

General Terms and Conditions of Contract

(General Terms and Conditions of Sale of Advertising Space of Central Médiacsport Zrt.)

This General Terms and Conditions of Sale of Advertising Space (hereinafter referred to as: GTCSA or GTCC) the Central Médiacsport Zrt. (1037 Budapest, Montevideo u. 9, Company registration number.: 01-10-048280) and the media of Service Providers represented by Central Médiacsport Zrt. contains the rights and obligations of Parties involved in legal relations under the contracts concluded by Central Médiacsport Zrt. for the sale of advertising space.

Table of Contents

I. DEFINITIONS.....	2
II. INTRODUCTION AND GENERAL PROVISIONS.....	5
III. ORDER.....	6
IV. CONCLUDING THE CONTRACT.....	7
V. MODIFICATION AND CANCELLATION.....	8
VI. SUBMISSION OF ADVERTISING MATERIALS.....	11
VII. REJECTION OF THE ADVERTISEMENT.....	14
VIII. PUBLICATION, INSERTION.....	16
IX. ADVERTISING RATES.....	19
X. TERMS OF PAYMENT, INVOICING.....	20
XI. LIABILITIES.....	22
XII. MISCELLANEOUS AND CLOSING PROVISIONS.....	24

I. DEFINITIONS

1. Standard terms for the purposes of this GTCC:

GTCC: shall mean this General Terms and Conditions of Contract that applies to the advertising sales service provided by Central Médiacsport Zrt.

Parties: shall mean the Service Provider and the Client, in accordance with the legal relations established pursuant to this GTCC.

Advertising sales: sale of Advertisements by Central Médiacsport Zrt. for its own Media and for the Media of Service Providers commissioning Central Médiacsport Zrt., also including the supply of related services. Central Médiacsport Zrt. sells media advertising space for the Media of other Service Providers based on assignment.

Seller of Advertising Space: Central Médiacsport Zrt. (registered office: 1037 Budapest, Montevideo u 9., Cg.: 01-10-048280, tax number: 25087910-2-41). Hereinafter, if separately referred to, as **Central Media Group**.

Commercial communication: shall mean the media content aimed to promote, directly or indirectly, the goods, services or image of a natural or legal person or an unincorporated business association engaged in business activity. Such contents accompany or appear in media contents against payment or similar consideration or for the purpose of self-promotion. Forms of Commercial Communications shall include, among others, advertisements, the display of the name, trademark, image or product of the sponsor. Advertisements as defined in the GTCC shall include Commercial Communications as appropriate. Regulations applying to advertisements shall also apply to Commercial Communications as appropriate.

Publication:

- (i) book in printed or electronic form, in disc, cassette or other physical data carrier; online and downloadable book;
- (ii) press products in printed or electronic form; online or downloadable periodical publication;
- (iii) other printed materials (mailing list, directory, publication containing graphics, drawing or photo, maps; leaflet; printed postcard, greeting-card and other similar cards; printed image, pattern, photo; printed calendar; printed business advertising material, catalogue, brochure, advertising poster and similar materials; other text publications), excluding: printed self-adhesive paper (sticker), postage, excise, duty, etc. stamps, stamp-impressed paper, cheque forms, banknotes, stock, share or bond certificates and similar documents of title;
- (iv) motion picture, video and television programme products (motion picture for public viewing on film reel, video cassette, disc or other physical carrier; downloadable motion picture or video);
- (v) sound recording (audio tape, records for public performance, downloadable audio content);
- (vi) music (music in printed and/or electronic form; downloadable music).

Client: shall mean the Advertiser or advertisement provider and/or agency (hereinafter the agency – where specifically mentioned – is referred to as: agency) that orders the insertion of an advertisement or other commercial communication, or orders related services in compliance with this GTCC. Agency shall mean the advertising agent as defined in Act LVIII of 1997 (“Grtv”). Client shall also mean the parties who offer prizes and sponsorship, as appropriate.

Media offer: shall mean the price list or tariff table of advertisement space sold by Central Médiacsport Zrt., which contains advertisement prices, technical data and the size of ad spaces as well as their prices concerning the Service Provider’s Medium.

Related definitions:

List price: the tariff of the ordered Advertisement without VAT, before the deduction of discounts and commissions to be granted to the Client/agency,

net price: the list price minus all the discounts provided to the Client/agency,

net-net price: in case of agencies the net price minus the agency discount

Medium/media: shall mean the printed Press Products and Publications published by the media content provider, online products (websites), television channels as well as any content that has been made accessible on any platform, whether such content can be permanently stored on the user's device or not (e.g.: mobile or tablet applications; digital magazine displayed on a mobile or tablet device, e-book, etc., which offer the chance for display on a mobile devices), in respect of which Central Médiacsport Zrt. is authorized to sell advertising space.

NMHH: shall mean the National Media and Infocommunications Authority. NMHH also means its bodies vested with independent competence;

Advertisement: determined by the applicable legislation, this term particularly means business advertising as defined by Act XLVIII of 2008 on the Essential Conditions of and Certain Limitations to Business Advertising Activity. According to the provisions and during the application of the GTCC Advertisement shall also mean commercial communications, sponsorship and prize offers as appropriate.

Magazine advertisement: Advertisement published in printed Publications and in the digitized, same content version of printed Publications;

Mobile advertisement: any Advertisement displayed on mobile or tablet device or e-book reader device, in particular Mobile display advertisements, Tablet magazine advertisement – excluding the same content digitized versions of printed Publications;

Mobile display advertisement: Advertisements displayed on websites optimized for mobile or tablet, on e-book reader devices or through mobile or tablet applications, or during their usage;

Tablet magazine advertisement: Advertisements displayed on periodically issued Tablet magazines;

Online advertisement: Advertisement displayed in online products (e.g. on websites);

Special advertisement: special advertisement means any Online advertisement and Mobile advertisement that is different from the standard, fixed-size advertisements enlisted in the price list, and/or hides the content, interrupts the downloading of the web page, e-book or application, interrupts their proper use, or the display of which requires any change in the code of the web page or application;

Advertiser: according to effective legislation the person in whose interest the advertisement or other commercial communication is inserted, or the person who orders the insertion of the Advertisement or other commercial communication in compliance with this GTCC.

Online advertising statistics: unless otherwise provided the statistics produced by Adserver Zrt., which records the daily in-view and click-through rates of advertisements for each creative and place of insertion.

Service Provider: shall mean the media content provider who has the means (advertising space, advertising time) to publish Advertisements and uses such means to disclose and publish the Advertisement (e.g.: publisher of a magazine, online media or e-book, operator of a website, mobile or tablet application).

For the purposes of this GTCC – in compliance with the applicable legislation – Service Provider shall also mean the Seller of Advertising Space referred to in the GTCC (Central Médiacsport Zrt) as appropriate.

Tablet magazines: shall mean the tablet magazines and Press Products periodically published by the Service Provider, excluding the same content digitized versions of printed Publications.

Sponsorship: shall mean any contribution provided by a natural or legal person or unincorporated business association to finance media content providers or media contents with the purpose of promoting its own or someone else's name, trademark, image, activities or products (Act on the Freedom of the Press and the Fundamental Rules of Media Content / "Smtv"). Furthermore, sponsorship shall also mean any contribution provided by undertakings – not engaged in the provision of audiovisual media services or in the production of programmes or motion pictures – to finance a Service Provider or a programme with the purpose of promoting its name, trademark, image, activities or products (Mttv).

Press product: shall mean individual issues of daily newspapers or other periodical papers, online newspapers or news portals, which are offered as a business service, for the content of which a natural or legal person or unincorporated business association has editorial responsibility, and the primary purpose of which is to deliver textual or image content to the general public for information, entertainment or educational purposes, in a printed format or through any electronic communications network. Editorial responsibility shall mean the responsibility for the actual control over the selection and composition of the media content and shall not necessarily result in legal responsibility in connection with the press product.

