



## **General terms and conditions**

(hereinafter referred to as "GTC")

This document dated 1.4.2021 sets out the conditions of the relationship between Lurity SK, sro with its registered office at Staré grunty 18, 84104 Bratislava, IČO: 53635663, entered in the Commercial Register of the District Court Bratislava I, section: Sro, file no .: 151212 / B, (hereinafter referred to as "LURITY"), and the Partner who has registered on the Site (hereinafter referred to as "Partner").

### **Introduction**

(A) LURITY is a trading company providing visual advertising services with measured viewership through the Site.

(B) The Partner is interested in using the Site under the terms of this agreement.

(C) The Partner agrees to these terms of cooperation in their entirety by confirming this agreement through the Site.



## **Definitions of terms**

LURITY and Partner have agreed on the following definitions of terms used in this Agreement.

"Site" - a summary of the website <https://www.lurity.com> and the Portal <https://portal.lurity.com>

"Portal" - web interface allows you to enter and manage advertising campaigns, work with agency and affiliate program and other services related to the dissemination and mediation of advertising.

"GDPR" - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46 / EC

"Privacy" - information on the protection of privacy within the meaning of Article 12 et seq. GDPRs are available at <https://www.lurity.com/protection-security>

"Force majeure event" - any external event beyond the control of LURITY that can reasonably be expected of it; including (but not limited to) force majeure, betting, lockout or further disruption, declaration of war, blockade, lightning, fire, earthquake, storm, flood, explosion, government intervention, expropriation, prohibition of direct intervention, embargo, delays in access to instruments, impossibility and / or delays in obtaining official authorization or any licenses.

"Advertising" - dissemination of advertising through the LURITY advertising network;

"Medium" - means the advertising medium as a functional unit of interconnected components (eg PC, SW, LCD / LED screen and accessories).

"Account" - a virtual account on the Portal.

"Registration" - creating a virtual account of the Advertiser on the Site.

"Advertiser" - an entity, legal or natural person who distributes its advertising through LURITY;

"Administrator" means a LURITY employee entrusted with the technical or business support of the Partners, the approval of the Advertisement and other activities related to the administration of the Account;



**"User"** is a natural person with full / limited access to the Account;

**"Media space"** - is the time during which the Medium is active and displays ads, so-called. from the beginning of the opening hours to the end of the opening hours.

**"Payment Gateway"** - a technical solution enabling secure payment for goods and services through the Site. The operator of the payment gateway on the Site is Braintreepayments <https://www.braintreepayments.com>.

**"Payment cycle"** - Payments for Advertising are generally made before the campaign runs

**"Invoicing cycle"** - billing invoices are automatically generated and sent by the LURITY system after the end of the calendar month.



## **Account registration**

1.1. During the registration process, the partner is obliged to fill in the following data:

- a) Trade name of the company
- b) Name, surname, email, password and mobile phone of the User who registers the Account on behalf of the Partner.

1.2. During the registration process, the Partner is obliged to accept these GTC and the Privacy Policy. By accepting these GTC and the Privacy Policy, the Partner agrees to these conditions, the document becomes valid and the Partner gains access to the administration interface of the Website in addition to the web part of the Website.

1.3. By confirming these GTC, the User confirms and guarantees that according to the valid regulations of the Slovak Republic and the country of his citizenship or residence, he is entitled to enter into a valid contract with LURITY, which arises from the confirmation of these GTC. If the User is used by the User as a representative of another person, then by confirming these GTC, he confirms and guarantees that he is validly and effectively entitled to represent such a person. If the User is not an adult or authorized by LURITY to enter into a contract on the basis of these GTC without the consent of a representative, depending on the country of his citizenship or residence, then by confirming these GTC he confirms and guarantees that he has the consent of a legal or other representative to use the Site and confirm and accept these GTC. At the same time, the User confirms and you warrant that he is able to comply with and comply with all rules, conditions, obligations, commitments, representations and warranties set forth in these GTC.

1.4. The User's access to the Account will be secured by a combination of email and password chosen by the User. In this case, LURITY has the right to verify the veracity of the email address by sending a verification email. The User has the opportunity, in his own interest, to increase the security of the Account through two-factor authentication via a sent SMS message from LURITY. In this case, LURITY has the right to verify the veracity of the mobile phone number by sending a verification SMS.

1.5. The User who has registered the Partner's Account automatically acquires administrative rights to the Account, which allow him to completely manage the Account. This User is further entitled to allow access to the Account to other Users and assign them the corresponding role. The Partner unconditionally agrees with this.

