# GENERAL CONTRACTUAL CONDITIONS

on the publication of self-service advertising

Valid from 22 April 2022 - until revoked

The present General Terms and Conditions (hereinafter referred to as "GTC") are concluded between Natív Hirdetés Korlátolt Felelősségű Társaság, as the media advertising space seller (hereinafter referred to as "Natív Hirdetés Kft.") and the electronic advertisers (hereinafter referred to as "Advertiser") of Natív Hirdetés Kft. - (hereinafter referred to as the "Partner") on the websites and partner sites (hereinafter collectively referred to as the "Online Advertising Spaces") managed and operated by the partners (hereinafter referred to as the "Partners"). Native Advertising Ltd. and the Advertiser are hereinafter referred to collectively as the Parties.

## I. Basic data:

Company name: Native Advertising Limited Liability Company Registered office (and mailing address): 1064 Budapest, Podmaniczky utca 57. 2. floor. 14. Company registration number: Cg. 01-09-281818 Registering authority: the Commercial Court of the Metropolitan Court of Budapest Tax number: 25552937-2-42 Számlaszám: 11713081-21143630-0000000 E-mail: office@nativhirdetes.hu

## II. Concepts:

media advertising space sales agent: a natural person, legal entity or unincorporated organisation acting on behalf of the advertiser, which sells advertising space to the advertising intermediary or advertiser on behalf of the advertiser;

Partner: with Native Hirdetés Kft. for the sale of advertising space on websites managed and operated by them a contracted natural person, legal person or unincorporated organisation.

Online advertising spaces: websites managed and operated by the Partners and partner sites under separate contract

occupied advertising space;

advertising: any communication, information or representation which is intended to promote the sale or otherwise obtain the use of a marketable movable tangible property, including money, securities and financial instruments, and natural resources which can be used as such (hereinafter together referred to as "goods"), services, immovable property, rights in rem (hereinafter together referred to as "goods"), or, in connection with this purpose, to promote the name, designation or activities of an undertaking or to increase the recognition of goods or trademarks;

electronic advertising: any information society service or communication by electronic means other than voice telephony:

a) advertising within the meaning of Section 3(d) of Act XLVIII of 2008 on the Basic Conditions and Certain Restrictions on Economic Advertising Activities, or

b) information related to the achievement of a social objective, which does not constitute advertising.

publication of advertising: making advertising available to the general public or to an individual addressee, whether or not the contract for the publication of the advertising specifies the place, time or manner of publication;

publication of an electronic advertisement: making an electronic advertisement available to the general public or to an individual recipient.

code of conduct: an agreement or set of rules, established in the context of market self-regulation, which sets out rules of conduct to be followed in relation to a commercial practice or sector of activity by undertakings which accept the code as binding on them.

|related| native network: the Native Advertising Ltd. Native Advertising Networks' media portfolio of online advertising platforms.

CTR: "click-through rate", which shows the percentage of users who clicked on an advertisement. The click-through rate is calculated by dividing the number of clicks by the number of impressions. The higher the ratio, the more successful the ad.

advertiser: a person who has the means to publish the advertisement and, with the help of these means, publishes the advertisement

makes it accessible.

Terms used in this Agreement and not specifically defined herein shall have the meanings given to them in the applicable legislation and the Hungarian Advertising Code.

#### III. Relevant legislation and code of conduct:

Act LVII of 1996 on the Prohibition of Unfair Market Practices and Restriction of Competition

Act CVIII of 2001 on certain aspects of information society services

Act XLVIII of 2008 on the Fundamental Conditions and Certain Restrictions of Economic Advertising Activities ("Act XLVIII")

Act CIV of 2010 on Freedom of the Press and the Basic Rules on Media Content

Act V of 2013 on the Civil Code

Act XXXVI of 2013 on Electoral Procedure ("Act on

Electoral Procedure") Act XXII of 2014 on Advertising Tax

Hungarian Advertising Code ("Code")

## IV. General conditions

1. Purpose and scope of application of the General Terms and Conditions

1. The provisions of these GTC apply and are applicable to the self-service advertising publishing framework agreement (hereinafter referred to as the "Framework Agreement") and individual agreements (hereinafter referred to as the "Individual Agreement") concluded between Native Hirdetés Kft. and Advertisers for the sale of advertising space in Native Hirdetés Kft.'s media portfolio of online advertising spaces (hereinafter referred to as the "lealed | native network") - hereinafter collectively referred to as the "Agreements".