Force majeure: shall mean any unavoidable event beyond the Service Provider's sphere of interest over which the Service Provider has neither direct nor indirect control, including actions by the authorities.

Legislation:

Grtv.: Act XLVIII of 2008 on the Essential Conditions of and Certain Limitations to Business Advertising;

Fttv.: Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers;

Tpvt.: Act LVII of 1996 on the Prohibition of Unfair and Restrictive Market Practices;

Mttv.: Act CLXXXV of 2010 on Media Services and Mass Media;

Smtv.: Act CIV of 2010 on the Freedom of the Press and the Fundamental Rules of Media Content;

Ekertv.: Act CVIII of 2001 on certain issues of electronic commerce services and information society services.

II. INTRODUCTION AND GENERAL PROVISIONS

1. Central Médiacsport Zrt. declares that it is authorized to sell advertising space according to this GTCC. Central Médiacsport Zrt. declares that it is authorized to accept advertising insertion orders for the Media of the relevant Service Providers (media content providers), conclude related contracts and make legal statements.

2. Central Médiacsport Zrt. further declares that, under clause 1 of Article II above and in relation to the activities specified therein, it is authorized to (i) carry out preparatory work related to the execution of agreements, (ii) take certain actions related to the performance of the agreements, as listed in this GTCC (including but not limited to termination of agreements), (iii) contact and liaise with clients, (iv) carry out other related administrative and/or technical and technological operations (e.g. check and audit conformance with technical parameters), and (v) make legal statements in relation with actions listed herein.

3. Service Providers (media content providers who have the means (advertising space and time) to insert Advertisements and use such means to make the Advertisement available):

3.1 Service Providers whose services are sold by Central Médiacsport Zrt. based on contracts concluded for and on behalf of the relevant Service Provider: [Service Providers and advertising spaces](#)

3.1.1 Further Service Providers whose services are sold by Central Médiacsport Zrt. based on contracts concluded by Central Médiacsport Zrt. in its own name: [Service Providers and advertising spaces](#)

4. Central Médiacsport Zrt. provides Advertising Sales Service based on individual contracts and/or orders.

5. This GTCC shall govern the legal relations established according to this GTCC even if the parties do not enter into a separate written agreement. Every contract related to the Advertising Sales Service provided by Central Médiacsport Zrt. shall be governed by this GTCC and the documents referred to herein. This GTCC also contains all the terms and conditions that apply to the Media of the Service Provider(s), in compliance with and having regard to the agreements concluded with the Service Providers (media content providers) as appropriate, in accordance with the General Terms and Conditions of service and/or rules of the Service Providers. Should any Medium of a Service Provider be subject to certain terms and conditions not included or referred to in this GTCC, then such terms and conditions shall be set out specifically in the order form or order confirmation during the order process, or in the individual contract, and thereby shall form part of the Parties' contract. Having regard to the above, Client also acknowledges and accepts that Advertisements are published only if their technical specifications meet the relevant technical requirement set out by the given Service Provider for the relevant Medium. If the order form, order confirmation and/or individual contract does not specifically contain special technical specifications and/or special rules for PR articles or Sponsored placements, then the provisions applicable to Service Provider's delivery specifications, PR articles and Sponsored placements, as referred to and set out in this GTCC, shall apply to the technical specifications of material submission, PR articles and Sponsored placements ("Material submission parameters for magazines and tablets", "Regulations on Sponsored placements and PR articles").

6. In signing the contracts the Client acknowledges that it is aware of and approves the contents of this GTCC, and that it shall govern the relevant commitments.

III. ORDER

1. Central Médiacsport Zrt. accepts orders placed in writing by the Client's authorized representative by way of courier mail, letter, fax or e-mail. Orders can be placed on the form prepared by Central Médiacsport Zrt. or in the format written by the Client. Unless otherwise provided by Central Médiacsport Zrt., orders shall meet the content requirements specified below under this Title.

2. In the order the Client shall specify the name and seat of its business as recorded in the company register, shall provide its tax number, if the Client is established in the EU for economic reason then its EU VAT number, bank account number, mailing address, if the Client applies for an electronic account then its e-mail address, the name and contact details of the contact person, the subject of the Advertisement, the product or service to be advertised, the selected Medium, the number of insertions and its date and size agreed in advance. In case of Online and Mobile display Advertisement the type of the Advertisement shall also be specified [CT (click-through based), AV (ad views) based, fix (time) based].

3. When the order is placed by an Agency, the name, seat and tax number of the advertiser client shall also be provided.

4. Client warrants that it shall proceed in accordance with the provisions of Article 5 of the Grtv., with special regard to advertisements for products that are subject to preliminary mandatory quality control or compliance certification prescribed in separate legal regulations. In case the Client fails to meet its above obligation by the cancellation deadline at the latest, and as a result the Advertisement cannot be inserted, then the Client shall pay penalty in the amount equal to the net-net price of the Advertisement.

5. In case the Client fails to provide the data and statements mentioned under the above Title, or fails to provide them in due time, or such data and statements will not be available for Central Médiacsport Zrt. for reasons within the Client's sphere of interest, or if the order is placed after the deadline, Central Médiacsport Zrt. will be entitled to refuse the order or terminate or rescind the concluded individual advertising contract with immediate effect. This right of Central Médiacsport Zrt. shall also appropriately apply to the event that the Client provides false data.

6. Special provisions for Magazine Advertisements

6.1 Central Médiacsport Zrt. shall confirm inserts after receipt and load test of the sample.

6.2. Client acknowledges that the Service Provider may change the print run of its Publications depending on the season and the expected demand, even if the order has already been confirmed. Client acknowledges that the difference between the offered and actual print run can be as much as +/- 10%. If the actual print run is 10% less than that confirmed, this circumstance shall not substantiate Client's damage, warranty or other claim. In the event that the actual print run is 10% more than that confirmed, Client does not have to pay any extra charge. If the printed Publication is also available for subscribers (customers) in a digital version with the same content, it will not result in higher rate or extra charge for the Client. If the difference between the confirmed and the actual print run exceeds +/- 10%, Central Médiacsport Zrt. shall send an amended confirmation before the material submission deadline.

7. If the Client notifies Central Médiacsport Zrt. of its preliminary demand for the publication time of an Advertisement and the type of the advertising space, but fails to order it until 3 weeks before the order deadline in the form determined in this GTCC, than the conditionally booked space will be released without any further action. Central Médiacsport Zrt. and the Service Provider shall not assume any obligation unless a contract has been concluded in accordance with this GTCC. In case of special, periodic columns (provided that the given Medium has such a column) Central Médiacsport Zrt. and the Service Provider may determine individual terms and conditions.

IV. CONCLUDING THE CONTRACT

1. Individual advertising contracts are concluded upon confirmation of Client's order by Central Médiacsport Zrt. within 5 working days in writing, by way of courier mail, letter, fax or e-mail, provided that all the necessary data are available. Advertisements shall not be published before the conclusion of the contract. Individual advertising contracts will enter into effect on the day of the confirmation, with the terms and conditions laid down in the confirmation.

Central Médiacsport Zrt. confirms orders in the name of the relevant Service Provider (media content provider) and/or in its own name, in accordance with the legal relations established pursuant to Article II, clause 3.1 and 3.1.1 of this GTCC. Accordingly, based on the provisions of clause 1 and 3 of Article II of the GTCC, Central Médiacsport Zrt. shall be the one to confirm orders for Media where Central Médiacsport Zrt. enters into contract for and on behalf of the relevant Service Provider.

The Client acknowledges that orders will be considered accepted if such order is confirmed by Central Médiacsport Zrt.. In case more than one confirmation is given in relation to a certain order, the last confirmation provided by Central Médiacsport Zrt. in respect of the given service or a given part of the service shall apply. Central Médiacsport Zrt. and the Service Provider shall not accept liability for orders that are not confirmed, such orders shall not impose any obligation on Central Médiacsport Zrt. or the Service Provider(s). This provision shall also apply if the Parties enter into a framework agreement or similar arrangement.

