

General Terms and Conditions of RTB media, s.r.o. for Providing Licensed Software

Identification of the software provider:

RTB media s.r.o.

Company identification number: 294 16 876

having its registered office at Přetlucká 3396/16, 100 00 Praha 10 – Strašnice

(for the purpose of these General Terms and Conditions hereinafter referred to as “**RTB media**”)

Prior to accepting the contract, you must carefully read the entire text of the contract and fully acquaint yourself with its terms and conditions, including but not limited to the excepting clauses or exceptions. In other forms, the excepting clauses or exceptions are highlighted in bold or highlighted so that they attract your attention. In case of any doubts concerning the terms and conditions of the Contract apply to the respective sales department of RTB media. You must not use the service before you have read and accepted all the terms and conditions of the Contract. As soon as you choose the option “agree and send the Contract” (for the detailed wording see the registration page) and finish the registration procedure, or you use the service in any form, you will be regarded as having read and agreed with the stipulations of the Contract and the above-mentioned rules. In case of any breach of the Contract, RTB media has the right to unilaterally limit, suspend or terminate the service for you and has the right to investigate your respective obligations.

These General Terms and Conditions (hereinafter referred to as “**the Contract**”) are entered into by and between you and RTB media, s.r.o. Among other things, the Contract includes the Principles of Personal Data Protection of RTB media, s.r.o. and other content. In case of changes to the General Terms and Conditions, RTB media will send you a message through the licensed software without prior warning. After the message has been delivered, the changed terms and conditions and rules become a part of the Contract without further notifying you of the change. In case of objections to these changes, discontinue your use of the RTB media service; if you continue to use the service, it is presumed that you have no objections to the changed rules and agree to observe them.

1. Basic Provisions

- 1.1. The licensed software means the software system developed by RTB media, s.r.o. downloaded, installed and used in the given system mobile terminals (hereinafter referred to as ***“the Licensed Software”***).
- 1.2. The services mean the services provided to you by RTB media and its suppliers. You may use these services on a mobile terminal with the Licensed Software.
- 1.3. These General terms and Conditions regulate the mutual rights and obligations of RTB media and the person who concludes the Contract out of his/her business activity as a consumer or in the framework of his/her business activity (hereinafter referred to as ***“the Customer”***) by means of downloading and installing the Licensed Software into the mobile device.
- 1.4. The provisions of the General Terms and Conditions are an integral part of the Contract. Variant provisions of the Contract take precedence over the provisions of these General Terms and Conditions.
- 1.5. These General Terms and Conditions and the Contract are concluded in the Czech language unless RTB media and the Customer agree otherwise.

2. Services

- 2.1. RTB media offers to the Customer the services of intelligent administration of the Life device based on which you can access the intelligent terminals of RTB media and its suppliers through the Control smart platform of RTB media, s.r.o. and perform the interconnection among intelligent devices. The content of the service includes the intelligent administration of the device, interconnection of scenes, an analysis report, etc. These functions may be optimised or modified depending on changes of users' requirements or decisions of the service provider and provision of services may be suspended for regular as well as irregular maintenance.

3. Scope of the Service

- 3.1. RTB media gives you the right to use the product based on the Licensed Software. RTB media hereby provides the Customer with a limited, non-exclusive, non-transferrable and revocable licence for which another partial licence cannot be created for the access and use of the Licensed Software.
- 3.2. It is prohibited to further licence, sublicense, sell, lease, transfer the Licensed Software, to issue it in any form or use it for other commercial purposes. With

respect to the limitations of the platform for adjusting the software and terminals, you can use the Licensed Software only in the authorized system platform and terminal; if the Customer installs the Licensed Software into another device, it may damage the hardware or cause malfunction of the Licensed Software.

