

GENERAL TERMS AND CONDITIONS

for the Commission program — Leadmatica platform

I. INTRODUCTORY PROVISIONS

1.1. These General terms and conditions for the Leadmatica Commission program (hereinafter referred to as the "GTC" or "**Terms and conditions**") provide for the rights and obligations between the operator of the Leadmatica commission program - Hyperia, s.r.o., with its registered office at Na Bráne 8665/4, 010 01 Žilina, Slovak Republic, Company registration number 47136961 (hereinafter referred to as the "**Operator**" or "**Provider**"), and the partners participating in the Leadmatica commission program within the meaning of the Cooperation Agreement.

1.2. The GTC are an inseparable part of the Cooperation Agreement and all its possible changes and additions. Terms defined in these GTC have the same meaning in the Cooperation Agreement as in all other documents related to the Cooperation Agreement.

II. DEFINITIONS OF BASIC TERMS

2.1. Leadmatica – an online affiliate platform or commission network accessible on leadmatica.com, where the Operator allows registered and approved members to access Advertising Campaigns through marketing tools, as well as to access a Commission overview of Conversions carried out, within the individual set of conditions for individual campaigns.

2.2. Partner – an entity that enters the Leadmatica Commission network as an entity offering advertising space on its website or social networks, e-mail, etc. Only an entrepreneur – a legal entity or natural person (self-employed) with a valid business authorization can become a partner.

2.3. Advertising element – graphical banners, text links, forms, and other formats provided to an operator's partner for the purpose of promoting the products or services of the Operator or his business partner (so-called advertiser).

2.4. Advertising Campaign – a promotional campaign that can take the form of an iframe, text message, graphic banner, or other advertising element. The aim of the campaign may be to bring the visitor to the target website, fill in a form such as a product application form or other reference form, etc.

2.5. Lead – any validated, non-duplicate, complete application by an interested party for a product falling within the Operator's active advertising campaign portfolio published in the Leadmatica affiliate platform.

2.6. Conversion - an action that results in fulfillment of the Commission payment requirement for each activated campaign involved in the Leadmatica system. The most common type of conversion in Leadmatica is a Lead. However, the conversion as a broader term also includes activities other than a Lead which are subject to a Commission claim in a particular campaign.

2.7. Commission – remuneration for the Partner who generated the Conversion through his communication channels. The Partner shall not be entitled to the payment of the Commission unless it is definitively approved and confirmed in the provider's final account.

2.8. Interface or Admin – part of the Internet affiliate service of the Operator available in the given web portal section of leadmatica.com, allowing the measurement and display of realized business references, Leads delivered, or other Conversions.

2.9. Communication channels – Partner's website, blog, social networks such as Facebook, Twitter, google+, LinkedIn, and others, as well as e-mail, Skype, and other channels used by the Partner in his communication activities.

2.10. Cooperation agreement – a contract concluded between the Partner and the Operator within the meaning of Article III of these GTC.

III. REGISTRATION AND THE PROCESS OF CONCLUSION OF THE CONTRACT

3.1. The use of the Leadmatica platform is only possible by registering a Partner to the platform. In the registration form, the person interested should fill in personal information for the contact person which is necessary for communication purposes and for billing commissions. The interested party's agreement with the GTC during the registration process results in a cooperation agreement regarding the Leadmatica platform being concluded between the Operator and the interested party, who has thus acquired the status of a Partner by registering and agreeing with the GTC.

3.2. In the case of special cooperation, in particular where the cooperation arrangements between the Operator and the Partner are set to a certain extent different from those of the GTC, the Operator and the Partner shall enter into a cooperation agreement separately, in written form. Even in this case, these GTC form an integral part of the separate cooperation agreement and apply the contractual relationship in question, to the extent that they do not determine the terms of the special cooperation agreement otherwise.

3.3. The Partner declares that the information provided by him in the registration is correct, true, complete, reliable, and right and that he has legal capacity in its entirety.