2. The provisions of these GTC shall form part of the Contracts. Any provision other than these GTC shall be agreed by the Parties in a separate agreement, where, in addition to the application of the GTC, the specific legal relationship shall be governed by the terms and conditions of the Parties' separate agreement. In case of conflict between the provision(s) of the Contracts and these GTC, the provision(s) of the Contracts shall prevail.

#### 2.Presentation of the GTC to Advertisers

1. Natív Hirdetés Ltd. makes these GTC and its amendments available to Advertisers on nativhirdetes.hu in a printable and downloadable format.

2. In addition to the provisions of Section IV.2.1., Natív Hirdetés Ltd. shall draw the Advertiser's attention to the application of the GTC when filling in the Registration Data Sheet and the online contracting interface, and the Advertiser must expressly accept its contents in order to conclude the Contracts. By registering, the Advertiser expresses its agreement with the terms and conditions set out in the GTC and shall comply with them.

3. Native Hirdetés Ltd. draws the attention of Advertisers to the fact and strongly recommends that they keep the amendments to these GTC and the current text under constant review.

#### 3.Amendments to the GTC

1. Natív Hirdetés Kft. has the right to unilaterally amend the provisions of these GTC in case of changes in the applicable legislation and its business policy. The scope of the amendment may extend to the Contracts already concluded before the amendment comes into force without the Advertiser's consent, subject to the following conditions.

2. Natív Hirdetés Kft. shall notify the Advertiser of any unilateral amendment that is unfavourable to the Advertiser by e-mail at least 30 calendar days prior to the date on which the amendment takes effect.

3. The Advertiser shall be notified of any modification to the GTCs that is not unfavourable to the Advertiser at least 15 calendar days in the manner described in clause IV.3.2.

4. If the Advertiser does not accept the amendment, it shall be entitled to terminate the Contracts in writing by the date on which the amendment enters into force. If the Advertiser does not terminate the Contracts by the effective date of the amendment, Native Advertising Ltd. shall consider the amendment to be accepted by the Advertiser.

4. Registration/Conclusion of a framework contract

1. It is possible to order the publication of an advertisement after registering in the |related| system (hereinafter referred to as the "System") managed by Natív Hirdetés Kft. The System operates as a self-service system where Advertisers can create and modify Advertisements, monitor the performance of Advertisements, and manage the advertising budget and schedule.

2. During the registration, the Advertiser must state the name of his/her company, registered office, tax number, contact name, company telephone number, company e-mail address, in accordance with the data in the register of companies and the register of sole proprietors. In the registration interface, the Advertiser must indicate whether he/she intends to use the service as a sole trader or as a legal person.

3. In the case of a legal person, registration and declarations may only be made on behalf of a legal person by a person who is legally entitled to represent the person or who is authorised to do so by proxy. This must be declared at the time of registration. When registering and making declarations, a sole trader acts on his/her own behalf.

4. Once the data has been entered, it can be checked for accuracy. If the data is inaccurate, you can click on the "Edit data" button to change the incorrect or inaccurate data.

5. The Advertiser must also declare during the registration process whether the product to be advertised is subject to prior quality testing or conformity certification, and if so, that the test has been carried out and that the product may be placed on the market. This declaration shall apply to all orders placed by the Advertiser. If the Advertiser wishes to advertise a product at a later date other than the declaration contained in this clause, it must notify Natív Hirdetés Kft. by e-mail at the same time as it sends the order.

