

**Terms of Service FOR THE PROVISION OF ADVERTISING SERVICES  
RTB HOUSE S.R.O.**

**Chapter 1. TERMS OF SERVICE FOR THE PROVISION OF ADVERTISING SERVICES**

1. These Terms of Service shall define the rules of the provision of advertising services offered by **RTB House s.r.o.**, seated in Prague. These Terms of Service shall also define the scope of rights and obligations of the Client and of RTB House respectively.
2. By placing the Order for advertising services, as established herein, the Client acknowledges that they have become familiar and agrees with these Terms of Service and that accepts their contents.
3. The following terms, as used herein, shall have the following meaning:
  - 1) **Terms of Service** – these terms of service for the provision of advertising services by RTB House;
  - 2) **Services** – advertising services, in particular services in RTB (real time bidding) technology, provided by RTB House, and including:
    - a) RTB Personalized Retargeting - the service consisting in making use of the data gathered from Internet service users in order to display advertising messages tuned to their individual preferences;
    - b) Other advertising services, in particular advertising services in RTB (real time bidding) technology, included in the commercial offer of RTB House.
  - 3) **Client** – a legal entity or sole proprietor specified in the Order, for which RTB House provides its Services. The Client shall comply with the Terms of Service regardless of whether the Service was ordered in their own name or via the third party;
  - 4) **RTB House** – the company operating under the business name RTB House s.r.o., having its registered seat at the address: Vinohradská 2828/151, 130 00 Praha 3 - Žižkov, company registration No.: 068 68 835, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 290211;
  - 5) **RTB House Group** - controlling entity of RTB House and entities under the control of RTB House's controlling entity – subsidiary entities, in accordance with Sections 74 and 79 of Act No. 90/2012 Coll., on Commercial Corporations as amended;
  - 6) **Parties** – jointly RTB House and the Client;

- 7) **Agreement** – agreement for the provision of Services, made by and between the Client and RTB House by placing the Order following the procedure established herein. The Agreement shall include the terms and conditions of the provision of Services, defined in the Order and in these Terms of Service;
- 8) **Order** – order for Services, placed to RTB House by the Client, by means of the Order Form;
- 9) **Remuneration** – remuneration due to RTB House for the provision of Services listed in the Order Form.

## **Chapter 2. PROCEDURE FOR ORDER PLACEMENT**

- 1. RTB House shall provide their Services only if the Client has placed the Order and provided RTB House with contents to be issued, compliant with these Terms of Services. The Order shall be placed by the Client in one of the following forms:
  - 1) in written form, signed by the Parties;
  - 2) as a scan of the Order, signed by the Client and sent electronically at the e-mail address indicated in the Order;
  - 3) as an e-mail confirmation of the terms of cooperation included herein and in the Order sent to the Client - the confirmation shall include an explicit acceptance of the said documents and shall be sent at the e-mail address indicated in the Order.
- 2. Client accepts these Terms of Service also by payment for the Services or by actual usage of the Services.
- 3. By performing one of the options specified in Chapter 2 point 1 and 2, Client understands and agrees that RTB House will treat Client's use of the Services as the acceptance of the Terms of Service from that moments onwards.
- 4. Should the Order be placed in a form other than those referred to in point 1.1) of this Chapter, the Agreement shall be concluded once RTB House has confirmed the acceptance of the Order, by electronic message sent at the e-mail address indicated by the Client in the Order.
- 5. On the date on which the Client has placed the order in one of the form referred to this Chapter, the Parties shall conclude the Agreement subject to the provisions of Chapter 2 point 4.