3.4. The partner is fully responsible for storing the access data to the internal interface of the Leadmatica platform in secret and secure terms.

3.5. The extent to which the Partner uses the Leadmatica platform is his sole decision.

IV. THE RIGHTS AND OBLIGATIONS OF THE PARTNER AND THE OPERATOR

4.1. The partner shall place on his website, on his accounts on social networks, or in any other way that he considers appropriate, the Advertising elements provided by the Provider, which are contained in the Leadmatica platform, for the purpose of promoting campaigns conducted by the Operator.

4.2. Any documentary or electronic material and promotional graphics received by the Partner within the cooperation shall be protected by copyright and may be used unchanged and only for Advertising campaigns under the Leadmatica platform. By handing over documents and advertising material, the Partner does not acquire any direct or derived right to use them for his or her benefit or for the benefit of third parties, and is obliged to use them exclusively in the manner described above.

4.3. The sending of unsolicited mail or promotional content (so-called 'spam') relating to, or related to, a Provider or its products or services through channels that are contrary to the law is not permitted. The Partner shall take full responsibility for such unlawful conduct and such conduct shall be considered as a material breach of the obligations of the Partner.

4.4. The Partner undertakes that the website operated by him contains no content or reference to content that is illegal, infringes copyright, trademark, and patent rights, the trade name, or other rights of third parties. The partner shall refrain from any act, omission, or non-act which would damage or could damage the reputation of the Provider.

4.5. The Advertising element may not be placed on websites containing pornographic content, expressions of racial intolerance, expressions of xenophobia, or other expressions generally considered undesirable or on sites that could damage the reputation of the Provider or his partners. The Provider reserves the right to check the content of the websites on which the Advertising Elements will be placed, the right to request the removal of the Advertising Element from a website without the obligation for any indemnity, compensation, or other settlement.

4.6. The Partner must not use an illegal form of promotion.

4.7. The Operator is not responsible for the functionality of the links and technology and does not guarantee any minimum number of clicks on the link, the duration of their execution, or the amount of Commission. The Operator shall at any time have the right to change the content and form of the link, or to restrict or suspend its display on the Partner's website, even without giving a reason.

4.8. The Partner shall not be entitled to change, rent, sell, distribute or create derived content or products from any part of the technology or link.

4.9. In the event of the publication or disclosure of allocated access data to the Leadmatica platform to an unauthorized person, including negligence causing damage, harm, or limitation to the Provider's system, the Partner shall pay the Provider a contractual penalty of EUR 5.000,-; this does not affect the Provider's right to compensation for damages.

V. COMMISSION AND PAYMENT TERMS

5.1. The Partner shall have the right to a Commission payment if he has duly complied with his obligations under the Cooperation Agreement and the conditions of a particular Advertising campaign, for each approved Conversion by the Provider, in the amount specified in that advertising campaign.

5.2. The Partner shall have the right to request the payment of a Commission if the total amount of the Commission approved in his account in the Leadmatica Commission system is at least EUR 100. If the partner, at the time of the submission of the Commission payment request, has a total Commission amount of at least EUR 100,- or more, he has the right to receive this Commission, without any further fees.

5.3. In the event of withdrawal from the Cooperation agreement by the Provider in accordance with Article VI. of these GTC, the Partner's entitlement to payment of the Commission shall cease to exist in full.

5.4. The approved Conversion and Commission results displayed in the Interface are not definitive. The statuses and the amount of the Commission may be varied and adjusted during the last non evaluated period until the moment that the final evaluation of the approved results is sent by the Provider.

5.5. If no other procedure is agreed upon, the Provider shall pay the Commission to the Partner only after receiving a request for payment of the Commission from the Partner by e-mail to support@leadmatica.com or by means of a contact form on the Provider's website, and at the same time if his account in administration has reached 100,- EUR.

5.6. The Provider shall pay the Commissions to the Partner on the basis of an invoice issued by the Partner, which shall be sent to the Provider at the designated e-mail address specified in the Interface of the Provider's commission system Leadmatica. The invoice must contain the requisites stipulated by the relevant legal regulations, including the bank account number for the payment of the Commission.