6. The declaration provided for in IV.4.5. shall be kept by Native Advertising Ltd. for a period of three years from the date of publication of the last Advertisement, or five years in the case of activities covered by Act LII of 2003 on the State Certification of Plant Varieties and on the Production and Marketing of Propagating Material. The Advertiser shall be responsible for the content and authenticity of the declaration.

7. The Advertiser shall be responsible for the content and accuracy of the data provided, and shall be liable for any damages resulting therefrom. If the Advertiser fails to provide the above data and declarations, the registration will not be approved by Native Advertising Ltd.

8. The Native Advertising Ltd. is entitled to terminate or withdraw from the Contracts with immediate effect, and to terminate the Advertiser's access to the System directly or through the System Operator at any time, if the data provided by the Advertiser do not comply with the registration conditions, such as if they are incomplete or untrue.

9. The Advertiser shall notify Natív Hirdetés Kft. of any changes in the data provided on the Registration Data Sheet immediately, but within 15 days at the latest, in writing to office@nativhirdetes.hu. The Advertiser shall be liable for any damages resulting from failure to notify.

10. After the successful registration and confirmation, a framework agreement for the publication of the advertisement is concluded between Native Hirdetés Kft. and the Advertiser for an indefinite period of time. In this form, the Framework Agreement is concluded on-line. A contract concluded online is a distance contract, which is subject to the Grt. 5/B (1) shall be deemed to be a contract concluded in writing.

11. Natív Hirdetés Kft. creates a user account or profile for the Advertiser for the purpose of using the services of the System (hereinafter referred to as "Profile"). The data required to access the Profile are contained in the confirmation e-mail. Access to the System is possible only with the combination of the username and password sent in the e-mail. The Username is the e-mail address provided in the Registration Data Form, which will be automatically modified if a new e-mail address is provided. It is recommended to change the automatically generated password at the first login. The Advertiser must keep its username and password confidential and prevent unauthorised access to its profile.

12. Advertisers can order the publication of Ads within their Profile, modify the reach of Ads, receive settlement notifications within their Profile, and track Ad performance metrics within their Profile.

- 5. Order an advertisement
- 1. After Registration, you can order the publication of the Advertisement within the System, by using the Advertiser's

You can do this through a profile on the dedicated interface.

2. On the online platform for ordering Advertisements (hereinafter referred to as "Advertiser"), the Advertiser shall.

you must provide the following information:

- start and end of the publication period;
- the name of the advertisement;
- budget;
- Ad price;
- targeting settings;
- other data and statements related to the publication.

3. The Customer's completion is deemed to be satisfactory if the Advertiser has provided all the information requested by Native Advertising Ltd. and/or the Partner relating to the Advertisement and has made all the declarations required for publication.

4. If the Advertiser places Advertisements on behalf of another party, by placing an Order, the Customer also declares that it is authorised to order the Advertisements and is entitled to act on the order.

## 6. Advertising requirements

The detailed formal, content and other requirements relating to the Advertisements are set out in these GTC. in the <u>Advertising Rules</u> annexed to this <u>notice</u>.

## 7. Checking an advertisement

1. Native Hirdetés Ltd. shall check in each case after the submission of the Advertisement by the Customer whether the text and content of the Advertisement comply with the law and the terms and conditions of the Advertising Rules. Natív Hirdetés Kft. shall be entitled to require any statutory declarations required for the publication of the Advertisement.

2. In the case of advertising promoting gambling, Native Advertising Ltd. will request the number of the licence issued by the Regulatory Activities Authority for the organisation of gambling from the Advertiser by e-mail.

3. In the case of products subject to prior quality testing or conformity certification, Natív Hirdetés Kft. may also request the Advertiser's declaration in a separate document.

4. Nativ Hirdetés Kft. is entitled to request the opinion of the Self-Regulatory Advertising Board on the appropriateness of the Advertisement, if it deems it necessary. The time limit for the inspection shall be extended by the time the resolution is granted. All costs incurred in connection with the issuing of the resolution shall be borne by the Advertiser.