## **Chapter 3. DECLARATIONS AND OBLIGATIONS OF THE PARTIES**

1. The Client hereby declares and warrants RTB House that:
  - 1) They hold all proprietary copyrights and industrial property rights or required licenses to materials provided to RTB House, enabling the latter to use them as stated in the Order;
  - 2) The publication of the said materials will not give rise to RTB House's obligation to pay any remuneration or to any other liability to a third party for the use of the said materials as described herein;
  - 3) They authorize RTB House to use such materials in order to execute the Order and, should it be necessary for the proper provision of Services by RTB House, they undertake to grant RTB House any licenses, authorizations and permits required to use the said materials in order for Services to be provided in a proper manner;
  - 4) Their data included in the Order Form corresponds to the actual state. Should such data be changed after the Order placement by the Client, the latter shall immediately, but not later than within 3 (three) days since its change, inform RTB House accordingly, by sending the message at the e-mail address: [finance.cz@rtbhouse.com](mailto:finance.cz@rtbhouse.com);
  - 5) The materials provided by them to RTB House shall not:
    - a) Violate rights, patents, trademarks, trade secrets or other rights of third parties, whether property or personal ones, including the right of publicity;
    - b) Include any contents contrary to applicable laws, principles of morality or of social interaction;
    - c) Include contents which are vulgar, abusive or pornographic;
    - d) Promote aggression and hate speech;
    - e) Include any malware, and in particular viruses, "Trojan horses", "computer worms", "time bombs" or data erasers.
2. The Client undertakes that during their cooperation with RTB House they will comply with the Privacy Policy of Google Inc., including the obligation to insert into the regulations or in the privacy policy applicable for their Website, the notice about the possible application of RTB Personalized Retargeting to visitors of their Website(s). The said notice shall state that visitors of the Client's Websites have the right to deregister from RTB Personalized Retargeting by clicking on the following: <http://rtbhouse.com/privacy.php> and choosing the relevant option.
3. Should the materials provided by the Client be not compliant with requirements defined in point 1 above, RTB House reserves themselves the right to suspend the provision of Services for the Client until the latter has sent error-free materials.
4. The Client shall closely cooperate with RTB House in the provision of Services and shall give RTB House all and any information needed for the Services to be provided properly. The Client

shall also immediately inform RTB House about any changes or occurrences which may impact the execution of Services or the mutual cooperation of the Parties, including any decision concerning their liquidation, declaration of bankruptcy or scheduled technical breaks.

5. To the extent necessary to ensure the proper execution of Services, as defined in the Order, the Client shall authorize RTB House to use the name and logotypes of their Internet Service.
6. RTB House shall have the right to publish basic data of the Client (business name, logo, Website address) on their reference list, Internet pages, in marketing and sale materials. Client hereby grants RTB House a worldwide, non-exclusive and royalty-free license to use Client's name and any of Client's trade names and trademarks solely pursuant to this section.
7. Based on materials received from the Client, RTB House shall develop banner creations to be used for the provision of Services.
8. The Parties jointly acknowledge that RTB House shall not be obliged to receive the approval of such banner creations before their publication.
9. RTB House shall provide Services with due care. RTB House may, at its sole discretion, subcontract any of the Services to any third party without the prior consent of or notice to the Client.
10. RTB House shall be entitled to stop/suspend the provision of Services, at any time.
11. RTB House may subject further provision of Services to the fulfillment of additional conditions by the Client, not defined herein.
12. The campaign budget may be defined in the Order or by electronic messages sent to the e-mail addresses indicated in the Order.

#### **Chapter 4. LIABILITY**

1. RTB House shall not be held liable for any damage to the Client, connected with the provision of Services and caused as a result of the following:
  - 1) discontinuity in the provision of Services occurring as a result of RTB House's use of the right referred to in Chapter 3, point 10 hereof or caused by the action or the neglect of the Client or of third parties for which the Client is the sole liable,
  - 2) act of force majeure understood as a fortuitous event which could not have been foreseen and which is beyond the control of RTB House and/or the Client,
  - 3) the violation of the provisions of these Terms of Service by the Client.

2. RTB House's liability towards the Client shall cover solely the direct damage. The Parties jointly agree that RTB House's liability for the loss of profits or for any indirect and/or consequential losses is excluded.
3. RTB House shall not be held liable towards third parties for the contents and quality of materials provided by the Client.
4. RTB House shall not give any guarantees, to the maximum extent permitted by law, as to the suitability for specific purpose or the absence of defects of Services hereunder. The statutory warranty for physical or legal defects of Services shall be excluded. The total liability of RTB House for losses and damage to the Client, under any claims, requests and proceedings under these Terms of Service or in connection with their execution, non-execution or improper execution shall be limited to the amount equal to the remuneration of RTB House for the provision of Services, for the month of event which caused the damage in question. This represents the maximum foreseeable damage at the conclusion of this Terms of Services and/or Agreement and both Parties agree that the calculation of remuneration charged by RTB House for their Services is based on a division of risks between contractual Parties. None of the contracting parties may be considered as weaker or more powerful party and no contracting party considers itself as a weaker party.
5. Should any third party raise against RTB House claims based on the assumption that disseminated materials, provided by the Client, violate any rights of third party, and in particular copyrights, the Client shall be obliged, irrevocably, unconditionally and at the first request of RTB House to pay the latter any amounts which RTB House would need to pay due to such events to third parties as well as any costs required to ensure the protection of RTB House's rights, including legal fees and charges awarded under the valid court decision, within 14 (fourteen) days since the call to pay has been serviced to the Client, which however does not exclude RTB House's right to claim remedies under general rules of law. Should the circumstances described in the preceding sentence occur, RTB House shall immediately inform the Client about claims being made, and the Client shall immediately provide RTB House with all necessary data and files which could have an impact on the outcome of relevant proceedings.
6. Should any third party raise against RTB House claims based on the assumption that disseminated materials, provided by the Client, violate any rights of third party, RTB House reserves itself the right to immediately suspend the provision of Services until the issue has been settled. The above shall not free the Client from the obligation to pay the remuneration due to RTB House for the period for which the Services have been provided.