5.7. The Provider reserves the right to retroactively change the Commission or completely reject the Commission in the event of any reasonable, including unconfirmed, suspicion of automatic or manual forwarding of Leads to entities other than the actual final applicant for the product.

5.8. The invoice of the Partner for the payment of the Commission shall have a maturity of at least 35 days from the receipt of the invoice by the Provider.

5.9. The costs associated with the payment of the Commission in the case of foreign payments (e.g. bank fees, exchange rates) shall be borne in full by the Partner.

5.10. In relation to the acceptance of the Commission, the Partner bears full tax and accounting responsibility and is obliged to deal with the relevant tax or financial authorities according to the place of its tax residence. In the event that the Commission is subject to income tax on the part of the Partner, resp. other similar tax or levy, the Partner is obliged to tax the Commission according to the relevant regulations. If the Partner is a VAT payer, he is obliged to charge VAT on the Commission in accordance with the relevant regulations.

VI. THE DURATION OF THE COOPERATION AGREEMENT AND ITS TERMINATION

6.1. The Cooperation Agreement is concluded for an unlimited period.

6.2. The Cooperation Agreement shall cease to exist:

a) by mutual agreement. This Agreement shall be concluded either in writing or electronically, even without a guaranteed electronic signature in the Partner's user account, by sending a request for Termination of the cooperation agreement by the Partner or the Provider and by accepting it electronically by the other party. Upon delivery of the acceptance (in the form of a notification on the Partner's user account, or to the e-mail address provided during registration), the Cooperation Agreement will be terminated.

b) by termination notice. Termination by either party (even without giving a reason) may be made in writing or electronically even without a guaranteed electronic signature. The period of notice shall be one month and shall begin on the first day of the month following receipt of the notice.

c) by withdrawal. The withdrawal may be made in writing or electronically even without a guaranteed electronic signature. The Partner is entitled to withdraw from the Cooperation Agreement electronically within his user account if the Provider is in arrears with payment of the Commission more than 30 days after the due date. The Provider is entitled to withdraw from the Cooperation Agreement electronically within his user account, especially if the content of the Partner's website and communication channels operated directly or mediated by the Partner is in conflict with legal regulations, good morals, and the Terms and Conditions; if the Partner gave false, incomplete or unreliable data during registration, if the Partner has allowed unauthorized access to his user account by third parties, or if the Provider learns that the Partner is performing any activity aimed at unauthorized increase of the Commission. The activity leading to the unauthorized increase of the Commission means in particular:

i) placement of a link, which is activated immediately after the Partner's website is accessed, even without a deliberately performed action by the visitor to this website;

ii) imitating the appearance of the Provider's websites in order to create the impression that it is a service provided by the Provider;

iii) actions associated with an attempt to deceive the Provider's system, such as multiple clicks on Advertising Elements, registration of multiple accounts in order to obtain a Commission from such registration, and other methods that may lead to an unauthorized increase of the Commission in the Partner's account. If the Provider notices any unauthorized activity in increasing the commission, he is entitled to suspend or delete the Partner's account.

6.3. In the event that any of the reasons for withdrawal from the Cooperation Agreement by the Provider arises, the Partner's right to Commissions which the Partner in the Operator's Leadmatica commission system gained, cease to exist.

6.4. The termination or cancellation of the Cooperation Agreement does not terminate the right to compensation for damages, nor the provisions relating to those rights and obligations, the nature of which implies that they should continue after the termination of the Cooperation Agreement. The Partner undertakes to remove any Advertising Element from his websites and the websites of the sub-partner, no later than within 3 days from the moment of termination or cancellation of the Cooperation Agreement. If the Cooperation Agreement is terminated by way of termination or by mutual agreement, then the Partner is obliged to send an invoice or a document to the Provider for the payment of the commission for which the claim arose up to the date of termination of the Agreement.