1.6. By registering, the Partner agrees that he will be responsible for:

- a) providing current, accurate and complete information required for registration and in connection with the use of the Site;
- (b) maintaining the accuracy, completeness and timeliness of the information provided;
- c) take all measures to ensure the protection of your Account.

1.7. The Partner is entitled to use in its Account, in addition to its business name, also its logo in the form in which it is used in relation to the public by default, but only in the format and



resolution specified by the LURITY technical conditions available on the Site. The logo must not contain any advertising information (eg slogan, link to a discount promotion, etc.) or a graphic designation identical or similar to the designation used by LURITY. The Partner is not entitled to use as its logo on the Site a designation to which it does not own the rights or which could interfere with the rights of third parties to the designations. The partner bears full responsibility for damage caused by the use of the label in violation of the laws of the Slovak Republic. LURITY reserves the right to remove any logo from the Partner's business account, even without giving a reason.

1.8. LURITY is entitled but not obliged to verify the veracity of the data in the Account from publicly available sources or to contact the Partner by telephone / e-mail as part of the verification.

1.9. The partner is obliged to keep his identification and contact data entered in the business account up to date. Failure to comply with this obligation may result in confusion or deception of end customers.

1.10. The Partner is responsible for the accuracy and veracity of the data provided, which he will provide during registration or subsequently fill in / change via the Portal. LURITY will rely on the accuracy of this information. LURITY is not liable for any damages incurred in connection with the provision of incorrect or false personal or other data. In the event that as a result of the provision of incorrect or false personal or other data by the Partner, damage occurs to any Partner, LURITY or a third party, only the Partner is liable for such damage. In the event that LURITY is obliged to compensate third parties for the provision of incorrect or false information, the Partner undertakes to reimburse LURITY in full for all related expenses, including the funds necessary to compensate the third party.

1.11. If the Partner allows other Users to use his Account, he is responsible for ensuring that such third parties follow these GTC when using the Site. Violation of these GTC by these persons will be considered a violation of these GTC by the Partner. LURITY is not liable for any damages that may arise to the Partner in connection with the actions of the User or third parties on his Account.

1.12. LURITY shall not be liable for damages incurred by the User or the Partner in connection with a breach of the security of the Account or as a result of unauthorized access to the Account by a third party.

## **2. Payment terms**

2.1. Prior to the commencement of the use of LURITY services, the Partner is obliged to enter the payment card data via the Site into the Payment Gateway. LURITY has the right to verify the validity of the payment card by making a micro-payment.

2.2. The Partner is obliged to use the LURITY services in the regular Payment Cycle or when the Transaction Limit is reached.



3.3. The Partner understands and agrees that if the payment is not made for any reason, all LURITY services for the Partner are temporarily suspended until the payment is successfully made.

### **3. Rights and obligations of the partner**

3.1. When using the Site, the Partner undertakes:

- a) not upload, store, transmit or otherwise distribute through the Site content that infringes the rights of third parties or is illegal, defamatory, offensive, obscene, fraudulent or otherwise inappropriate;
- b) not to upload, store, transmit or otherwise distribute through the Site content containing personal or identification data of a person other than the User or Partner, unless he has the consent of such person;
- c) not upload, store, transmit or otherwise distribute through the Site any malicious computer code, files or programs designed to disrupt or disable the use of the Site or any other software or hardware;
- d) not upload, store, transmit or otherwise disseminate through the Site misleading or false data and information intended to mislead other users or obscure the origin of the transmitted message;
- e) use the Website exclusively in a permitted manner, in accordance with this GTC and / or valid legal regulations of the Slovak Republic;
- f) not to resell, rent, provide for a fee or free of charge the Site or any part thereof to third parties without the consent of LURITY (eg as "cloud computing" or "software as a service") or the right not to burden the use of the Site in any way;

3.2. The Partner is not entitled to change the source or machine code of the Site and try to translate them back or otherwise interfere with its functionalities. The site is not provided under any of the free licenses (GNU GPL and other free licenses).

3.3. The Partner is responsible for any content they provide to the Site; in particular, they are responsible for ensuring that they have the right to upload such content to the Site. All rights of the Partner to such content are retained (including intellectual property rights). LURITY reserves the right, in its sole discretion, to review any content that is added to the Site.

3.4. The Partner grants LURITY, by uploading or storing any content on the Site, a non-exclusive, royalty-free, geographically and materially unlimited license to use such content for which the Partner placed it on the Site (eg Dissemination of Advertising, placement of ratings / references from the Partner on the Site, etc. ). The Partner agrees that LURITY is entitled, to the extent set out in the previous sentence, to assign the license to a third party as well as to grant a sublicense to the extent set out in the previous sentence.