## **Chapter 5. REMUNERATION**

1. For the provision of Services, as defined in the Order, RTB House shall be entitled to receive from the Client the monthly Remuneration in the net amount stated in the Order. The

Remuneration amount shall be increased by the due VAT amount, calculated at the rate applicable on the day of the VAT invoice issuance.

2. The modalities of the Remuneration payment shall be described in the Order Form.
3. Should the payment deadline stated in the VAT invoice be exceeded, the Client shall pay statutory interests calculated since the first day of default.
4. Should the Client settle the payments in untimely manner, RTB House shall be entitled to terminate the Agreement with immediate effect.

## **Chapter 6. COMPLAINTS**

1. The Client can signal any issues and comments about the Services by way of notification sent at the e-mail address: [customers@rtbhouse.com](mailto:customers@rtbhouse.com), within 30 (thirty) days since the event which gave rise to the complaint.
2. The complaint notification shall include, at least, the name of the complaining entity/individual, and the full description of the event which gave rise to the complaint (including campaign statistics or screens if they confirm the Client's position) to enable RTB House to handle the complaint properly.
3. RTB House shall handle the complaint within 14 (fourteen) days since its notification, provided that it contains all details required under point 2 above. Should the complaint notification be incomplete, the complaint handling deadline will run since the date of receipt by RTB House of the complete notification. Assessment of the completeness of complaint notification is at RTB House's sole discretion.

## **Chapter 7. TERM AND TERMINATION OF THE AGREEMENT**

1. The term of the Agreement shall be defined in the Order.
2. If the Agreement is concluded for an indefinite term the Parties shall have the right to terminate the Agreement without reasons and at any time, subject to a 30 (in words: thirty) day notice period, by sending to the other Party their termination statement, in written form.
3. The Parties shall have the right to terminate the Agreement with immediate effect if any of them violates the provisions of these Terms of Service or generally applicable laws. Should this be the case, the Party terminating the Agreement shall send to the Party in breach either electronically, at the e-mail address indicated by the latter, or by mail (registered mail with acknowledgment of receipt) the call to stop the breach within 3 (in words: three) working days since the delivery of such notice. After this period has elapsed without effect, the Party shall have the right to terminate the Agreement with immediate effect.

4. Should the Agreement be terminated/expire, for whatever reason, the Client shall pay RTB House the Remuneration for the provision of agreed Services, due for the period running since the date of the Service commencement until the date of the Agreement termination/expiry.
5. The Agreement between the Parties shall be terminated automatically should the Client not start to use the Services within 90 (ninety days) since the Order placement or should at least 90 (ninety days) elapse since the last day on which the Client has used the Services unless the Parties decide otherwise in the Order or by electronic messages sent before the lapse of the term to the e-mail addresses indicated in the Order.

## **Chapter 8. CONFIDENTIALITY**

1. The Parties undertake mutually to consider as confidential and not to disclose to any third party without the written explicit consent of the other Party, any information received from the other Party, and namely technical, technological, organizational or other information with business value, provided by each of the Party in every form, whether in writing or electronically, and concerning their mutual cooperation, including analyses, studies, summaries or any other files executed by one of the Parties, and also those based on information provided by the other Party and including or reflecting such information (hereafter **“Confidential Information”**).
2. The Parties shall not consider as Confidential Information statistical data from the advertising campaign run by RTB House for the Client under the Services, provided that such statistics are aggregated in a manner which prevents their identification with the Client’s advertising campaign.
3. The data (excluding statistical data as referred to in point 2 above) and cookies gathered in the course of the Service provision shall be used solely for the purpose of such Services. In the event of providing Service by using platforms that allows to buy online advertising space in models other than Real Time Bidding model (e.g. Facebook Dynamic Product Ads), relevant Client’s data can be disclosed to business partners of RTB House or other company from RTB House Group in order to perform this Service properly.
4. Shall not be considered as Confidential Information, information which:
  - 1) is in public domain before the conclusion of the Agreement or will become publicly available after its conclusion without the fault of any of the Parties or the persons or entities indicated in Chapter 8, point 5;
  - 2) is or will become available to the Parties or the persons or entities indicated in Chapter 8, point 5 from a source which is not the other Party, provided that the entity/individual disclosing such information is not bound with the other Parties by the obligations under confidentiality clause or agreement;