- 3.3. The Customer takes into account that the Licensed Software may be used for non-commercial purposes only and the installation, use and utilization of the Licensed Software is forbidden. If such business activity is essential, it is necessary to obtain prior written permission and consent of RTB media.
- 3.4. From time to time, RTB media and its suppliers may change, update or transfer the Licensed Software or the respective functions and may add new functions or services into the Licensed Software system. If no individual contracts are attached to the above-mentioned new functions or services, the Customer is entitled to the corresponding functions and services which are also the subject matter of the Contract.
- 3.5. The Customer is responsible for the accuracy, reliability, integrity and legality of the input data and the legality of the manner in which the Customer obtains the data as well as for regular data backup.
- 3.6. The Customer must keep their account number and password properly. In case of any security gap in the Customer's account (including disclosure of the user password), the Customer will inform RTB media in time that will help the Customer with carrying out respective measures. Otherwise, the Customer assumes all the responsibility related to his/her account.
- 3.7. The Customer is responsible for carrying out all the preparations necessary for ensuring access to the Licensed Software, including providing a compatible device, console, or platform, and access to the Internet. The Customer is responsible for ensuring that all the persons accessing the Licensed Software through the Customer's device know these General Terms and Conditions and observe them continuously.

4. Third Party

- 4.1. The Customer takes into account that some services of RTB media and its suppliers are based on the software or services provided by a third party. This service is set to make your registration easier; a legal permit is obtained from the third party.

- 4.2. The product contains certain information and services of the third party. RTB media and its suppliers do not check the information and services of third parties and are not responsible for them.
- 4.3. The Customer takes into account that RTB media and its suppliers cannot guarantee that the Licensed Software always uses or contains the mentioned services or that different software provided by the same third party will be used in the future. Similarly, it can use similar services provided by a different third party. During use, this Contract applies to the above-mentioned corresponding software or services.

5. Standards for Use

5.1. The Customer is obliged to use the Licenced Software in the usual way. The following uses are inconsistent with the standards for use:

- 5.1.1. Issuing or sharing computer viruses, malware or software which intentionally damage or alter the computer system or data;
 - 5.1.2. Collecting information or data of other users without authorization, for example email address etc.;
 - 5.1.3. Misusing the product in an automated way which causes excess loading of the server, or in another way to disturb or damage the web server and network connection.
 - 5.1.4. Attempting unauthorized access to the server data or the details of the product communication;
 - 5.1.5. Interfering in the production application or harming it by other users.
- 5.2. The Customer takes into account and agrees that:
- 5.2.1. If RTB media finds out that the Customer is involved in breaching the above-mentioned standards, according to the results of the findings it will either suspend or terminate the Customer's licence validity or adopt other restrictions.
 - 5.2.2. In using the Licensed Software, RTB media removes the information and data that are in conflict with the law or breach the legal rights of other persons or are contrary to the Contract directly and without prior notice.
- 5.3. If a third party suffers damages in consequence of the Customer's breach of the standards for use, the Customer will be severally liable in his/her name, including without limitation the Customer is accountable to RTB media for the loss or additional costs resulting from that. RTB media has the right to claim damages

arising as a result of breaching the rules for using the Licensed Software. The same applies also to the damage caused to the RTB media suppliers.

6. Standards of Information Content

6.1. The Customer agrees that by using the service he/she will neither breach laws nor use the services improperly; such actions and conduct include (among other things):

6.1.1. Recording, transferring or sharing information containing some of the following information:

- 6.1.1.1. endangering state security or disclosure of state secrets;
- 6.1.1.2. incitement to hatred, racial intolerance, and generally any racial content or other content resulting in discrimination or offence to minorities;
- 6.1.1.3. slander, spreading offensive content or similar content breaching legal rights and interests of other persons;
- 6.1.1.4. spreading obscenity, pornography, hazardous games, content displaying violence or abetting a crime;
- 6.1.1.5. manifestly false, fraudulent content, content invading privacy of other persons and content manifestly disturbing other persons.
- 6.1.1.6. containing other content which is restricted or prohibited by the generally binding legislation.

7. Principles of Personal Data Protection

7.1. For RTB media it is essential to protect the personal data of the Customer. RTB media issues the Principles of Personal Data Protection of RTB media, s.r.o. in which there is published the content related to the ownership and protection of intellectual property, collecting, using, sharing, retention and protection, etc., of your personal data. RTB media recommends that the Customer read the Principles of Personal Data Protection of RTB media, s.r.o. thoroughly.

8. Additional Stipulations

8.1. **Unless the generally binding legislation states otherwise, RTB media will do everything possible to ensure the security, validity, accuracy and reliability of the Licensed Software and respective technologies and information; however, RTB**

media cannot guarantee it for the reason of limitation by the available technologies at the present time.