2. The Client acknowledges that Central Médiacsport Zrt. and/or the Service Provider have data supply obligations under the applicable legal regulations.

V. MODIFICATION AND CANCELLATION

1. Client is entitled to cancel the ordered Advertisement in writing, without any legal consequences up until the cancellation and modification deadline set by Central Médiacsport Zrt. in its order confirmation, by way of courier mail, letter, fax or e-mail, or to submit its request for modification to the appearance and/or insertion of the Advertisement.

Client acknowledges that the cancellation and modification deadline is attached to the date of publication and performance of the given Medium in which the Advertisement would be inserted, therefore, depending on the content of the order, such deadline can be an earlier date than the date of the confirmation. In this case the Client is either not able to exercise its right for cancellation and modification or exercising these rights will be subject to the legal consequences specified under this Title.

2. The request for cancellation and/or modification shall be considered submitted on the working day when the statement of cancellation and/or modification was received by Central Médiacsport Zrt. until 03:00 p.m.

3. Modification:

3.1 Complying with a request for modification submitted within the deadline: Central Médiacsport Zrt. will give written notice to the Client regarding the acknowledgement or rejection of its request for modification submitted within the deadline, by way of courier mail, letter, fax or e-mail. If Central Médiacsport Zrt. fails to respond within 7 working days after receipt of the request for modification, then the request shall be considered rejected. Therefore, any modification that was not approved or the approval of which was not confirmed, and of which the Client has not received any confirmation by server (e-mail), fax or regular mail, shall be considered rejected, and both Central Médiacsport Zrt. and the Service Provider deny any liability for potential damages or other consequences arising therefrom. In any other respect potential complaints shall be based on the relevant confirmation. Once approved, requests for modification submitted within the deadline shall be fulfilled in accordance with the content of their approval and the order confirmation.

3.1.1 Special provisions for Online and Mobile Advertisements

3.1.1.1 Client is entitled to cancel ordered Online Advertisements or submit its request for modified appearance and/or display of the Advertisement without any legal consequences up until the 20th day preceding the day when the Advertisement would be first displayed according to the contract, or in case such commencement date is not stated due to the nature of the order or performance, then up until the 20th day preceding the potential first day of performance. The relevant notice shall be given in writing, by way of courier mail letter, fax or e-mail.

3.1.1.2 Client is entitled to cancel ordered Mobile display advertisement or submit its request for modified appearance and/or display of the Advertisement without any legal consequences up until the 20th day preceding the day when the Advertisement would be first displayed according to the advertising contract, or – in case such commencement date is not stated due to the nature of the order or performance – up until the 20th day preceding the potential first day of performance, while the same deadline in case of ordered Tablet magazine advertisements is the cancellation and modification deadline stated in the order confirmation of Central Médiacsport Zrt.. The relevant notice shall be given in writing, by way of courier mail letter, fax or e-mail.

3.2 Complying with a request for modification submitted beyond the deadline: the Service Provider cannot be obliged to comply with such requests. If Central Médiacsport Zrt. fails to respond within 7 working days after receipt of the request for modification, then such request for modification shall be considered rejected. In case the modification has been adopted as a result of actions by Central Médiacsport Zrt. and/or the Service Provider, then the Client shall pay 10 % surcharge on top of the net-net price of the modified Advertisement.

3.2.1 Special provisions for modifying Online Advertisements

3.2.1.1 Complying with a request for modification submitted beyond the deadline: Service Provider cannot be obliged to comply with requests for modification after the expiry of the modification deadline. If Central Médiacsport Zrt. fails to respond within 5 working days of receipt of the request for modification, then the request shall be considered rejected. In case the modification has been adopted as a result of actions by Central Médiacsport Zrt. and/or the Service Provider, then the Client may be obliged to make a single payment as rebooking or modification surcharge for orders exceeding HUF 500,000 + VAT, according to the following:

(i) For orders in the range of HUF 501,000 + VAT to HUF 1,000,000 + VAT: HUF 15,000 + VAT, (ii) for orders exceeding that value: HUF 35,000 + VAT.

3.2.2 Special provisions for modifying Mobile and Tablet Advertisements

3.2.2.1 Complying with a request for modification submitted beyond the deadline: Service Provider cannot be obliged to comply with requests for modification after the expiry of the modification deadline. If Central Médiacsport Zrt. fails to respond within 7 working days of receipt of the request for modification, then the request shall be considered rejected. In case the modification has been adopted as a result of actions by Central Médiacsport Zrt. and/or the Service Provider, then the Client shall make a single payment as rebooking or modification surcharge according to the following:

(i) When ordering a Tablet magazine advertisement: net-net price of the Advertisement + 10%,

(ii) When ordering a Mobile display advertisement, for orders exceeding the value of HUF 250,000 + VAT;

- For orders in the range of HUF 250,000 + VAT to HUF 1,000,000 + VAT: HUF 15,000 + VAT, for orders exceeding that value: HUF 35,000 + VAT.

3.3. Late, unfeasible or unapproved modification requests: if the modification is not feasible and/or the request for modification was not approved by Central Médiacsport Zrt. and/or the Service Provider, or the modification request was considered denied and the order was not cancelled in due time or it is too late to accept the cancellation, the Service Provider will insert the Advertisement at the time and with the content as originally ordered, or – at Client's explicit request, submitted in writing by way of courier mail, letter, fax or e-mail by the material submission deadline – will not publish the Advertisement, however, in any case the Client will be obliged to;

(i) In case of Magazine Advertisements: pay the Advertisement's net-net price + VAT,

(ii) In case of Online Advertisement: if the Advertisement is not displayed – pay 75% + VAT of the net-net price of the Advertisement, if the Advertisement is displayed – pay 100% + VAT of the net-net price of the Advertisement,

(iii) In case of Tablet magazine Advertisement: pay 100% of the Advertisement's net-net price + VAT; if a Mobile display Advertisement is not displayed – pay 75% of the Advertisement's net-net price + VAT, if a Mobile display Advertisement is displayed – pay 100% of the Advertisement's net-net price + VAT.

4. Cancellation:

4.1 Cancellation within the deadline: if Central Médiacsport Zrt. fails to confirm an order cancellation made within the deadline within 7 working days of receiving the relevant request, then such cancellation shall be considered as approved without confirmation.

4.2 Cancellation after the deadline: Service Provider will comply with requests for cancellation submitted after the deadline (abandon insertion) on the following conditions. In case the Client submits explicit written request to Central Médiacsport Zrt. for cancellation by way of courier mail, letter, fax or e-mail before the specified material submission deadline, the Service Provider will not insert the Advertisement, however, the Client still has to pay the Advertisement's net-net price + VAT. In case the Client fails to submit such request or to submit it in due time, the Service Provider will insert the Advertisement at the date and with the content as originally ordered and in this case the Client shall pay the Advertisement's net-net price + VAT.

4.2.1 Special provisions for the cancellation of Online, Mobile and Tablet Advertisements

4.2.1.1 Cancellation after the deadline: the Service Provider will comply with requests for cancellation submitted after the deadline (abandon insertion) on the following conditions. In case the Client submits explicit written request for cancellation by way of courier mail, letter, fax or e-mail before the specified material submission deadline, the Service Provider will not insert the Advertisement. In case the Client fails to submit such request or to submit it in due time, the Service Provider will insert the Advertisement at the date and with the content as originally ordered, however, the Client shall pay the following ad prices in every case mentioned in this sub-section, depending on the length of the delay.