3.5. In the event that any content placed on the Site or Advertising Screens infringes the rights of third parties or the Partner, a person who believes that their rights have been infringed may



notify LURITY and request the removal of such content from the Site or Advertising Screen. LURITY is not obliged to comply with the request if:

- (a) The complainant shall not submit all of his identity or the identity of the owner or holder of the content rights, including contact details;
- (b) The complainant fails to demonstrate with sufficient probability that he or the person he represents is the owner or holder of the rights to the content;
- (c) The complainant does not identify with sufficient accuracy the content that violates his rights or the rights of the person he represents;
- (d) The complainant shall not make a declaration signed by him that, to the best of his knowledge, the content he requests to download or restrict violates his rights or the rights of the person he represents and that he will compensate LURITY for any damages and costs that may result from granting the request;
- (e) The complainant shall not submit a written power of attorney or other document proving that he is entitled to represent the person alleged to be the holder or owner of the rights infringed.

3.6. In the event of a breach of any provision of this Agreement, the Partner shall bear all costs and claims for damages associated with such breach (including, but not limited to, fees associated with legal representation).

#### **4. Rights and obligations of LURITY**

4.1. LURITY is not responsible for the content of the Account.

4.2. LURITY has the right to temporarily or permanently remove any information entered by the Partner on the Site, even without stating a reason, but especially if it becomes suspicious of its illegal nature or its violation of these GTC.

4.3. LURITY is entitled to maintain a database of Partners and Users, containing their identification, contact details, product list, list and Media statistics and display them on the Site even after deleting the Account or terminating the contractual relationship with the Partner for any reason. This does not affect LURITY's obligations in the field of personal data protection in terms of Privacy Policy.

4.4. In addition to the cases listed above in these GTC, LURITY is entitled to temporarily or permanently block or completely cancel the Account in the event of a breach (or suspected breach) of any obligations set out in these GTC, but in particular breach of the following conditions:

- (a) breach of the prohibition on maintaining a fraudulent business or personal account;
- (b) breach of consumer protection regulations by the Partner;
- (c) breach of the obligation to update identification and contact details;
- (d) violation of the rules of other programs operated by LURITY to which the Partner has acceded;



4.5. After blocking or cancellation, the Partner is denied access to this Account, files or other content of the Account. LURITY is not obliged to delete copies of files and other content of the Account from the server and LURITY is not obliged to make the contents of the Account available to the Partner.

4.6. In the event of cancellation or suspension of the Site, the Account may be blocked or canceled and the Partner may be denied access to this Account, files and other Account content.

4.7. LURITY, its directors, employees, workers, agents and suppliers are in no way liable for any direct, indirect, incidental or consequential damages (including lost profits), damage to goodwill or data resulting from the use of the Site, availability, reliance on use, features and the features of the Site, inability to use the Site, changes or blocking of the Site, even if they have been notified of this fact.

4.8. LURITY is obliged to duly inform all data subjects about the processing of their personal data on the Protection of Privacy.

4.9. The Partner hereby expressly consents to LURITY that, in the event of any inspection by the public authorities, it may provide the public authorities with all and any documents, data and other information made available to it by the Partners. Making information, data and documents available also means uploading them to the Site.

4.10. At the same time, LURITY is not obliged to maintain the confidentiality of information on the business relationship between LURITY, the User and the Partner, in the event that non-disclosure of the information could endanger the good name of LURITY.

## **5. Functionality agreement**

5.1. LURITY does not guarantee that the Site will always function on time, without interruption and without errors, that any errors of the Site will be rectified in a timely and proper manner, and does not provide a guarantee for the quality of the Site.

5.2. LURITY will offer the Partner adequate technical assistance if required by working in the Advertising Interface. LURITY will endeavor to resolve such a technical issue as soon as possible.

5.3. LURITY disclaims all warranties and representations (express or implied) with respect to the Site, the Program and / or the online providers, including without limitation any warranties or representations with respect to:

- a) suitability for the given purpose,
- b) viruses and other harmful components,
- c) violations of the rights of third parties,
- (d) commercial qualities.





5.4. LURITY shall not be liable to the Partner for any loss or damage that may occur to the Partner in connection with the use of the Advertising Interface or in connection with the error (omission) of LURITY in fulfilling its obligations under this Agreement. Loss or damage also includes loss of profit, costs incurred, anticipated savings, damage to reputation, loss of data, indirect, consequential or special loss or damage, whether or not they were foreseeable by LURITY, whether LURITY has been notified of the possibility of such loss or damage.

## **6. Intellectual property**

6.1. The sole owner and holder of all property rights and other intellectual property rights to the Site and any part thereof, the content of the Site, the trademarks and logos of the Site is exclusively LURITY.

