

GENERAL TERMS AND CONDITIONS OF THE PRIVATE MARKET PLACE SYSTEM

1. Introductory provisions

The General Terms and Conditions (hereinafter: General Terms and Conditions) apply to all offers, contracts and orders for purchasing advertising space through advertising banners in the “**Private Market Place**” system (hereinafter also “System”), operated by **iPROM d.o.o.**, Ulica Ivce Pirjevčeve 16, 1211 Ljubljana-Šmartno (hereinafter: the **Provider**).

By ordering purchases of advertising space in the Private Market Place system, the Customer/contractual partner confirms that they have read these general terms and conditions.

The General Terms and Conditions are available at all times on the Provider's website. A reference to a valid copy of these General Terms and Conditions can be found on each Provider's quote. By accepting the quote, the Customer confirms they have read the general terms and conditions and accept them in full.

If different terms and conditions are agreed between the Provider and the Customer through a separate written agreement, the latter shall apply. The agreed and amended general terms and conditions apply to advertising services across all media types provided by the Provider. The Provider reserves the right to adapt the General Terms and Conditions to the type of advertising media, upon timely notice; amended terms and conditions will not impact the previously agreed contractual relationships. By concluding a prior written agreement, the parties may regulate individual elements of the contractual relationship in a different manner than specified in these General Terms and Conditions.

2. Definitions

Private Market Place: A system for purchasing display advertising on advertising banners.

Customer: A legal or natural person who purchases advertising space through the Private Market Place system.

Ad: An ad is a message intended for the public, the publication of which is ordered by a legal or natural person with the aim of promoting the sales of goods, services, rights or obligations, gaining business partners or creating reputation and goodwill among the public. The ad is published in exchange for payment or other similar compensation or for the purpose of self-promotion. The ad is defined by the location of the publication (position on the website and position on each webpage), conditions for displaying an ad (reach or keywords), content (graphic or text ad) and an URL address.

Click: A click is the act of a user interacting with a displayed ad. A click is made when a user positions the cursor on an ad and clicks on it, initiating the process of redirection to the advertiser's online presence. A click is counted when the user is redirected to the advertiser and it is not necessary for the user to actually arrive at the target location. The click is recorded as completed on the iPROM ad server when it receives a request from the user's browser for redirection and sends a response to it.

Impression: An impression is the transmission of the ad content in response to a request for

an ad to appear in a user's browser window. The impression is recorded on the iPROM ad server. It is not recorded at the beginning of the loading of the page on which the ad is displayed, but only upon the additional request to display an individual ad. The impression is recorded when the iPROM ad server receives a request to serve the ad and responds to it by sending the display source code to the user's browser.

3. Terms of use

The System service is intended for everyone who meets all of the following conditions:

- they operate a website, the content of which is in the Slovenian language and complies with the applicable regulations in the Republic of Slovenia and the general acts of the Provider;
- natural persons at least 18 years old;
- legal persons that have their registered office or natural persons who have their residence in the Republic of Slovenia;
- accept these General Terms and Conditions and thereby undertake to use the System in accordance with the applicable regulations and these General Terms and Conditions.

4. Sign-up/registration process

The process of signing up for the System is based on the Provider's sign-up offer sent to a legal or natural person.

The Customer registers in the System using a reference number, which is sent by the Provider individually.

The Customer must provide the following information upon registration:

- **Company information:** company name, URL, tax ID, address, contact person (name and surname), e-mail address
- **Natural person information:** name and surname, address, tax ID, e-mail address

5. Terms of payment

Customers will make all payments in the System with payment cards using the system at <https://www.braintreepayments.com/>.

Payments for purchasing advertising space will be made by the Customer in advance and the paid funds will be used for purchasing advertising space. After the service is performed, the Customer will receive an invoice in accordance with applicable regulations.

Payment terms can be defined in more detail in an individual offer received by the Customer.

6. Advertising formats

Within the System, the Customer may purchase several different advertising formats.

6. Prohibited use

The Customer undertakes not to perform, attempt to perform, allow a third party to perform, nor induce any third party to perform any of the following actions:

- artificially generate clicks on ads or ad impressions, which includes any actions or omissions that result in clicks not representing genuine user interest in the content of the ad; such practices and omissions include in particular:
 - repeated manual clicks or impressions,
 - use of robots,
 - use of tools to automatically generate clicks and impressions,
 - use of third-party services that generate clicks and impressions (e.g., paid-to-click, paid-to-surf, autosurf, and click-exchange programs),
 - use of any other disguised, fraudulent or misleading software and services;
- editing, filtering, or modifying ad content;
- deleting, obscuring or distorting the ad in any way;
- framing, minimizing, removing or otherwise preventing the complete and full display of any advertised website that is accessible to the end user by clicking on any part of an iPROM ad;
- in any way preventing a click on an iPROM from directing the end user directly, without any intermediate stops, to the advertised page;
- obtaining and storing information obtained from any ad in any form;
- acting in any way that does not comply with these General Terms and Conditions or in a way that harms the business interests of the System provider.