5. The inspection will be carried out within 24 hours of the order being placed on working days, in other cases within 72 hours of the order being placed at the latest. The status of the Advertisement can be tracked in the System. During the check, the status of the Advertisement will be "Under Check".

6. Natív Hirdetés Kft. is not obliged to compensate for any damages resulting from the failure to carry out an inspection or from an inadequate inspection.

8. Rejection or deletion of an advertisement

1. Natív Hirdetés Kft. has the right to refuse to publish the Advertisement or to delete the Advertisement already published if:

a) detects a breach of the law, the Code or the Advertising Standards, either during the inspection, after the inspection or following publication;

b) the content, form, quality or time of submission of the Advertisement does not comply with the requirements of Native Hirdetés Kft. or its Partners;

c) has serious doubts as to the veracity of the Advertiser's statements;

d) in connection with the Advertisement, either because of its unlawfulness, official proceedings are initiated or threatened, or the Hungarian Advertising Association, the Self-Regulatory Advertising Board expresses any objection to the Advertisement, either as a body or through any of its members or officials.

2. Native Hirdetés Ltd. will always notify the Advertiser of the reasoned rejection by e-mail. If the Advertiser does not agree with the rejection, it may request a review of the decision. A request for a review may be made in writing to the e-mail address provided in the notification e-mail.

3. Furthermore, the Advertiser is entitled to request the opinion of the Self-Regulatory Advertising Board on the appropriateness of the Advertisement, but this opinion is not binding on Native Advertising Ltd. All costs incurred in connection with the issue of the opinion shall be borne by the Advertiser.

4. Following a rejection/cancellation, the Advertiser may, at its option, either order a new Advertisement or modify its previous Advertisement in accordance with the law, guidelines and the Advertising Rules. The amended Advertisement will be treated as a new Advertisement by Native Advertising Ltd. and will be subject to a further review.

5. Affiliates also have the right to block Ads from their website or exclude certain advertiser segments. In this case, Native Advertising Ltd. will remove the campaign or Advertisement in question from the Partner's website within 24 hours of receiving the Partner's comments. Natív Hirdetés Kft. shall not be liable to the Advertiser for any resulting damages.

## 9. Establishment of an individual contract, Publication of an advertisement

1. The Individual Contract for the publication of the Advertisement is concluded when Native Advertising Ltd. has found the Advertisement to be suitable and confirms the order positively. In this form, the Individual Contract is concluded on-line. A contract concluded on-line is a contract concluded at a distance and is subject to the Grt. 5/B (1) shall be deemed to be a contract concluded in writing.

2. The Advertisement found to be eligible will be activated at the time indicated by the Advertiser. If the date indicated by the Advertiser is earlier than the date of completion of the check, the correct Advertisement will be activated immediately after the date of completion of the check. Once the Ad has been activated, it will be available on the Affiliates' sites. Native Ads Ltd. shall not be liable for any damages arising in connection with the unscheduled sharpening. In all cases, Native Advertising Ltd. will endeavour to complete the publication of the Advertisement as scheduled.

3. When displaying an advertisement, Native Hirdetés Ltd. will do its best to ensure that the advertisement reaches the intended target audience or reaches the ordered number of clicks and visits, but it cannot guarantee this in all cases. Native Hirdetés Ltd. draws the attention of Advertisers in particular to the fact that the effectiveness of the campaign may be reduced in the case of poor quality Ads, so Advertisers should exercise increased caution when preparing creative. Native Hirdetés Kft. shall not be held liable in relation to the effectiveness of the Advertisement.

4. Native Hirdetés Ltd. |related| provides the publication of advertisements via a native network. Unless otherwise provided in the confirmed order, the Advertiser may not object to - the placement of the Advertisement; its context; the placement of several different advertisements on the same surface, site.

5. Advertiser expressly acknowledges that the timing and display is subject to the availability of advertising space and the CTR indicator, and may not be continuous.