4.2.1.1.1 If the number of days between the date of late cancellation and the day when the Advertisement would be first displayed according to the contract (or the first day of potential performance if such commencement date is not stated due to the nature of the order or performance):

(i) In case of Online Advertisement: is 19 – 16 days, then 75% of the Advertisement's net-net price + VAT; is within 15 days, then 100% of the Advertisement's net-net price + VAT,

(ii) In case of Mobile Advertisement: is 19 – 16 days, then 75% of the Advertisement's net-net price + VAT; is within 15 days, then 100% of the Advertisement's net-net price + VAT,

(iii) In case of Tablet magazine Advertisement: 100% of the Advertisement's net-net price + VAT.

4.2.2 The sponsorship of special or periodic columns for mobile display surfaces (e.g.: columns related to holidays or sports events) shall not be cancelled or modified. In case of such orders the Client may request that the Advertisement will not be displayed, on condition that the Client shall still pay an amount equal to the net-net price of the Advertisement (sponsorship).

5. Client shall not assign an ordered or cancelled advertising space to third parties or another Client, resell the advertising space – only to the extent allowed by law as an advertising agency – or offer the agreed discount to unauthorized third parties or another Client. Client shall be entitled to offer an advertising space, cancelled in due time, to third parties only with the prior, specific and express approval by Central Médiacsport Zrt..

VI. SUBMISSION OF ADVERTISING MATERIALS

1. To place an order Client shall submit the complete advertising material (for the Advertisement) by the material submission deadline, which was either generally announced or individually set by the Service Provider via Central Médiacsoport Zrt., unless the Client orders such material from Central Médiacsoport Zrt.. Central Médiacsoport Zrt. will accept Advertisements in electronic format, in accordance with the delivery specifications made available through the sales.centralmediacsoport.hu website: ([Technical parameters of print and tablet advertisements](#), [Online general, material submission, technical and order parameters](#), [Technical material submission parameters for online standard and special advertisements \(desktop&mobile\)](#), [Technical material submission parameters for EDM advertisements](#)).

1.1 Special provisions for Magazine Advertisements

1.1.1 In case of Publications, the printed form reflecting the latest version of the Advertisement (i.e. the proof) shall be attached to the Advertisement. If no proof is submitted, Central Médiacsoport Zrt. and the Service Provider shall not accept liability for potential aesthetic, textual and/or colour defects and the Client shall not request any discount from, or submit any other claim to Central Médiacsoport Zrt. or the Service Provider on grounds of defective performance. Client shall deliver the products for the preparation of inserts to the place and by the date stated in the order confirmation. In case the Client delivers inserts one week before the delivery deadline, Central Médiacsoport Zrt. and the Service Provider will be entitled to pass on the verified extra storage costs of inserts.

1.1.2 Client acknowledges that it is not entitled to receive any compensation or refund or submit any other claim in case some of the product samples ordered and delivered for insertion will not be used or samples will not be included in certain copies due to change in the print run. If the print run is higher than that indicated in the order confirmation and the Client does not have enough samples to match the increased number of copies then the Client will be entitled to decide about the circulation areas where the Publication should be distributed without sample. In case the print run is reduced compared to that confirmed and the Client has already delivered the samples, the Client may decide whether to insert the samples in another Publication of the Service Provider at the confirmed price or to return any unused quantity to the Client. The cost of return delivery will not be imposed on the Client.

1.1.3 Concurrently with placing the order for inserts the Client shall provide minimum 10 samples for leaflets and catalogues and minimum 40 samples for product samples. Client may order the inclusion of inserts that comply with the transportation and delivery conditions as well as seasonality, and can be carried and delivered without causing any damage. Central Médiacsoport Zrt. and the Service Provider are entitled to subject the Product samples provided by the Client to load test. If the product sample fails the load test, Central Médiacsoport Zrt. may reject the order, terminate the concluded individual advertising contract with immediate effect and rescind the contract without imposing any obligation on Central Médiacsoport Zrt. or the Service Provider. By delivering the sample Client undertakes and warrants that the whole product quantity to be published or inserted is identical with the provided sample in every respect. The Client acknowledges that any damage (e.g. damage to the Publication due to leakage) or verified extra costs (costs of paper, printing, transportation, storage, etc.) arising from any variation or difference between the pre-arranged samples and the products delivered for insertion, from failing to provide samples or from the improper delivery of inserts shall be fully paid by the Client. The material submission deadline applicable to inserts is the delivery deadline stated in the order confirmation.

1.1.4. If the Client wishes to modify the content or appearance of the advertising material after it has been submitted and confirmed, the Client shall also ensure that the new, ready-for-press advertising material will be available. Any request for change shall be announced within the modification deadline, while the new material shall be submitted by the material submission deadline. If the request for change is announced after the modification deadline, then its legal consequences shall be subject to the provisions on modification as appropriate.

2. If, as a result of the activities of Central Médiacsport Zrt. and the Service Provider, the Advertisement is inserted despite a delay in material submission – late delivery of inserts – on behalf of the Client, – in accordance with the established legal relations – Central Médiacsport Zrt. or the Service Provider involved will be entitled to receive delay penalty at the rate of 25% of the net-net price of the given Advertisement in addition to the price due pursuant to the advertising contract.

If the modification becomes infeasible due to a delay in material submission or late delivery of the inserts on behalf of the Client (or any person in its sphere of interest), the Service Provider will insert the Advertisement at the time, in the manner and with the content specified in the original contract, or – upon Client's express written request submitted to Central Médiacsport Zrt. by way of courier mail, letter, fax or e-mail before the originally set material submission deadline – the Service Provider will not publish the Advertisement, however, the Client will be still obliged to:

(i) In case of Magazine Advertisements: pay the net-net price + VAT of the Advertisement,

(ii) In case of Online Advertisements: if the Advertisement is not displayed – pay 75% of the net-net price + VAT of the Advertisement, if the Advertisement is displayed – pay 100% of the net-net price + VAT of the Advertisement,

(iii) In case of Tablet magazine Advertisements: pay 100% of the Advertisement's net-net price + VAT, if the Mobile display Advertisement is not displayed, pay 75% of the Advertisement's net-net price + VAT, and if the Mobil display Advertisement is displayed, pay 100% of the Advertisement's net-net price + VAT.

3. Upon request from the Client, Central Médiacsport Zrt. may offer its free professional opinion as to the amount of text, the wording and graphical solutions used in the Advertisement. Central Médiacsport Zrt. and the Service Provider shall not assume any obligation to inspect Advertisements before insertion. Central Médiacsport Zrt. and the Service Provider are not obliged to assess the compliance of Advertisements with the applicable legal provisions. The opinions expressed by Central Médiacsport Zrt. / Service Provider shall not release the Client from its liability for Advertisements under the GTCC. Central Médiacsport Zrt. reserves the right to offer or deny its opinion. Central Médiacsport Zrt. excludes any liability for offering its opinion and also reserves the right to limit the scope of its opinion in its own discretion.

4. If performance becomes infeasible or impossible due to Client's failure to submit the Advertisement (including its failure to deliver inserts where applicable), Client will be obliged to pay penalty in the amount of the net-net price of the given Advertisement.

5. Client acknowledges that the prices disclosed in the price list and the Media offer cover only the insertion of the Advertisement, therefore, in case the Client appoints Central Médiacsport Zrt. to produce, rework or correct an Advertisement, then Central Médiacsport Zrt. will charge a special, separate fee for such work.

6. Advertising materials prepared by Central Médiacsport Zrt. or the Service Provider will be sent to the Client. If the Client returns its change requests by the material submission deadline, Central Médiacsport Zrt. and/or the Service Provider will take such changes into account, provided that they are feasible. If no such change request is made within the deadline, or it is not necessary to provide the Client with the advertising material in advance, then the Advertisement prepared by Central Médiacsport Zrt. and/or the Service Provider based on Client's order shall be considered approved by the Client.

