
TERMS AND CONDITIONS

1. INTRODUCTORY PROVISIONS

- 1.1. These terms and conditions (hereinafter as the '**Terms and Conditions**') regulate the mutual rights and obligations between corporation R2B2 a.s., with registered office at Velflíkova 1429/6, Dejvice, 160 00 Praha 6, ID No.: 079 65 362, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, entry no. 24260 (hereinafter as the '**Provider**') and a business entity (entrepreneur) (hereinafter as the '**Publisher**') arising from contracts for the provision of services (hereinafter as the '**Service Contract**') concluded through Provider's website located at the Internet address <https://join.r2b2.io> (hereinafter referred to as the '**Website**').
- 1.2. The Terms and Conditions form an integral part of the Service Contract.
- 1.3. Contractual parties agree that the Provider may unilaterally amend the Terms and Conditions to a reasonable extent. The change to the Terms and Conditions shall be notified to the Publisher by e-mail to the address indicated in the Publisher's account (art. 3). The Publisher may refuse to change the Terms and Conditions and, in such case, terminate the Service Contract in writing within a notice period of one (1) month. This is without prejudice to the provisions of art. 1.4 of the Terms and Conditions.
- 1.4. Upon the Publisher's acceptance of the new version of the Terms and Conditions, the previous the Terms and Conditions shall cease to be effective, and the new version of the Terms and Conditions shall become an integral part of the Service Contract.

2. CONCLUSION OF THE SERVICE CONTRACT

- 2.1. To propose the conclusion of the Service Contract, the Publisher must register with the Provider, using the Website, whereby Publisher shall propose the conclusion of Service Contract by clicking on the relevant action field (electronic button) on the Website (hereinafter as the '**Registration Request**'). The information provided in the

Registration Request is deemed to be correct for the purposes of the Terms and Conditions.

- 2.2. Following delivery of the Registration Request to the Provider, the Provider may enable the Publisher to activate the Publisher's account (hereinafter as the '**Acceptance**'). Upon delivery of the Acceptance to the Publisher, the Service Contract shall be concluded.
- 2.3. The Publisher acknowledges that the Provider is not obliged to conclude the Service Contract (refuse Publisher's Registration Request), in particular with such business entities who have previously breached the Service Contract (including the Terms and Conditions).

3. PUBLISHER'S ACCOUNT

- 3.1. Based on the Service Contract, the Publisher can access her/his Publisher interface of the website <https://aym.r2b2.io>. From her/his Publisher interface, the Publisher can make settings for the service and use the service (hereinafter as the '**Publisher's Account**').
- 3.2. Each Publisher is entitled to have and administrate only one Publisher's Account.
- 3.3. The Publisher is obliged to update the data provided in the Publisher's Account whenever it changes. The data provided by the Publisher in the Publisher's Account is considered correct by Provider.
- 3.4. Access to the Publisher's Account is secured by a Publisher's name and password. Publisher is obliged to maintain the confidentiality of the information necessary to access her/his Publisher Account and acknowledges that the Provider shall not be liable for any breach of this obligation by the Publisher.
- 3.5. The Publisher undertakes not to share with or otherwise provide her/his Publisher's name and password to a third person. Publisher undertakes not to sell, transfer, or otherwise share Publisher's Account with a third person.

- 3.6. The Provider may prevent the Publisher from using the Publisher's Account, in particular if the Publisher breaches her/his obligations under the Service Contract (including the Terms and Conditions).