- 3) was held by the Party or the person or entity indicated in Chapter 8, point 5 before the conclusion of the Agreement, provided that the entity/individual disclosing such information was not bound with the other Party by the obligations under confidentiality clause or agreement;
  - 4) has been acquired independently from the other Party as a result of works executed by the Party or the person or entity indicated in Chapter 8, point 5 to which Confidential Information has not been disclosed.
5. Each Party may disclose Confidential Information received from the other Party, to their advisors, staff, managers or to providers of services to the Parties delivered based on the contract of mandate or on another legal title. RTB House may also disclose Confidential Information received from the other Party to other companies from RTB House Group, their advisors, staff, managers or to suppliers delivering services to the companies based on the contract of mandate or on another legal title, provided that such disclosure is made solely and exclusively for the purpose of the Services and that such individuals have signed the obligation of confidentiality with at least the same scope as the one defined herein.
  6. The Parties agree not to use Confidential Information to the detriment of the other Party or to use it in any other way not connected with their mutual cooperation. Any Party's failure to keep secret the disclosed Confidential Information, by its disclosure, transfer or use shall be considered as an act of unfair competition.
  7. The confidentiality obligation shall not cover Confidential Information which needs to be disclosed, whether in whole or in part, based on applicable laws, judgment or decision issued by the competent court or by another judiciary or administrative body or by another authorized body whose jurisdiction covers the Party or persons or entities indicated in Chapter 8, point 5 requested to disclose such Confidential Information.
  8. The confidentiality obligation and the confidentiality protection, as set forth herein, shall be applicable regardless of whether Confidential Information has been provided orally, in writing or in another form or substance, and whether such Confidential Information was actually designated as "confidential", "proprietary" or "secret" or in another way or whether it was not specifically designated at all.
  9. The confidentiality obligation referred to in this point shall be binding for the Parties both during the provision of Services and for the period of 3 (three) years after their execution, the refusal to execute them or their cancellation.

## **Chapter 9. FINAL PROVISIONS**

1. Any matters not covered by these Terms of Service shall be governed by generally applicable laws of the Czech Republic



2. If RTB HOUSE seeks to modify the provisions of these Terms of Service at any time, RTB HOUSE shall notify the Client of such changes via e-mail to the Client's e-mail address (as specified in the Order Form) with 30 days' notice. The changes come into force 30 days from the day of the notification. Once notified, if Client does not agree to such modified Terms of Service, the Client may terminate the Agreement upon notice as per Chapter 7 hereinabove. During the notice period, the Terms of Service as applicable prior to the modification shall continue to apply.

The current version of these Terms of Service shall be available on RTB House Website, at the address: <https://www.rtbhouse.com/terms-and-conditions-czech-republic>.

3. RTB House reserves the right at any time to cease the support of the Services and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability or other characteristics of the Services.
4. RTB House may deliver any notice to Client via electronic mail to an email address provided by Client, via Client's account, registered mail, personal delivery or renowned express courier. Any such notice will be deemed to be effective (i) on the day the notice is sent to Client via email, (ii) upon being uploaded to Client's account (irrespective of when Client actually receives it), (iii) upon personal delivery, (iv) one (1) day after deposit with an express courier, (v) or five (5) days after deposit in the mail, whichever occurs first.
5. All parties involved in the Agreement will understand and follow the rules and regulations of the applicable data protection laws. To the extent that Services provided by RTB House are subject to any applicable data protection laws, the Parties shall comply with such data protection laws and should it be necessary, shall execute additional documents (e.g. Data Protection Addendum) concerning compliance with such regulations.
6. Should any of the provisions hereof be legally considered as invalid or unenforceable, this will be without impact on the validity or enforceability of their remaining provisions. The invalid/unenforceable provision shall be replaced by another provision with the purpose equivalent or possibly the closest to the purpose of the invalid/unenforceable provision. The Client is not authorized to assign their rights and obligations under the Agreement, whether in whole or in part, without the previous written consent of the RTB House.
7. The Parties undertake to make all their endeavors to settle amicably any disputes arising in the course of their mutual cooperation. Should they fail to reach an amicable agreement, any disputes shall be settled in the court of first instance at Prague 1 or the Municipal Court in Prague, Czech Republic, as applicable.
8. Should following separate arrangements between the Parties any discrepancies arise between the Order Form and these Terms of Service, the arrangements in the Order Form shall prevail.

*These Terms of Service have been made in English. They can be translated into other languages, and should any discrepancies arise between the English version and another language version, the English version of these Terms of Service shall prevail.*