6. The Advertiser acknowledges and agrees that in the publication the nature of the "advertisement/advertisement" will be clearly indicated, so whether it is an advertisement, a promotional article, a political advertisement or a sponsorship, the nature of the advertisement will be clearly indicated by the publishing Partner.

7. In the cases provided for in IV.12.7., the publication of the Advertisement is subject to the payment of the fee to Native Hirdetés Kft.

to your account.

- 10. Modification, cancellation, suspension of an order
- 1. The advertiser has the right to cancel, suspend and modify his order at any time without giving any reason.
- 2. The advertiser is entitled to modify the creative at any time during the publication. To check the amended Advertisement

and publication shall be governed by the provisions set out in IV.7 - 9 of these GTC.

3. In the event of failure to comply with the deadlines set out in this Section IV.10., Native Hirdetés Kft. shall be entitled to consider whether or not to accept the amendment. If the amendment is not accepted by Natív Hirdetés Kft., the Advertisement will be published with the content as originally ordered, unless the Advertiser requests that the Advertisement not be published in this case.

## 11. Follow up on advertisements

Native Ads Ltd. cannot control what triggers clicks on Ads. The Advertiser can continuously monitor the performance of the Advertisement through the System, and if the Advertiser considers that the Advertisement is not performing properly, it is entitled to modify the Advertisement and/or the order as provided in clause IV.10.

12. Payment of fees, accounting

1. The Advertiser is obliged to pay a fee to Native Hirdetés Kft. for the publication of the Advertisement and for the campaign's activation.

2. Advertiser acknowledges that Native Advertising Ltd. will charge a fee for any order placed through the Profile.

3. The fee is payable monthly by the Advertiser per click or impression.

4. The advertiser acknowledges and accepts that the online statistics of Native Hirdetés Kft. shall be used as a measure of the number of clicks or impressions. The online statistics are also accessible and trackable in the Advertiser's user account.

5. Native Advertising Ltd. draws your attention to the fact that the click-through rate measured by Advertisers may differ from the click-through rate measured in the System. The difference is due to the nature of the different measurement technologies, which perform the measurements at different locations, at different times, and based on different algorithms. In particular, but not exclusively, when measuring with web analytics tools (e.g. Google Analytics), a discrepancy may occur because the System counts a click at the moment of clicking on the Advertisement, whereas the web analytics tool measures the visit only after the landing page has loaded. This can lead to a significant discrepancy if the user does not consent or blocks the web analytics measurement on the arrival page, or if the arrival page loads too slowly and the user leaves the page before the web analytics measurement can be performed. Native Advertising Ltd. is not liable for any damages resulting from such discrepancies.

6. Natív Hirdetés Ltd. will send the invoice/partial invoice to the Advertiser, as a rule, monthly in arrears, by the 7th day of the month following the month in question, or, if the campaign expires during the month, within 5 days after the expiry of the campaign.

7. In view of all the circumstances of the case, Native Advertising Ltd. may make the publication of the Advertisement subject to the prior payment of the fee.

8. Native Hirdetés Kft. will issue an invoice for the fee payable. The deadline for financial settlement is eight days after receipt of the invoice. Natív Hirdetés Kft. draws attention to the fact that in case of advance payment of the fee, the publication of the Advertisement is subject to the payment of the fee.

9. The invoice shall be deemed to be settled on the date when the consideration indicated therein is credited to the bank account of Natív Hirdetés Kft.

10. If the Advertiser is in default with the payment of the fee, Natív Hirdetés Kft. is entitled to charge the statutory default interest from the day following the last day of the payment deadline.

11. The Advertiser shall be entitled to submit any comments or objections regarding the invoice issued by Natív Hirdetés Kft. in writing within 8 (eight) days of its dispatch. If Natív Hirdetés Kft. finds the objections to the invoice unfounded and the payment is not made on time, or in any other case if the payment is not made on time, Natív Hirdetés Kft. shall be entitled, after a written warning, to refuse to publish the Advertisements to be published, or to refuse to accept further orders, or to require advance payment until the outstanding amount, including all its charges, has been paid in full.