4. TERMS OF SERVICE

- 4.1. Provider's service consists of programmatic advertisement services allowing for display of advertising communication of a third parties (third parties hereinafter as the '**Partners**' and advertising communication hereinafter as the '**Advertising Communication**') in an advertising space maintained or operated by the Publisher. (Advertising space hereinafter as the '**Inventory**' and Provider's services hereinafter as the '**Service**').
- 4.2. The Inventory is situated at Publisher's website, application or similar space allowing for display or another type of content facilitation. The space where the Inventory is located, is defined for the purpose of this Terms and Conditions as the '**Space**'.
- 4.3. By the Service Contract, the Provider undertakes to provide Service to Publisher.
- 4.4. Service may not be provided by Provider if its provision is prevented by difficulties on the part of the Publisher or other persons. In particular, the Service may not be provided by Provider in the event of power outages, data network outages, other disruptions caused by third parties or force majeure.
- 4.5. The provision of the Service may be subject to interruptions, temporary limitations, disruptions, or reductions in the quality of the Service. Information stored by Publisher within Service may not be backed up by Provider. Publisher agrees that information stored by Publisher within Service may be corrupted or otherwise degraded by Provider.
- 4.6. The features of the Service may change during the term of Service Contract. However, the Publisher explicitly agrees that Provider shall not be obliged to offer updates to Service.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. The Publisher represents that it has the right, power, and necessary authority to enter into the Service Contract.
- 5.2. The Publisher represents that the Publisher is the rightful owner of the Inventory or is otherwise authorized to operate and commercially exploit such Inventory to the extent sufficient to duly perform obligations under the Service Agreement.
- 5.3. The Publisher represents that the traffic on its Space, where the Inventory is located, is natural and expressly exclude that the Publisher would directly or indirectly inflate the traffic on such Space by any fraudulent or otherwise invalid means.
- 5.4. The Publisher represents that the Space, where the Inventory is located, is compliant with applicable generally binding legislation including advertising and marketing codes of practice in the territory where the Advertising Communication will be aimed. Further the Publisher expressly represents that the Space:
 - 5.4.1. does not promote violence in any form, the use of firearms, gambling, online casinos, tobacco, alcohol or other controlled substances;
 - 5.4.2. does not violate intellectual property rights, other proprietary rights, or rights to privacy;
 - 5.4.3. does not contain obscene, pornographic, sexually explicit, offensive, abusive, libelous, defamatory, harassing content, or content directed to children under the age of 16 (sixteen) years of age;
 - 5.4.4. does not contain any malicious code nor links to such code.
- 5.5. The Publisher represents and undertakes that all information provided by the Publisher to the Provider in or in connection with the Service Contract is correct and materially complete in all respects at the time it was provided to the Provider and was not materially misleading as a result of any omission, ambiguity or otherwise and shall remain correct, not misleading and materially complete for the duration of the Service Contract.

- 5.6. Should any of the Publisher's statements in art. 5.1 to 5.5 of this Terms and Conditions prove to be untrue, and if possible, the Publisher shall, no later than three (3) days from the date on which the Publisher becomes aware of the fact causing the untruth of any of the said statements, bring the factual and legal situation into conformity with all the Publisher's statements referred to in art. 5.1 to 5.5 of this Terms and Conditions at its own expense, and the Publisher shall furthermore indemnify the Provider against any damage that may have been incurred by the Provider in this connection, including any public penalties imposed on the Provider.
- 5.7. If the Service Agreement is breached and it is not possible to bring the factual or legal situation into conformity with all the statements of the Publisher set out in articles 5.1 to 5.5 of this Terms and Conditions the Provider shall be entitled to compensation for damages against the Publisher. The amount of such damages shall be equal to the amount incurred by the Provider in bringing the factual or legal situation into conformity with any representations made by the Publisher in art. 5.1 to 5.5 of this Terms and Conditions and in payment of the related liabilities which would not exist if the Publisher's representations were true, including any applicable penalties and any related sanctions awarded and the costs of legal or other professional services.

6. USE OF SERVICE

- 6.1. The Publisher must not directly or indirectly include, the Advertising Communication in a browser window generated by any malware, adware, spyware, P2P application, viruses, Trojan horses, computer worms, data erasers, domain spoofing or any other malware which could interfere or disrupt the integrity of Provider's software and technology.
- 6.2. The Publisher may not change or otherwise interfere with the Provider's software code used for Services without the Provider's prior consent. In particular, the Publisher may not hide the displayed Advertising Communication, overlay Advertising Communication with other content, reload or otherwise repeatedly call the Provider's software code (refresh), rewrite, copy or otherwise modify the Provider's software

code or manipulate in any way the native advertising formats and their styles without the Provider's consent. The Publisher may also not use the Provider's software code in other advertising positions in the Inventory than those for which it was created.

- 6.3. If it appears to the Provider that the Provider's software code used to provide Services does not fulfil the purpose of this Service Contract, the Provider will notify the Publisher of this fact in text form. In such case, the Publisher undertakes to remove the code from the Space, without undue delay, but no later than ten (10) days after receipt of the Provider's notification.
- 6.4. The Publisher must refrain from providing any personal data as defined by Regulation 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) (hereinafter as the '**GDPR**') to the Provider. In particular Publisher must not directly or indirectly provide any data to Provider or any other Partners with Provider's network that may identify a natural person.
- 6.5. Publisher must obtain and forward to relevant Partners a freely given, specific, informed, and unambiguous consent of a person to which the Advertising Communication is directed (hereinafter as the '**End User**') to the processing of Data according to all applicable privacy laws, rules and regulations. If the Publisher Space is available in any of the states of the European Union, such Publisher must have its content management platform registered in the Transparency and Consent Framework according to IAB or must use services of a content management platform registered in the Transparency and Consent Framework according to IAB.
- 6.6. The Publisher must keep in the content management platform up to date the list of the Partners, including references to their respective privacy policies, as required by applicable laws (including official guidance) and communicated by the Provider. Further the Publisher must keep up to date full list of details in ads.txt as available in Provider's information system on the Internet address <https://aym.r2b2.io> and as communicated by Provider.