7. Client declares and warrants that the data and information supplied as well as the content of the advertising material provided by the Client (including those cases when the advertising material is prepared by Central Médiacsport Zrt. or the Service Provider upon Client's request) are true, do not infringe third parties' rights (including copyrights, rights to works protected by industrial property rights, trademark related rights, inherent rights), comply with the applicable legislation and the requirements of the competent authorities, are not subject to prohibitions and limitations on advertising, and in particular do not violate the general and specific prohibitions and limitations on advertising of the Grtv. and the Fttv., the provisions of the Mttv. and the Smtv., and the orders, guidelines and positions of

NMHH or the industry's code of conduct referred to in this GTCC. Client warrants that the Advertisements ordered or provided by the Client shall contain the necessary warnings and notices as required by the law or a competent authority, and in case the advertising material is prepared by Central Médiacsport Zrt. or the Service Provider based on Client's order, then the Client has provided them with the relevant information. Client acknowledges that the Client and/or the Advertiser shall accept exclusive liability for the trueness, content, representations and visual appearance of the data and information supplied by them, for the relevance of the information – or the required warnings if applicable – communicated in the Advertisement, and for the violation of third parties' above listed rights by the Advertisement.

VII. REJECTION OF THE ADVERTISEMENT

1. Client acknowledges that the following Advertisements shall not be published, may be rejected or – if it is possible in case of continuous insertions – can be suspended: Advertisements that violate the law and/or the principles laid down in the Hungarian Advertising Code of Ethics or other relevant sectoral code(s) of conduct, in particular the Co-regulatory Code of Conduct of the Hungarian Publishers' Association, as well as Advertisements which are regarded by the Service Provider or Central Médiacsport Zrt., at their sole discretion and depending on the type of deficiency:

- (a) as incompatible with the image, spirit or business policy of the Service Provider,
- (b) threatening, directly or indirectly, Service Provider's interests in the advertising market and/or its business interests (e.g. advertisements of media that contain advertising space sold to third parties building on the customer group of the Service Provider's Medium, Advertisements of the Service Provider's competitors, etc.),
- (c) infeasible due to technical reasons or due to their size, including the case when the Advertisement fails to fulfil the Service Provider's technical and technological requirements referred to in this GTCC,
- (d) conflicting with the involved Service Provider's terms and conditions,
- (e) deceptively seem or might seem to be Service Provider's own communication,
- (f) disapproved – either officially or informally – by NMHH or other competent authority, or breaching the orders, guidelines and positions of the NMHH,
- (g) violates or is in conflict with any provision of this GTCC.

2. Central Médiacsport Zrt. is entitled to terminate the advertising contract with immediate effect or to withdraw from the contract partially or completely if the Advertisement breaches the law, even if the Advertisement or the order has already been confirmed. The provisions of section 5 of this Title shall also apply to the reasons for termination.

3. If the Client disputes Central Médiacsport Zrt.' position that the text of the Advertisement is in conflict with the Hungarian Advertising Code of Ethics, the provisions of Act XCVI of 2001 on Publishing Business Advertisements, Shop Signs and Certain Announcements of Public Interest in the Hungarian language or other legislations, the relevant sectoral code, the orders, guidelines and positions of the NMHH or the decrees of other competent authorities, and the Client insists that the Advertisement must be published, c may request the position of the Hungarian Advertising Self-Regulatory Board. The procedure under this provision shall be without prejudice to other provisions of the GTCC in the same subject, including the right and obligations as well as the liabilities regulated by the GTCC.

In case the disputed part of the text of the Advertisement is the name or designation of the company or a distinctive sign (including trademark and geographical indication), c may request the Client anytime to present the relevant documents (e.g.: trademark document).

4. In case the Service Provider refuses to insert the Advertisement because the NMHH or other competent authority raised an – either official or informal – objection against it, the Client will be obliged to rework the advertising material at its own cost, in accordance with the Service Provider's request within 10 days of receipt of such request. Late performance or the lack of performance resulting therefrom shall not be imputed on c or the Service Provider. In the event of non-performance due to the above reason, the Client shall pay the net-net price of the affected Advertisement(s).

5. If termination with immediate effect or rescission is based on the breach of warranty provisions or the fact that the Advertisement violates legal regulations or the provisions of the Hungarian Advertising Code of Ethics and/or other relevant sectoral codes, and such termination with immediate effect or recession takes place after signing the advertising contract, then the Client has to pay penalty to Central Médiacsport Zrt. or the Service Provider in the amount of the net-net price of the affected Advertisement (other insertion) according to the established legal relations.

6. In the event that bankruptcy, liquidation or dissolution procedure is initiated against the Client (the person liable to pay) or the Client faces any other situation that entails the risk of insolvency, or when the Client company's financial position and solvency cannot be assessed based on public company information, then Central Médiacsport Zrt. may refuse to conclude another contract or to accept

orders, and in case of continuous orders (performance) to suspend to receive further Advertisements from the Client, to stop or reject any further insertion or to require advance payment, furthermore, to terminate the concluded individual advertising contracts with immediate effect (unless any of the above is excluded by the law, such as: temporary payment deferment during bankruptcy procedure).

7. If the Advertisement (or other communication) cannot be inserted for a reason within the Client's sphere of interest, it shall not be imputed to Central Médiacsport Zrt. or the Service Provider. This rule shall duly apply to delays or the delivery of defective material within the Client's sphere of interest, and to any impossibility of performance or failure that may result therefrom. In this case, any damage, warranty or other claim against Central Médiacsport Zrt. or the Service Provider is excluded. Central Médiacsport Zrt. and the Service Provider are entitled to exercise their rights arising from the GTCC in such cases.

8. Special provisions for Magazine Advertisements

8.1 If the Client fails to make available the required amount of samples in advance, Central Médiacsport Zrt. will be entitled to terminate or rescind the already concluded individual advertising contracts. Central Médiacsport Zrt. will not be obliged to make arrangements for the insertion of such Advertisements, and the Service Provider will not be obliged to publish such Advertisements.

Furthermore, Central Médiacsport Zrt. is entitled to refuse to publish inserts even if it has been confirmed, and to terminate the concluded relevant individual advertising contracts with immediate effect or to withdraw from them partly or completely if the samples handed over to Central Médiacsport Zrt. or the Service Provider are different from the whole quantity delivered for insertion in terms of weight, size or any other parameter. If performance is rejected or not delivered based on this section, Central Médiacsport Zrt. and the Service Provider will not assume liability for damages or any other obligation, the Client, however, will still be obliged to pay the net-net price of the affected Advertisement(s).

VIII. PUBLICATION, INSERTION

1. Client acknowledges that the trademark, other distinguishing mark, symbol, font type or make-up of the Service Provider's Medium shall not be used in the Advertisement (including the materials to be inserted), and the Advertisement shall not suggest to the reader that the delivered material is an editorial prepared by the Service Provider or any other person acting on its behalf.

2. Client shall prepare the text of the Advertisement in compliance with the orthography rules published by the Hungarian Academy of Sciences, with the provisions of the act on publishing business advertisements, shop signs and certain announcements of public interest in the Hungarian language, the Grtv., the Fttv. and the Tpvt., as well as of the orders, positions and guidelines of the NMHH. (Word plays may be exceptions to the rule, provided that the intention to play with words is evident.) Central Médiacsport Zrt. or the Service Provider may make corrections to the text of the Advertisement in accordance with Hungarian orthography rules without preliminary consultation with the Client. Whenever Central Médiacsport Zrt. feels that a substantial change is needed to the text of the Advertisement – due to problems with its interpretation or for any other reason –, it must seek preliminary agreement on it with the Client.

3. If the Advertisement is submitted in due time yet it fails to appear for reasons beyond Client's control, Client may request, as the primary option, its insertion in the same Medium (product) of the Service Provider, or, as a secondary option, its insertion in another Medium (product) – covered by this GTCC – of the same Service Provider, in the same value; or, if performance is not in Client's interest anymore, or Service Provider does not wish or cannot fulfil the request, Client shall have the right to terminate the contract by written notice sent to Service Provider via letter, facsimile or email. If the conditions of recession are met, Client shall have the right to terminate the contract, either in part or in whole.