13. Warranties, liability

1. In addition to the provisions of Section IV.5.3, by sending the Advertiser the Advertiser declares and assumes full warranty that the product or service to be advertised has all valid permits, notifications and certifications for its marketing and will have all valid permits, notifications and certifications for the marketing period to be included in the Advertisement.

2. The Advertiser also warrants that the Advertisement complies with the requirements of the law, the Code and the Advertising Rules, in particular that the information contained in the Advertisement is truthful and does not infringe the provisions on the prohibition of comparative advertising.

3. The Advertiser warrants that the Advertisement does not infringe any other person's intellectual property rights, moral rights, industrial property rights or rights to a sign, and that it has the necessary rights for the use of the works and details used in the Advertisement, and the necessary permissions from the rightholders.

4. The Advertiser shall be liable for any damages resulting from the untruthfulness of the above warranty statements. Natív Hirdetés Kft. and the Partners shall not be liable in any way in this connection. The Advertiser shall compensate Natív Hirdetés Kft. and the Partners for all material and non-material damage arising in this connection.

5. Neither Natív Hirdetés Kft. nor the Partner shall be liable for the publication of materials submitted after the deadline or submitted on time but modified at the Advertiser's request prior to publication within the contractual deadline, or for any quality or content errors.

6. Neither Natív Hirdetés Kft. nor the Partner shall be liable for any damages resulting from the illegality of the Advertisement, non-compliance with the Code, Advertising Rules.

7. Natív Hirdetés Kft. shall not be liable for any refusal or postponement of the publication of an Advertisement, or for the deletion or modification of the published Advertisement.

8. Native Hirdetés Ltd. is not responsible for any consultancy opinion given during the development of the Advertisement regarding the graphic design or text, in addition to the publication fee, without any further separate consideration.

9. Native Advertising Ltd. is not responsible for click fraud, technical problems and other,

for any invalid click activity that may affect the cost of running ads.

10. The Native Advertising Ltd. makes no guarantees as to the accessibility or performance of the Advertisement, for example

people who view or click on your ad.

11. Native Hirdetés Kft. is not liable for faulty performance if the materials uploaded by the Advertiser are difficult to

a defective Advertisement is published due to a recognisable error.

12. It shall not be considered as defective performance if the publication according to the Customer is delayed due to an unforeseeable, unavoidable event beyond the control of Natív Hirdetés Kft. (force majeure).

13. Native Hirdetés Kft. limits its liability for damages caused by it to the amount of 500.000,-ft. The liability of Natív Hirdetés Kft. is limited to direct, proven, actual damages.

14. Scope and termination of the contract

1. The Framework Agreement for the publication of a self-service Advertisement will enter into force upon approval of the Registration.

2. The Framework Agreement is concluded for an indefinite period of time, subject to the right of either party to terminate it by giving 30 days' notice in writing (including by sending an email to the Parties' email addresses) without giving any reason (normal termination).

3. The Framework Agreement shall terminate beyond the terms of these GTC:

a) by immediate termination upon delivery of the notice of termination or by deletion of the user account;

b) by mutual agreement between Native Hirdetés Kft. and the Advertiser, at a time to be determined by them;

c) upon the termination (death) of either Party without succession, with effect from the date of termination (death).

4. Either Party may terminate this Framework Agreement with immediate effect by written and reasoned notice to the other Party if

a) the other Party is in serious breach of the material terms and conditions of the Framework Agreement and the terms and conditions of these GTC and such breach cannot be remedied or, if remedied, is not remedied within a reasonable period after receipt of a written notice specifying the details of the breach and how to remedy it, and setting a reasonable period of time of at least three (3) days;

b) the other Party decides to dissolve it, initiates bankruptcy proceedings, or a court decision declaring it insolvent has become final;

c) the situation of the other Party is threatened with liquidation or the other Party is not carrying on a commercial economic activity, or

is unable to settle its debts on a lasting basis.