7. COMMISSION AND ITS CALCULATION

- 7.1. Remuneration for displaying the Advertising Communications in the Publisher's Advertising Space shall be paid by Partners to the Provider, and the Provider undertakes to pay commission to the Publisher from this remuneration, under the conditions specified below.
- 7.2. The anticipated amount of the Publisher's commission is continuously shown in Provider's information system on the Internet address <https://aym.r2b2.io>. The anticipated amount of the monthly commission can be controlled by the Publisher for the duration of the Service Contract.
- 7.3. Publisher's commission is determined on monthly basis and is integral part of the total amount of the Provider's remuneration for display of Advertising Communication in the Inventory, which were actually paid to the Provider by the Partners for the corresponding calendar month, after deducting VAT or other taxes and subtracting Provider's costs and expenses in connection with display of Advertising Communication in the Publisher's Inventory pursuant to the commission statement made in accordance with the art. 7.4 of this Terms and Conditions.
- 7.4. In relation to the amount of the Publisher's commission, the Provider shall provide to the Partner a statement (in electronic form) containing a summary overview of performance in the respective calendar month, always no later than within ten (10) days of the end of each calendar month. If the Publisher objects to the Provider's statement, the Publisher shall inform the Provider of their objections no later than within ten (10) days of receiving the statement.
- 7.5. If the Publisher has no objections against the statement for the respective calendar month and if the amount of total commission owed to the Publisher in accordance with this Terms and Conditions exceeds the minimum monthly amount, the Publisher shall issue a receipt of tax-deductible expenditure – an invoice to the Provider for an amount equal to the commission for that calendar month. The minimum monthly amount is USD 40 (Forty US dollars), 40 EUR (Forty euros) or 1 000 CZK (one thousand Czech crowns) depending on the currency in which the Publisher's account is held. In the event that the amount of total commission owed to the Publisher in

accordance with the Service Contract does not exceed the minimum monthly amount, the Publisher shall issue a receipt of tax-deductible expenditure – an invoice only when the amount of total commission owed to the Publisher in accordance with the Service Contract (including the amount from previous months) exceeds this minimum monthly amount.

- 7.6. Notwithstanding the conditions stated in art. 7.5 of this Terms and Conditions, the Publisher must send its invoice for a given month to Provider within six (6) months period after the month end; later deliveries will not be accepted and paid.
- 7.7. The Publisher's commission shall always be payable within a period of seventy (70) days of the receipt of tax-deductible expenditure – an invoice issued by the Publisher in accordance with art. 7.4 of this Terms and Conditions to the Provider, and always by cash-free means to the Publisher's account as provided by the Publisher in the Publisher's Account.
- 7.8. Each contractual party shall be responsible for the administration and payment of the taxes applicable to its income.

8. OTHER RIGHTS AND OBLIGATIONS OF CONTRACTUAL PARTIES

- 8.1. If the Publisher breaches any obligation under the art. 6.2 of this Terms and Conditions, the Provider shall be entitled to a contractual penalty of USD 40 (Forty US dollars) for each such breach. If the Publisher is in default of its obligations under the last sentence of art. 6.3 of these Terms and Conditions, the Provider shall be entitled to a contractual penalty of USD 40 (Forty US dollars) for each day of such default. This is without prejudice to the right to compensation for damages.
- 8.2. For the duration of the Service Contract, the Provider may use the company, trading or another name of the Partner for marketing purposes in the form of references in all types of promotional materials (irrespective of the form of these promotional materials or the form in which they are communicated) providing that the Partner's goodwill and reputation are not adversely affected.
- 8.3. The Publisher acknowledges that the computer programs comprising the website

<https://aym.r2b2.io> are protected by copyright. The Publisher undertakes not to carry out any activity that could enable him or third parties to interfere with or use the computer programs for which the Provider is the owner or Publisher.