6.2. By accepting these GTC and using the Site, the Partner does not acquire any property rights, licenses, sublicenses or other rights to the Site (especially not the right to modify, change, interfere with the Site, process, adapt and create derivative works, make copies of the Site, the Site or its copies further). distribute, etc.). The Site and all its components, including graphic elements, their layout, texts, interfaces and other components of the Site are protected by the law of the Slovak Republic and international agreements in the field of intellectual property rights. Any use of the Site other than in accordance with these GTC requires the written consent of LURITY. The Partner is not entitled to use the LURITY trademarks or logos or to use other LURITY graphic elements without the consent of LURITY.

6.3. Each party retains all rights, title and interest in and to its name, logo, trademarks, service marks, copyrights, patents, patent features, and patent technologies. Except as expressly provided in this Agreement, neither party shall copy, distribute, reproduce or otherwise use these materials.

6.4. If the Partner has submitted his Satisfaction Rating to LURITY through the Site, he also allows LURITY to use the Partner's trademarks and trade name on the Site as his reference.

6.5. LURITY hereby declares that it owns all rights and licenses necessary to fulfill LURITY's obligations under this Agreement and allows the Partner to display information and materials that have been provided or made available to the Partner under this Agreement.

## **7. Confidential information**

7.1. During and after the termination of this contract, the Partner must:

- a) Keep the Confidential Information confidential and not make it available to any third parties without the prior written consent of LURITY.
- b) Make Confidential Information available only to employees and suppliers whose participation is expressly necessary in the performance of this Agreement. However, such persons must be bound by a written promise of secrecy.



- c) Establish and maintain adequate security measures to protect Confidential Information from unauthorized access or use.
- d) Inform LURITY immediately of any suspected or actual unauthorized use, copying or disclosure of the Confidential Information. The Partner is obliged to provide LURITY with any assistance requested by LURITY in connection with the steps or procedures it takes as a result of such a breach.
- e) Do not copy Confidential Information without the prior written consent of LURITY. Once approved, the Partner must mark all copies as "Confidential". If a notice of ownership or confidentiality appears on the Confidential Information, the Partner is obliged to ensure that this notice is also displayed on all copies made.
- f) Use the Confidential Information only for the purposes of fulfilling its obligations under this Agreement.
- g) If the Partner is obliged by law to disclose Confidential Information, the Partner is obliged to immediately inform LURITY of this fact. If LURITY reasonably prevents or refuses to comply with an official request for the disclosure of Confidential Information, the Partner undertakes to provide LURITY with appropriate assistance.

## **8. Termination of the contract**

8.1. Both parties may terminate this Agreement at any time in their sole discretion. The Agreement shall terminate seven (7) days after the other party is notified of this fact. In the event of termination of this agreement by the Partner, all receivables from the Partner against LURITY become due immediately.

8.2. LURITY may terminate this Agreement with immediate effect if:

- a) The Partner violates any provision of this Agreement and fails to remedy the breach within two days of receipt of the LURITY notice specifying the breach and requesting its correction.
- b) The Partner breaches this Agreement and the breach cannot be remedied.
- c) The Partner breaches this Agreement in a manner that adversely affects LURITY's ability to make a profit or damages the reputation of LURITY or the LURITY Supplier.
- d) The Partner shall take any step towards the appointment of a trustee in bankruptcy, liquidator, temporary liquidator or other person for a position which will enable such person to dispose of the Partner's assets or business, even in part.
- e) The Partner will be inactive for twelve (12) consecutive months.
- f) There is a reasonable suspicion that the Partner has committed fraud.

## **9. Changes**

9.1. LURITY may amend this agreement at any time with immediate effect by publishing a new agreement (GTC) on the website below. The partner is bound by the new conditions at the time of their publication. In the event that the Partner does not agree with the wording of the new



conditions, he has the right to terminate the contract in accordance with Article 8. The Contract (GTC) and its changes will be published on the Site.

## **10. General provisions**

10.1. The Partner and LURITY have agreed that the Partner is considered an independent company for all legal purposes. The Partner is solely responsible for fulfilling its own tax or insurance obligations, reimbursing its employees, and for all other matters related to activities under this contract.

10.2. The Partner understands and agrees that this cooperation is not exclusive. LURITY reserves the right to cooperate with other partners in the same field as the Partner.

10.3. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Slovak Republic. Each of these parties irrevocably submits to the jurisdiction of a court in Slovakia.

10.4. The rights and obligations under this agreement are non-transferable without the prior written consent of the other party, except as provided by law. Any transfer without the prior written consent of the other party is considered invalid.