In case of major defect in performance the Client may request the repeated, faultless insertion of the Advertisement, either in the same Medium – covered by this GTCC – or in another Medium – covered by this GTCC – of the same Service Provider, at the choice of the Client, in the same advertising space value in the first place, and a discount off the price in proportion to the magnitude of the default in the second place. In case of minor defects, the Client may either request a discount proportional to the magnitude of the default based on agreement between the parties, or insertion.

4. The approval of special requests regarding the placement of Advertisements in the advertising space will depend on the structure of the given Medium and on the number of the similar requests. There is no obligation to agree to requests for special placement. Central Médiacsport Zrt. and the Service Provider will discuss such demands before signing the contract and give the Client their confirmation accordingly. Special placement is subject to surcharge. No damage or other claim can be submitted against Central Médiacsport Zrt. or the Service Provider if, contrary to the agreement and confirmation, the Advertisement fails to appear in the requested special space, in this case, however, the agreed placement surcharge for special place shall not be imposed. Special placement options are included in the Media offer.

5. The Client acknowledges that if special placement is not requested or such request is not approved, the placement of the Advertisement shall be determined by the Service Provider. The Client also acknowledges that no demand whatsoever can be made concerning the visual and textual context of the Advertisement.

6. PR articles may be published in compliance with the relevant legal regulations and the industry code. PR articles shall be published according to the Smtv., the Grtv., the Fttv., the Tpvt. and the Hungarian Advertising Code of Ethics so that the Advertisement can be unambiguously identified as an advertisement. In order to make it clear that the PR article is an Advertisement, Central Médiacsport Zrt. will mark PR articles with "ADVERTISEMENT" or its equivalent as determined by the Service Provider. If the PR article or material to be published is made available to Central Médiacsport Zrt. or the Service Provider by the Client, the Client must mark it as an advertisement in accordance with the provisions of the „[Rules related to sponsored content and PR articles](#)”, available at sales.centralmediacsport.hu. The PR article shall not disguise the intended purpose of the article. The information contained in the PR article must be accurate, balanced, valid, objective and

sufficiently complete to allow the customers to formulate an informed opinion on the advertised product or service. The information shall not be misleading by distorting, excessively emphasizing or withholding facts. If the Client fails to meet the above requirements the publication of the PR content can be rejected without any legal consequences, applying the legal consequences specified in the GTCC as appropriate.

7. In case of Sponsorship the name or designation of the Sponsor or other undertaking determined by the Sponsor shall be disclosed (published or indicated) in a way that all consumers of the Service Provider are informed about the relevant sponsorship. The publication of the Sponsorship and the information about the Sponsorship shall be governed by the Regulations on sponsored placements and PR articles, available at the sales.centralmediacsport.hu website.

8. Special provisions for Magazine Advertisements

8.1 In case of printed Publications of the Service Provider – except for thematic Publications and pages – the Advertisements of obviously competing Clients shall not be inserted on the same press sheet.

8.2. The Client acknowledges that in case of orders for unspecified advertisement space inserts may be placed in a different place in each copy or next to a competitor's advertisement; no damage, warranty of other claim can be made on this ground.

8.3. It cannot be excluded or objected that different products of the same Client will be placed on the same advertisement page.

8.4 Central Médiacsport Zrt. returns manuscripts or ready-for-press materials received from the Client only upon the Client's explicit written request, at Client's cost. This provision shall also apply to the case when the Service Provider takes over such materials from the Client. Central Médiacsport Zrt. or the Service Provider keep such materials for 3 months after the publication of the Advertisement. Thereafter, unless otherwise agreed, the materials will be destroyed.

8.5 In case of Magazine Advertisements, when the Client has a long-term agreement for the publication of several Advertisements and fails to supply new material by the material submission deadline of the next issue, the Service Provider will automatically reinsert the Advertisement that was published most recently, and this shall be considered contractual performance.

8.6 Minor colour and tone deviations may occur during the printing process even when suitable original materials are used, which, however, shall not qualify as defective performance.

9. Special provisions for Online Advertisements

9.1 Central Médiacsport Zrt. and/or the Service Provider tests the creative of Online Advertisements before displaying them. It is the responsibility of the Client to correct the technology and content related errors revealed during the test prior to displaying the Advertisement. The following main criteria shall apply to testing Special Advertisements:

- (i) cookie (the same user should see the Advertisement once a day),
- (ii) option to close (close button),
- (iii) option to mute ("mute" button),
- (iv) target page (by default, users can click on the creative which should redirect to an existing target page),
- (v) shall not interrupt the functions of the page for more than 8 seconds,
- (vi) shall not cover the logo,
- (vii) size (max. 50 Kbyte).

9.2 When the order is placed for a CT (click-through) based Advertisement and the click-through rate (CTR) does not reach 0.1 % in the first third of the campaign period specified in the individual advertising contract, Central Médiacsport Zrt. – based on Service Provider' notice – is entitled to

request a new advertising material to improve the efficiency of its performance. If Client fails to provide replacement material or the click-through rate (CTR) remains below 0.1% despite the replacement of the creative, Central Médiacsport Zrt., with the agreement of the Service Provider, shall be entitled to turn the campaign or its unfulfilled part into an AV (ad view) based campaign in the same value after giving prior notice to the Client thereof. Client hereby expressly approves of this provision.

10. Special provisions for Mobil Advertisements

10.1 Central Médiacsport Zrt. and/or the Service Provider tests the creative of Mobil Advertisements before displaying them. It is the responsibility of the Client to correct the technological and content related errors revealed during the test prior to displaying the Advertisement. The following main criteria shall apply to testing Special Advertisements:

- (i) cookie (the same user should see the Advertisement once a day) – option to close (close button),
- (ii) option to mute (“mute” button),
- (iii) target page (by default, users can click on the creative which should redirect to an existing target page),
- (iv) shall not interrupt the functions of the page for more than 5 seconds,
- (v) shall not cover the logo,
- (vi) size (max. 50 Kbyte).

10.2 When the order is placed for a CT (click-through) based Mobile display Advertisement and the click-through rate (CTR) does not reach 0.1 % in the first third of the campaign period specified in the individual advertising contract, Central Médiacsport Zrt. – based on the notice and with the agreement of the Service Provider – is entitled to request a new advertising material to improve the efficiency of its performance. Client hereby expressly approves of this provision.

11. Special provisions for Online, Mobile and Tablet Advertisements

11.1 In case of ordering the Advertisement the Client (may) receive online access to the ad server of Adverticum Zrt. during the term of the contract but for not more than 1 year after signing the contract in order to monitor its own campaigns. Upon request an extract from the campaign statistics will (may) be also provided.

In case of ordering Tablet magazine Advertisements the Client may receive the above referred access only if Central Médiacsport Zrt. measures the campaign through the system of Adverticum Zrt.

11.2 Unless explicitly stated otherwise by Central Médiacsport Zrt., the data measured by Adverticum Zrt. shall be the base data regarding the performance of certain online campaigns.

IX. ADVERTISING RATES

1. The Media offer is available at sales.centralmediacsport.hu website.

2. The Client may book a certain quantity of advertisements for the relevant year in accordance with the Media offer to be eligible for discounts. Central Médiacsport Zrt. may require financial collateral for the reservation of the quantity that gives entitlement to the discount. In this case discount is granted off the rate of the first Advertisement already. If the Client partially cancels the agreed annual quantity, the discounts will be adjusted to the quantity of the actually ordered Advertisements, or will be lost if applicable. The discounts and the legal consequences of losing a discount will be determined in the individual contracts.

