information of general interest, or any other laws, or on its breaching of the decisions of any relevant authorities, and insists on the publication of the Advertisement, Service Provider may request a resolution from the Self-Regulatory Commission of Advertisers (Önszabályozó Reklámtestület). If the disputed text of the Advertisement concerns the name or designation of an enterprise, or the designations of goods (including trademarks and geographical indications), then the Service Provider may request the production of a relevant document (such as a trademark registration certificate) at any time.

5.4. Service Provider undertakes the publication of Special Advertisement only after testing the final creative.

5.5. In case Service Provider refuses the publication of an Advertisement because a relevant authority raised substantive objections against it, Advertiser is obliged to rework the Advertisement at their own expense following the requests of Service Provider within 5 days of receiving Service Provider's requests. Service Provider shall not be liable for any late performance arising from such reasons.

5.6. In case the Contract is terminated with immediate effect over the breach of present General Terms and Conditions' Section 4.2., or over the Advertisement violating legislation or the Hungarian Advertising Code of Ethics, and the particular reason for the immediate termination is only discovered after the confirmation of the individual order, then Advertiser shall pay the penalty the equivalent of the Net net price of the Advertisement to Service Provider.

5.6. Service Provider is not liable for any damages arising from a refusal to publish the Advertisement for reasons cited in Chapter 5 of present General Terms and Conditions.

6. Advertising fees

6.1. Service Provider's advertising price list contains the advertising list prices and the corresponding technical details.

6.2. Service Provider reserves the right to change prices mid-year. In case of changing prices, Service Provider shall publish the new prices at least 30 days before they enter into effect. Prices of individual orders confirmed before the publication of the price changes shall be the prices that were in effect at the time of placing the order, regardless of the time the Advertisement is to be published.

7. Cancellation and alteration

7.1. Advertiser retains the right to cancel the order placed for an Advertisement, place an order regarding the postponement of publication, or alter the Advertisement in writing, without legal consequences, until the 20th day before publication.

7.2. Cancellations and alterations may be submitted solely via email, acknowledgement of which shall be confirmed by Service Provider in all cases. The confirmation shall be the basis for possible future complaints. Changes and cancellations that have not been confirmed by Service Provider shall be regarded as not accepted, and Advertiser shall be liable for any damages arising from such reasons.

7.3. Service Provider does not guarantee the fulfilment of alteration requests concerning the date of publication following the passage of the cancellation and alteration deadline; however, Service Provider strives to fulfil client requests following industry best practices.

7.4. In case a requested alteration can no longer be made, or the cancellation can no longer be accepted, Service Provider shall publish the Advertisement in the manner and date specified by the original order, or, if expressly requested by the Advertiser, shall withdraw from publishing the Advertisement. In such cases, Advertiser shall pay the Net net price of the Advertisement to Service Provider.

8. Payment conditions

8.1. Following performance or partial performance, Service Provider shall issue an invoice for the fee specified in the order (or the sum corresponding to partial performance.) Service Provider, if applicable, shall attach the advertising statistics to the invoice. Service Provider is entitled to overperform the Contract by +5%, and in such cases, shall issue an invoice for the originally ordered quantities, and Advertiser shall acknowledge the difference between the invoiced quantity and the advertising statistics. If the data in the advertising statistics meet the conditions specified in the order, Advertiser is obligated to pay the fee (or the fee corresponding to partial performance) as specified in the order. If, due to delays on behalf of the Advertiser, the date specified by the order and the date shown on the advertising statistics differ, Advertiser shall accept the advertising statistics as the performance of contract and Service Provider shall be entitled to issue an invoice.

8.2. If Advertiser orders an Advertisement which cannot be accurately tracked by advertising statistics, Advertiser may make a complaint concerning the performance of the Contract within two working days of the last calendar day the order concerns. In case Advertiser does not make a complaint, the performance shall be regarded as accepted, and Advertiser shall be obligated to pay the fee specified in the order.

8.3. Notwithstanding any agreements to the contrary, Service Provider shall issue invoices following the performance of the Contract with payment due within 15 days after the invoice date. Service Provider shall issue invoices with a 15-day due date even in case of partial performance.

8.4. Overdue payments made by Advertiser shall bear a default interest rate as set out in the Hungarian Civil Code (Ptk.). If Advertiser does not fulfil their payment obligation despite a notice issued by Service Provider or Service Provider's employee, Service Provider is entitled to charge default interest, to terminate with immediate effect all other contracts entered into with Advertiser governed by present General Terms and Conditions or to suspend the performance of any other active order placed by Advertiser. Service Provider reserves the right to enforce outstanding invoice debts at any time.

8.5. Service Provider shall have the right to unilaterally request advance payment from certain Advertisers or concerning certain orders.

8.6. Any bank fees or legal or collection costs in connection with the payment of the invoice shall be borne by Advertiser. In case of orders placed from outside of Hungary, both foreign and domestic banking fees shall be borne by Advertiser.

8.7. Any questions or complaints concerning the invoice shall be communicated to Service Provider within 8 calendar days of receiving the invoice. Complaints made after this period will be inadmissible.

8.8. In case Advertiser has any outstanding debts towards Service Provider or any intermediaries or agencies in contractual relationship with Service Provider, or if Advertiser becomes the subject of bankruptcy, winding-up, or dissolution proceedings, Service Provider shall have the right to reject any new orders placed by Advertiser until Advertiser's outstanding debt is settled, and in case of recurring orders, suspend accepting new Advertisements, cease ongoing publications, and terminate existing contracts with immediate effect, or request payment in advance.

8.9. Penalties set forth by present General Terms and Conditions are based on the Advertisement's Net net price in all cases. Service Provider shall charge penalties by way of a penalty notice letter payable within 8 calendar days. In case of a possible debt collection procedure, the Contract shall be considered an acknowledgement of debt usable in civil procedures.

9. Access to and scope of General Terms and Conditions

Present General Terms and Conditions shall be effective from 1 September 2020 until withdrawal or until amendments enter into effect. Service provider makes it possible for Advertiser to become familiar with present General Terms and Conditions by linking to it in order confirmation messages. The complete text of the current General Terms and Conditions in effect shall be published on the website [www. Telex.hu](http://www.Telex.hu).