8.2. **The Customer takes into account that RTB media does not assume liability for direct or indirect loss caused by an event of Force Majeure and a failure of a third party.**

8.3. **The Customer is liable for damage to property or personal injury or for damage caused accidentally or by any of the following accidents or in connection with it:**

8.3.1. a third party uses the Licensed Software or changes your data without permission;

8.3.2. expenses and loss caused by using the Licensed Software;

8.3.3. incorrect understanding by the Customer of the operation of the Licensed Software;

8.3.4. other loss related to the use of the Licensed Software caused by reasons not attributable to RTB media.

8.4. **The Licensed Software altered in any way, unless such a change has been developed and issued by RTB media, or any software derived without consent from the Licensed software is illegal software. Downloading, installing and using such software may cause unforeseeable risks. RTB media is not liable for the damage caused by using such software and has the right to suspend or terminate the licence for the Licensed Software and other related services.**

8.5. **The Customer has been informed that the use of the smart platform of RTB media and its supplier includes the Internet services that may be influenced by various factors independent of the will of RTB media. Even though RTB media has taken protective measures, the service may be suspended, interrupted, delayed, a limitation or a failure of the application may occur as a result of natural errors and defects of the Internet and electronic communications as well as of an event of Force Majeure. The Customer agrees that he/she bears the above-mentioned risks and agrees that RTB media is released from any liability in case the usual operation of services is affected by the occurrence of the above-mentioned risks.**

9. Termination of the Contract and Breach of the Contract

9.1. The Customer takes into account that when using RTB media services, he/she will use the Licensed Software in compliance with the scope of the authority, respect the intellectual property of RTB media and the Licensed Software and the content

contained in the Licensed Software and fulfil the obligations according to the Contract. RTB media reserves the right to revoke the licence and terminate provision of the services in case of breaching the Contract and the generally binding legislation.

- 9.2. The operation of the Licensed Software depends on the supporting services provided by RTB media affiliated companies. Breaching the conditions, agreements, rules, notifications and other relevant regulations of RTB media and its affiliated companies may cause the impossibility of the usual use of the Licensed Software. In such case, RTB media is entitled to terminate the licence for the application or take measures to limit the Customer's licence to the application.
- 9.3. In case of a breach by the Customer of the Contract or other agreements concluded with RTB media, RTB media and its suppliers have the right to inform the affiliated companies and request that they take measures limiting the use of the services related to the Licensed Software, or possibly that they suspend or terminate the provision of such services.
- 9.4. The Licensed Software can be downloaded from the downloading platform and you are obliged to observe the provisions of the downloading platform, the system platform and the production of the terminal on the modes of use and limitations of the Licensed Software. If the above-mentioned third party confirms that you are breaching the Contract and a remedy is necessary by RTB media, s.r.o. and its supplier, upon a request of such a third party, RTB media, s.r.o. may terminate the validity of your licence to use the application.
- 9.5. After the validity of the licence to the Licensed Software has been terminated, the Customer is obliged to stop using the Licensed Software and destroy all copies in their possession.

10. Final Provisions

- 10.1. If the Customer as a consumer lives in an EU country, all the legislation of the country of his/her residence apply to him/her. No part of these terms and conditions affects the Customer's right to rely on such local binding legislation.
- 10.2. The European Commission has established a platform for on-line settlement of disputes; you can find it here <http://ec.europa.eu/consumers/odr/>.

- 10.3. You and RTB media, s.r.o. settle any disputes arising from or in connection with the Contract amicably or submit them for decisions to a competent court of general jurisdiction of the Czech Republic.
- 10.4. The provisions of these terms and conditions relating to the liability for damage caused to the Customer, RTB media or third parties, and the provisions on the obligation to compensate such injured person remain in force even in case of termination of the Contract by notice or in case of other termination of the Contract.
- 10.5. It is conclusively presumed that the Contract was signed at the registered office of RTB media, i.e. at the address: Přebucká 3396/16, 100 00 Praha 10 – Strašnice.
- 10.6. RTB media may change or amend the wording of the General Terms and Conditions. This provision is without prejudice to the rights and obligations arising during the effect of the previous wording of the General Terms and Conditions.