3. Central Médiacsport Zrt. reserves the right to modify its pricing method and prices (including discount prices offered for annual booking) any time, at its sole discretion. Central Médiacsport Zrt. shall inform Client of any price modifications with 30 days written notice sent by email (15 days in case of Online, Mobil and tablet Advertisements). In the case of individual advertising contracts concluded before the disclosure of new prices – regardless of the time of publication – Central Médiacsport Zrt. shall apply prices which were valid directly before the modification. Client hereby expressly approves of this provision.

X. TERMS OF PAYMENT, INVOICING

1. Invoices to the Client will be issued by Central Médiacsport Zrt. or the Service Provider in accordance with the relevant legal relations established under the GTCC, – unless expressly agreed otherwise – one invoice per order, after and in proportion to performance, not later than following the publication/insertion, with a payment deadline of 15 (fifteen) calendar days. Cash payment is allowed up to the amount determined in Act XCII of 2003, according to the provisions of the same Act. In case of the printed Publications of the Service Provider tear-sheet must be attached to the invoice.

2. In the case of Service Providers referred to in Title II, section 3.1 of the GTCC (where Central Médiacsport Zrt. entered into contract for and on behalf of the above mentioned Service Providers), such Service Providers will separately issue their own invoices.

3. In case of late payment the Client shall pay default interest for the those entitled to receive payment according to the legal relationships established under the GTCC, at the rate determined in the Civil Code with respect to contracts concluded between undertakings. In this case the recipients are also entitled to submit any other demand and claim costs and expenses arising from the applicable legislation. If the Client fails to meet its payment or invoicing obligation upon the relevant notification of Central Médiacsport Zrt. or the Service Provider, any contract concluded under this GTCC can be terminated with immediate effect or outstanding orders can be suspended, or new orders can be rejected until the debt is not settled, and advance payment may also be required. According to the established legal relations Central Médiacsport Zrt. and the Service Provider reserve the right to enforce account receivable anytime within the limits of legislation, even through third parties, in particular through a debt collector company.

4. Central Médiacsport Zrt. is entitled to require advance payment under the following conditions;

(i) in the event that the Client company's financial position and solvency cannot be assessed based on public company information, or bankruptcy, liquidation or dissolution procedure is initiated or is pending against the Client (meaning the person liable to pay to the Service Providers), or the Client faces any other situation that entails the risk of insolvency, or there was/will be a risk of such a situation before or after signing the contract,

(ii) if the sponsorship agreement or the agreement reached between the Parties contains such a provision.

The Client shall effect advance payment by the payment deadline specified in the advance payment request letter sent by Central Médiacsport Zrt.. If the Client fails to do so, Central Médiacsport Zrt. is not obliged to accept the order and may terminate the already concluded individual advertising contracts with immediate effect, or may rescind the contract. Central Médiacsport Zrt. and the Service Provider are not obliged to take measures to publish the Advertisement until receipt of the price of the Advertisement.

5. Invoices shall be paid in the currency of the invoice.

6. Banking expenses related to the payment shall be borne by the Client. In the case of orders placed by foreign Clients both the foreign and domestic banking expenses shall be borne by the Client.

7. The date of payment shall be the day when the payment is credited to the bank account of Central Médiacsport Zrt. (meaning the Service Provider who is the recipient of payment according to the legal relationship established under the GTCC). Any complaint about the invoice will involve only the item in question, all other items and the due date of the invoice shall not be affected.

8. Question and complaints related to solely invoices shall be communicated in writing within 8 calendar days of receipt. Beyond this deadline no complaints are accepted.

9. Any refusal, suspension or termination regulated under this Title can be exercised following an unsuccessful preliminary payment notice, where such notice may also be sent by e-mail.

10. The basis of the calculation of the penalty referred to in this GTCC is the net-net price of the Advertisement. The penalty is levied by way of a notification letter, with a payment deadline of 8 (eight) calendar days, unless otherwise provided.

XI. LIABILITIES

1. Client warrants that (i) it is licensed and authorized to execute contracts on advertisement insertion, and place related orders, (ii) the insertions or Advertisements ordered by Client are in compliance with applicable legislation, with special focus on the content and representations of such insertions and Advertisements, (iii) insertions or Advertisements ordered by Client do not infringe any third party rights, and placement of the order is not subject to the approval of third parties. Central Médiacsport Zrt. and Service Provider - in compliance with the legislation - exclude all liability for claims and damages arising out of infringement of the above warranties, for the infringement of rights and/or licences to use patented elements included in the ordered insertion or Advertisement, if any, as well as for personal rights, and for any claims arising, partly or in whole, out of or in connection with the infringement of the above.

1.1 Special regulations relating to Online and Mobile Advertisements

The Client warrants that (i) the ordered Advertisement does not monitor any user information in any form or mode, (ii) unless expressly and specifically agreed upon with the Service Provider, the Client shall not collect any personal data or data suitable for profiling through the advertisement in any form or in any manner.

1.2 The provisions under this title also apply to the consequences of the violation of the above warranties.

2. If the ordered insertion or Advertisement, or the publication of the advertising material breaches any legislation, leads to the violation of an inherent right or otherwise violates or jeopardizes a third party's right or lawful interest and as a result, claim is enforced against Central Médiacsport Zrt. or the Service Provider and/or - if permitted by legislation - their executive officer in a criminal action or otherwise, then the Client will be obliged to directly and immediately – according to the legal relations established under the GTCC – indemnify and hold harmless Central Médiacsport Zrt. and the Service Provider for any damages, claims and expenses (including but not limited to the payment of damages, restitution, penalty, procedural duties and legal costs) incurred by Central Médiacsport Zrt. or the involved Service Provider. This provision shall also apply to the case when the penalty imposed on Central Médiacsport Zrt. or the Service Provider or their executive officer or any other claim enforced against them arises from the breach of Client's warranty obligation.

3. Central Médiacsport Zrt. and the Service Provider will not check the advertising materials received in terms of copyright, media rights, press or advertising ethics; Client shall accept liability for any damage, penalty or civil claim arising therefrom. By accepting this GTCC the Client expressly undertakes to pay all penalties (in particular the penalties imposed by the NMHH or its bodies), compensations for damages and to meet civil claims imposed on the Service Provider and/or Central Médiacsport Zrt. or - if permitted by legislation - their executive officer for the violation of copyright, advertising and media law, competition law and civil law in relation to the supplied advertising materials.

3.1 Special provisions for Online and Mobile Advertisements

Without prejudice to Title XI. paragraph 3, Central Media Group regularly checks whether the Advertisement complies with the provisions of Title XI. paragraph 1.1 (monitoring of user contents and prohibition of collection of personal data and data suitable for profiling).

If an Advertisement violates any of the provisions referred to herein in any manner and to any extent, the Service Provider or Central Media Group shall take the necessary measures towards the competent authorities in order to prevent any unlawful data processing and in every other aspect shall be entitled to exercise the rights granted under the GTC, including especially, but not limited to, any right specified under the title of rejection of advertisements and may apply any legal consequence (e.g., rejection, suspension, deletion, termination with immediate effect, cancellation, penalty). The

Central Media Group and/or the Service Provider is otherwise entitled to take any measure, or make any notification or apply any act that they deem necessary in order to investigate or terminate the prohibited conduct (e.g., unlawful data processing) or the infringing situation.

4. Client warrants that it shall act in accordance with the relevant legislation with respect to the statement required for the quality control or compliance certification involved in the Advertisement. Client shall accept unlimited liability for the consequences of failing to meet this obligation.

5. Client shall accept liability for any failure or damage arising from the poor quality or deficiencies (including the lack or insufficiency of mandatory information or notices as required by the advertising regulations or specific sectoral regulations, and the supply of false data) of the original materials provided by the Client (e.g. illustrations, graphics, emblems, etc.). The Client shall accept liability for the compliance of the provided materials with the Service Provider's technical and technological specifications as referred to in the GTCC.