VII. PERSONAL DATA PROTECTION

7.1. In connection with the performance of the Cooperation Agreement, the Operator will also process personal data of natural persons of the other contracting party - the Partner obtained in the performance of the Cooperation Agreement. The obligation to provide data of the natural persons concerned - the contact person of the Partner - follows from the Cooperation Agreement. If this information was not provided, it could impede the proper and timely implementation of the Cooperation Agreement.

7.2. The Operator and the Partner shall respect generally binding legislation on the protection of personal data when processing personal data, in particular, 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, and repealing Directive 95/46/EC (hereinafter referred to as 'GDPR') and Act No 18/2018 Coll. on the protection of personal data and on amendments

to certain laws.

7.3. To the extent that the Cooperation Agreement or related documents, including the personal data of natural persons listed therein, need to be registered and stored for tax, accounting, or similar purposes, or otherwise processed for tax, accounting, or similar regulations, e.g. for the purpose of delivering the invoice to the relevant employee of the other contracting party, the appropriate storage and further processing of personal data is necessary to fulfill the relevant legal obligation of the Contracting Party (pursuant to Article 6(1)(c) of GDPR).

7.4. The Operator shall process the data of the Partner's contact person for the purpose of communication with the relevant employee related to the fulfillment of the Cooperation Agreement.

7.5. The Operator does not provide personal data to third parties, with the exception of the usual submission of documents and information to tax, legal and similar advisers and tax authorities, and other competent authorities on the basis of obligations under special legal regulations.

7.6. Data subjects whose personal data are processed have the right to access, rectify, delete or restrict their personal data, to object in certain cases to processing, to transfer data to another person, and to lodge a complaint. More on the protection of personal data on the part of the Operator is stated in the Conditions of Processing of personal data.

VIII. FINAL PROVISIONS

8.1. The mutual relations between the Operator and the Partner arising from the Cooperation Agreement or related to the Cooperation Agreement will be governed by the legal order of the Slovak Republic. The relationships not specified by these GTCs are governed by the relevant provisions of Act No. 513/1991 Coll. Commercial Code, as amended, or other generally binding legal regulations of the Slovak Republic.

8.2. Any irregularities and disputes arising in connection with these conditions shall be settled in particular by mutual agreement. However, in the absence of such mutual agreement, all disputes will be finally settled by a general court in the Slovak Republic with territorial jurisdiction according to the location of the Operator's registered office.

8.3. If certain provisions of the Cooperation Agreement are not valid or effective in whole or in part, or later cease to be valid or effective, this shall not affect the validity or effectiveness of the other provisions of the Cooperation Agreement. Instead of invalid or ineffective provisions of the Cooperation Agreement, and to fill in the gaps, the legal regulation shall be used which is as close as possible to the meaning and purpose of the Cooperation Agreement. The Contracting Parties shall proceed in a similar manner if it is found that any provision of the Cooperation Agreement is unenforceable.

8.4. The Contracting Parties agree to communicate and deliver the necessary documents or information electronically, mainly by e-mail, even without a guaranteed electronic signature, or via a communication channel (so-called LiveChat), which is available on the Operator's website. For service between the parties in writing, the consignment shall be deemed to have been delivered even if the addressee refuses to accept it or even if the addressee does not accept it. In such a case, it shall be deemed to have been received on the date of the return of the non delivered consignments of the second contracting party.

8.5. The Operator is entitled, depending on changes to relevant legal regulations or to its business policy, to change or completely replace these GTC. The mutual relations of the contracting parties are governed by the amended GTC from the effective date of the change. The Partner is obliged to regularly familiarize himself with the current version of the GTC. Amended GTC or their replacement by other GTC are considered agreed and accepted by the Partner on the day they take effect. If the Partner does not agree with the changed GTC or their replacement, he is obliged to immediately, or no later than 10 days from the publication of the changed GTC, send an e-mail notifying the termination of his participation in the Leadmatica platform to the e-mail address support@leadmatica.com, which is considered a withdrawal from the Cooperation Agreement.