- 8.4. The Publisher must place at reasonably accessible and visible part of Space, where the Inventory is located, a link leading to accurate privacy policy that complies with applicable legislation in a territory where the Advertising Communication is aimed. Such privacy policy must at minimum state and accurately disclose all applicable data collection, use and disclosure practices, including the use of cookies, pixels, beacons, locally stored objects, or other similar technologies by third parties for purposes of targeting individual End Users with advertisements and performing related measurement, analytics and data linkage, as well as a conspicuous link to and description of a functional opt-out page.
- 8.5. Contractual parties agree that, unless otherwise provided for by generally binding legislation, the Provider shall only be liable for culpable breaches of its obligations.
- 8.6. In the event of damage to the Publisher arising in connection with Provider's liability for defects in Service, unless the damage is caused by the Provider intentionally or through gross negligence, contractual parties agree to limit the compensation for such possible damage to the Publisher, considering the conditions of the Service, so that the total compensation for damage, including loss of profit, is limited to USD 100 (hundred US dollars). Contractual parties acknowledge that, considering all the circumstances surrounding the conclusion of Service Contract, the aggregate foreseeable damages, including lost profits that the Publisher may incur as a result of Service defects may be up to a maximum of USD 100 (hundred US dollars).

9. PROTECTION OF CONFIDENTIAL INFORMATION

- 9.1. Unless the contractual parties expressly agree otherwise in writing, the following shall implicitly be considered to be confidential information: all information relating to performance of the Service Contract (including the amount of the Publisher's commission paid out on the basis of the Service Contract) and information regarding the principles, methods and processes on the basis of which the Provider's

optimisation in the field of programmatic advertising is based (**'Confidential Information'**).

- 9.2. The contractual parties undertake not to disclose such Confidential Information. Neither contractual party may use Confidential Information for themselves or for third parties without the other contractual party's written consent if doing so would be contrary to the respective contractual party's interests. The contractual parties undertake to secure compliance with obligations pursuant to this article also on the part of their employees, representatives, authorized representatives, members of the supervisory board, members or other persons who shall have access to Confidential Information.
- 9.3. Information which has become publicly known without any fault on the part of the receiving party shall not be considered Confidential Information pursuant to this article.
- 9.4. Discharge of this Terms and Conditions (for any reason) shall have no effect on the provisions of this article (art. 9) and they shall cease to have effect three (3) years after the discharge of the Service Contract.

10. PERMISSION TO SEND COMMERCIAL COMMUNICATIONS

- 10.1. The Publisher consents to the sending of information and commercial communications by the Provider related to the Provider's services or business (plant) to Publisher's address indicated in the Publisher's Account. The Provider fulfils its information obligation towards the Publisher within the meaning of art. 13 of the GDPR regarding the processing of the Publisher's personal data for the purpose of sending commercial communications by means of a separate document.

11. DURATION OF SERVICE CONTRACT

- 11.1. The Service Contract shall take effect upon conclusion.

- 11.2. The Service Contract is concluded for an indefinite period of time. Either party is entitled to terminate the Service Contract for any reason or no reason. The notice period shall be two (2) months and shall commence upon delivery of the notice to the other party.
- 11.3. In the event that the Publisher breaches any of its obligations under the Service Contract (including the Terms and Conditions) or under generally binding legislation, the Provider may terminate the Service Contract. Termination of the Service Contract pursuant to this clause shall be effective upon delivery to the Publisher. Unless otherwise agreed, the Service Contract shall terminate upon the effective date of such termination.
- 11.4. The Provider does not charge any fees to the Publisher upon termination of the Service Contract (cooperation).

12. SERVICE OF PROCESS - LEGAL ACTS

- 12.1. Unless otherwise agreed, all correspondence relating to legal proceedings in connection with the Service Contract must be delivered to the other party in text form by electronic mail. The Publisher shall be served at Publisher's address, i.e. the e-mail address specified in Publisher's account.

13. FINAL PROVISIONS

- 13.1. The relationship related to the use of the Website and <https://aym.r2b2.io> or the legal relationship based on the Service Contract is governed by Czech law, in particular by the Act No. 89/2012 Coll., the Civil Code, as amended, with the following exceptions:
- 13.1.1. for the purposes of the relationship between the Provider and the Publisher, the application of customary commercial practices as defined in the relevant provisions of the Civil Code shall be excluded,
- 13.1.2. if any expression used in this Terms and Conditions allows for different interpretations, it shall not be construed in doubt against the person who first

used the expression,

13.1.3. an agreement that a certain part of the content of the Service Contract will be agreed between the parties subsequently is not a condition for the effectiveness of the Service Contract.

13.2. Contractual parties have agreed to the jurisdiction and competence of the courts of the Czech Republic.

13.3. The Provider is entitled to assign the rights and obligations under the Service Contract to a third party, which the Publisher expressly agrees to.

13.4. Contact details of the Provider: delivery address R2B2 a.s., Velflíkova 1429/6, Praha 6, 16000, e-mail address partner@r2b2.io.

In Prague on 19 October 2023

R2B2 a.s.