6. Central Médiacsport Zrt. and the Service Provider shall only be held liable for errors arising from changes made to the Advertisement after its submission if the modification was not requested by the Client, and the GTCC and/or the individual contract concluded on the basis of the GTCC did not permit the modification. Central Médiacsport Zrt. and the Service Provider exclude their liability for modifications which are requested within the deadline but are infeasible, as well as for modifications provided and possibly accepted after the material submission deadline.

7. The Client irrevocably assumes the liability from the Service Provider as the publisher of the Advertisement for all penalties, compensation for damages, restitution, expenses and civil claims arising from the breach of its warranty obligation and from the joint and several liability of the Client, the advertising service provider, the Advertiser and the publisher of the Advertisement under the Grtv. and the Fttv., which are enforced by the competent authorities or third persons against the Service Provider or its executive officers for the violation of the above referred laws and this GTCC by the Client.

8. In accordance with the liabilities and the assumption of liability and debts covered by this Title, the Client shall directly undertake liability to the claimants, and shall pay them the above mentioned penalties, damages, restitution, other claims or verified costs at their due date. If the Client cannot assume direct liability under the applicable legislation, and the person accepting liability or its executive officer honoured the relevant obligations or settled the claim, the Client shall unconditionally and immediately reimburse that company or person for their expenses.

9. In the case of joint advertisements the Client placing the order shall also assume liability for any further promotion included in the Advertisement, in accordance with the liability rules applying to the Client. Client warrants that it is entitled to order such Advertisement, subject to warranties set out in Clause 1 of Article XI. Client and the other party shall be jointly and universally liable, and Client shall be obligated to notify the related party thereof. In any other respect the joint and several liability for joint advertisements shall be considered a special rule compared to the general provisions of the GTCC.

10. The Client shall assume exclusive liability for the validity of the data and the quality certificate provided by the Client, and for the violation of the provisions on the prohibition of misleading and comparative advertising, with the exceptions laid down in the Grtv.

11. Upon request by the proceeding authority, the Client shall prove the validity of the representations communicated in the Advertisement. If the Client fails to meet this obligation it shall be assumed that the representation was false. The Client shall pay all the damages, penalties and related costs arising from its failure to meet the above legal obligation.

12. In case errors in the material submitted by the Client on a computer data carrier cannot be recognized upon its receipt by Central Médiacsport Zrt. and/or the Service Provider or their identification requires unreasonable efforts and as a result the Advertisement inserted contains errors,

or in case the Client has approved the supplied advertising material, Central Médiacsopot Zrt. and the Service Provider shall not accept liability for the defective performance. Central Médiacsopot Zrt. and the Service Provider shall not be held liable for errors in Advertisements published as part of a series of advertisement if the Client failed to file a complaint within 14 days after the original first insertion.

13. The Client acknowledges and expressly accepts that any claim for damages or any other claim against Central Médiacsopot Zrt. and/or the Service Provider can only be enforced up to the price of the defective Advertisement, and only in proportion to the magnitude of the fault or harm.

14. The liability of Central Médiacsopot Zrt. or the Service Provider – under the scope of Title XI, section 13 of the GTCC – shall be limited to actual direct damages. Central Médiacsopot Zrt. and the Service Provider expressly exclude their liability for any indirect or consequential damages or damages caused by incitement, including but not limited to lost profit, costs and restitution, unless the application of any condition of this provision is expressly prohibited by the law. The Client acknowledges that the advertising rates specified in the Media offer and/or the individual contract were determined at their current levels with regard to the limitations of liability regulated by this and other sections of the GTCC.

15. Any complaint by the Client – except for complaints about invoicing – shall be reported to Central Médiacsopot Zrt. in writing, by way of letter, fax or e-mail within 14 (fourteen) calendar days after the publication of the Advertisement. Client expressly acknowledges that Central Médiacsopot Zrt. shall not accept complaints after the deadline.

16. The provisions applying to the exclusion or limitation of liability of Central Médiacsopot Zrt. and the Service Provider shall also govern and apply to the executive officers, employees, agents and performance assistants of Central Médiacsopot Zrt. and the Service Provider.

17. Central Médiacsopot Zrt. and the Service Provider shall not accept any claim for the failure to publish or defective publishing of Advertisements due to a force majeure event.

XII. MISCELLANEOUS AND CLOSING PROVISIONS

1. In the event of any doubt or dispute arising as to the rate or basis of penalty calculation, the net price of the Advertisement shall be used to calculate penalties.

2. Central Médiacsopot Zrt. and the Service Provider reserve the right to reclaim any unauthorized benefits in case a price calculation factor is used without entitlement, even if the affected order has already been confirmed, while the use of an unauthorized benefit was subsequently discovered. This provision shall also apply if the individual contract provides some benefit subject to meeting a specific condition but that condition is not satisfied.

3. The rights granted to Central Médiacsopot Zrt. and the Service Provider in the GTCC are not exclusive, and can be jointly applied. The failure of Central Médiacsopot Zrt. and/or the Service Provider to exercise their rights under the GTCC shall not be interpreted as a waiver of any right.

4. The Parties shall make efforts to settle their disputes arising from this agreement out of court. Should such efforts remain fruitless, the parties agree on the competence of the Buda Central District Court in respect of actions within the jurisdiction of the local court. In the case of actions belonging to the jurisdiction of the county court the jurisdiction provisions of ACT III of 1952 on the Code of Civil Procedure shall apply. Applicable law: the law of Hungary.

5. This General Terms and Conditions of Contract shall be valid from 1 January 2018 until withdrawal, or until its amendments enter into force. The documents and regulations referred to in the GTCC form

its integral parts (e.g.: Delivery specifications of advertisements). Issues not regulated by this GTCC and the individual contracts shall be governed by the applicable legislation. Central Médiacsopot Zrt., alias the Seller of Advertising Space, reserves the right – within the scope of law – to unilaterally amend the GTCC as well as the documents and information materials referred to therein, including those cases when such amendment is initiated to adapt to changes in the Service Provider's terms and conditions and GTCC. The Client expressly accepts and acknowledges the above. The GTCC and the contracts concluded or obligations undertaken pursuant to it shall be governed by the laws of Hungary. Should there be any discrepancy between the foreign language and the Hungarian version of the GTCC, the Hungarian version shall prevail. Any amendment of the GTCC and/or of the documents referred to therein shall be published by Central Médiacsopot Zrt.

at least 15 days prior to the effective date of the amendment – giving adequate notice of it – at the sales.centralmediacsopot.hu website. In case the range of the Service Providers and/or Media with respect to which Central Médiacsopot Zrt. is entitled to sell advertising is modified compared to the effective date of the GTCC, Central Médiacsopot Zrt. will update the GTCC accordingly, publishing the relevant information and a notice thereof on the sales.centralmediacsopot.hu website. As regards updates on the range of Service Providers and/or Media, Central Médiacsopot Zrt. is not obliged to disclose this information by the same deadline set above for the publication of amendments, however, Central Médiacsopot Zrt. shall give immediate notice of any change in the underlying legal relations, as mentioned above. Correcting corporate information about Central Médiacsopot Zrt., which does not affect the substance of the contract, and/or modification of the GTCC due to change in the applicable legislations, which would apply to the GTCC and becomes effective based on the law without its integration into the GTCC shall not be considered as an amendment of the GTCC. Any change arising from mandatory legal regulations shall apply to the GTCC regardless of the date of its amendment. The time period available for communicating the GTCC, modified as described above, and communicating an amended or supplemented GTCC which had to be adjusted to reflect a change of law and/or an official measure can be shorter than the 15-day deadline provided in the GTCC. The Client expressly acknowledges and accepts the above. Central Médiacsopot Zrt. shall make sure that Clients will learn about this GTCC, by including reference to it in the framework agreements, or in case of Clients without a framework agreement, reference is made in the individual contracts or in the confirmation of the first order, providing an accurate link to the GTCC. The effective and complete text of the GTCC shall be published on the sales.centralmediacsopot.hu website.