5. The notice of extraordinary termination shall specify the serious breach of contract on the basis of which the Contracting Party exercises the right of immediate termination.

6. If the Advertiser's breach of contract gives rise to a claim by the Partner, the advertising agency or any other third party against Natív Hirdetés Kft., the Advertiser shall be liable for all such claims and shall indemnify Natív Hirdetés Kft. in full against any such claims.

7. The Individual Contract for the publication of the Advertisement shall enter into force upon positive confirmation of the order for the publication of the Advertisement and shall remain in force until the end of the desired period of publication. After termination, the Parties shall settle accounts with each other.

8. The termination of the Individual Contract shall be governed by the rules applicable to the termination of the Framework Contract, with the proviso that in the event of termination of the Framework Contract, the Individual Contracts shall also terminate.

15. Delete user account, limit services

1. Users have the right to request the deletion of their account by sending a message to <u>office@nativhirdetes.hu</u> with a request for deletion.

2. After the message has become available, but within 15 days at the latest, the Service Provider must. immediately arrange for the cancellation of the registration if all of its Individual Contracts for the relevant

As an advertiser, it has ceased to exist. If the Advertiser has an ongoing advertising campaign, the account can be deleted after the campaigns have been closed and settled.

3. If Natív Hirdetés Kft. has reasonable doubts about the cancellation request or its content, it may request the Advertiser to provide further information or to confirm its declaration. The time limit for reply shall not be counted towards the time limit for cancellation.

4. The Advertiser's data will be removed from the system within 60 days of deletion. After this period, the data can no longer be restored.

5. Native Advertising Ltd. reserves the right to delete advertiser accounts that it believes misuse the name, likeness, e-mail address, or other personal or business information or rights of any other person.

6. The Native Advertising Ltd. is entitled to delete the user account if the Advertiser uses offensive, abusive, obscene terms orally or in writing in any forum to describe the Native Advertising Ltd., its employees, agents, partners or in connection with their activities.

7. Native Advertising Ltd. has the right to terminate the advertiser's account without prior warning, information and justification if the Advertiser seriously violates the provisions of these GTC or uses the System in a manner contrary to the provisions of these GTC, in violation of the law or in an abusive manner or for such purpose.

8. Instead of deleting the advertiser's account, Native Advertising Ltd. is entitled to limit your access to the Advertising System, advertiser's account, suspend the advertiser's account.

9. In the event of late payment, Native Advertising Ltd. may restrict or suspend the Advertiser's access to the Advertiser's account until the debt is settled.

- 16. Contract amendment
- 1. The Parties may amend the Contracts at any time by mutual agreement. The amendment shall be made by the Parties

in force from the date specified.

2. After the entry into force of the amendment, with regard to the legal relationship, for the future, the amendment

shall prevail.

17. Publications

1. Native Advertising Ltd. and the Advertisers are required to put notices and communications to each other in writing,

or confirm it in writing.

2. For the purposes of these GTC, any communication sent to each other by letter, fax or e-mail (to the e-mail address of Natív Hirdetés Kft. office@nativhirdetes.hu and to the company e-mail address provided by the Advertiser) shall be deemed to be in writing.

3. Non-written communications shall be confirmed in writing at the same time and shall become effective upon written confirmation. In the event of confirmation of a notice or communication not in writing, the other party shall promptly indicate any discrepancy between the non-written notice or communication and the written confirmation.

4. Communications received and executed by letter, fax or e-mail shall in all cases be deemed to originate from the Parties, unless proven otherwise.

5. A notice contained in an e-mail, fax or SMS is deemed to have been communicated if it is made available to the addressee or other person entitled to receive it.

6. Documents sent by post shall be deemed to have been served:

- on the day of receipt, if the consignee (or substitute consignee/authorised representative) has taken delivery of the consignment;

- on the day of attempted delivery if the addressee has refused to accept delivery;

- on the fifth working day following the second attempt at postal service, if service was unsuccessful because the addressee did not accept the document (it was returned to the sender marked "not sought").

## 18. Confidentiality

1. During the term of the Contracts, Native Advertising Ltd. may share or disclose confidential information with or to Advertisers (the "Confidential Information"). Advertiser shall keep Confidential Information disclosed to it confidential.

2. The Confidential Information disclosed and learned shall be used only for the purposes set out in the contract and in these GTC.

used for the exercise of rights or the performance of obligations.

3. Confidential Information must not be disclosed to third parties. This prohibition shall not apply to employees and agents of the Parties who need access to or knowledge of the Confidential Information solely for the purpose of achieving the objective set out in Clause IV.18.2. Also, disclosure of Confidential Information to employees or agents as defined herein shall be made only after the Party acquiring the Confidential Information has notified the employee or agent in question of the disclosure in accordance with this Section IV.18.

has entered into a confidentiality agreement with strict confidentiality conditions as described in the confidentiality agreement to avoid unauthorised use or disclosure.

4. The advertiser is fully liable for damages caused by breach of confidentiality belong to.

## 19. Data management

1. Native Hirdetés Ltd. records and stores the accompanying data of the application and confirmation made on the Registration Data Sheet provided by it as an online contracting interface, as well as the content of the application filled in by the Advertiser.

2. During the Registration, the Advertiser will be informed about the data processing performed by Natív Hirdetés Kft. in connection with the operation of the System.

3. The advertiser acknowledges that Native Hirdetés Kft. is entitled to store and process the data provided by the advertiser and to forward them to the parties involved in the provision of the service. The Advertiser acknowledges that Natív Hirdetés Kft. is not responsible for the security of the data transmitted via the Internet. The Advertiser acknowledges that the Data Management Notice must be accepted online during registration.

## 20. Advertiser

1. Native Hirdetés Kft. draws the attention of Advertisers to the fact that the Internet, predominantly in Hungarian

or on a predominantly Hungarian-language internet site for consideration is taxable.

2. The Partners of Natív Hirdetés Kft. as publishers when entering into a contract with Natív Hirdetés Kft. declare that:

- comply with their advertising tax obligations, or

- have no such obligation, or

-are listed as legally liable or liable to pay tax on the date of the advertising order

in the register of non-obligated taxpayers published on the website of the State Tax Administration.

3. A about advertising tax on register registered at taxable persons on link available at:

at

https://nav.gov.hu/kozadat/egyedi kozzeteteli lista/26.-reklamado-nyilvantartasba-felvett-adoalanyok

## 21. Final provision:

1. The entire contract between Native Advertising Ltd. and the Advertiser is embodied solely in these GTC and the Contracts entered into under them. Upon the conclusion of the Contracts, all previous oral or written negotiations and agreements on this subject shall be null and void. Any custom or practice agreed between the Parties in their previous business relationship or established between them shall not form part of the Contracts. Nor shall any custom or practice which is widely known and regularly used by the parties to a similar contract in the same line of business form part of the contract.

2. In the performance of the Contracts, the Parties shall refrain from any conduct that would be prejudicial to each other's reputation and business interests and shall use their reasonable endeavours to ensure that the other Party's name is not used in a manner or context that is offensive, distasteful, offensive or otherwise prejudicial.

In matters not regulated or not regulated in sufficient detail in these GTC, the provisions of the applicable Hungarian and EU legislation in force and the provisions of the relevant codes of conduct shall prevail.
The invalidity of any provision of these GTC shall not invalidate the entire GTC.

5. Native Hirdetés Ltd. has not submitted to the procedure for the out-of-court settlement of disputes arising from the Contracts. Natív Hirdetés Ltd. shall attempt to settle any dispute with Advertisers amicably by settlement. If the amicable settlement of the dispute does not lead to a result, the Parties shall stipulate the exclusive jurisdiction of the Pest Central District Court and the Metropolitan Court of Budapest, depending on their respective jurisdiction.

6. These GTC are written exclusively in Hungarian. The language of the Contract is Hungarian.

7. These GTC are effective from 22 April 2022 until revoked.