6. Measuring advertising

Advertising volume is measured on the System's ad server, which means that requests for displaying the ad or clicks on the ad are recorded. The following data is stored in log files:

- IP address
- Session information
- Cookie information
- Operating system and web browser version information
- Visit time/click time
- Page visited/ad click
- Whether or not the ad was displayed in the field of view for more than three seconds
- Playback action may also be measured for video ads

7. Intellectual property

All content and intellectual property in the System (data, text, multimedia content, software and software and source code) are the property of iPROM d.o.o.. All rights reserved.

Copyrighted content may only be used in the manner and for the purpose specified in these General Terms and Conditions and the applicable legislation.

By signing up to the System, the Customer does not acquire any material copyrights and/or industrial property rights in any System content.

The Provider owns the iPROM registered trademark iPROM and the iPROM.si web domain.

8. Liability

Customer liability

The Customer warrants to the System Provider:

- that all the information provided during registration for the System is correct and accurate;
- that the Customer has the full power to sign up for the System and perform any obligations required by the sign-up process,
- that the content of the advertisements included in the System meets all the conditions from these General Terms and Conditions.

The Customer assumes full responsibility for the content of the advertising message. In the event that the Customer violates the law, infringes copyrights or violates the Slovenian Advertising Code, the Customer is directly liable to a third party.

If an inappropriate advertisement results in a criminal charge, the Customer shall be liable to reimburse all costs incurred by way of fines, attorney's fees and court proceedings. If the ordered advertising service ends prematurely or does not start at all due to the inspection services or the competent authorities, the Customer is obliged to pay the value of the ordered service in full.

The Provider may refuse to carry out the campaign ordered by the customer if it finds before publication that the intended advertising message does not comply with regulations or violates the Slovenian Advertising Code and is therefore unsuitable for publication in the desired form or content.

System provider liability

The System Provider undertakes to ensure that the entire System will be continuously accessible and that it does not contain illegal elements or any viruses, trojans or similar factors that could pose a risk to the network infrastructure.

The following limitations of liability apply to the provision of the System, unless otherwise specified in these General Terms and Conditions or in the applicable regulations:

- the Provider does not assume liability for the content, accessibility, operation or integrity of the websites on which the ads are displayed;
- the Provider does not assume liability for the content, accessibility, operation or integrity of the websites advertised in the ads;
- the Provider does not assume liability for ad content;
- the Provider does not assume liability for any damage caused by the inability to use the System services, data loss or other reasons related to the operation and availability of the System;
- the Provider does not assume liability for the loss of content, incorrect display of advertisements, failure to record ad impressions or technical hardware or software faults;
- the Service Provider cannot ensure the operation of the Service in the event of a failure of the advertiser's network, power outage or other technical issues that could temporarily disrupt the operation of the System;

- the Service Provider cannot guarantee the operation of the Service in case of force majeure.

The Provider reserves the right to:

- deactivate the Customer in the System, at any time, for any reason, without prior notice,
- refuse to publish an advertisement in the System or remove an already published advertisement for any reason, without prior notice.

9. Resolving complaints

The System Provider is exclusively responsible for resolving all complaints, grievances and comments regarding the operation and the content of the System, including the display and content of ads.

In case of questions and complaints regarding the System, the Customer may contact the iPROM User Support Center at info@iPROM.si.

10. Protection of Personal Data

The Customer expressly allows the System Provider to collect and process, exclusively for the purpose of performing mutual business obligations, all the data necessary for this purpose, in particular:

- name, surname, address, e-mail address and tax number,
- IP address information of end users who clicked on ads,
- end-user operating system and web browser version information.

11. Confidentiality

The Customer undertakes to protect all trade secrets disclosed to the Customer as it participates in the System. A trade secret is any information relating to the System and not publicly accessible to all, including in particular:

1. all software, technology, specifications, materials, guidelines and documentation relating to the System;
2. traffic statistics or any other statistics related to the performance of ads displayed in the System.

12. Agreement term

The agreement on the signing up of the Customer based on these General Terms and Conditions is concluded for an indefinite period of time.

The Customer may stop using the System at any time, provided that the financial obligations arising from the purchases of advertising space up to the date of withdrawal from the System are paid to the Provider.

Notwithstanding the provisions of this clause, the System Provider shall have the right to suspend or permanently exclude the Customer from the System if the Customer breaches any provision of these General Terms and Conditions or any part of applicable law.

13. Final Provisions

The General Terms and Conditions are binding on the Customer and the Provider and are subject to change. The relationship between the Customer and the Provider is governed by the version of the General Terms and Conditions applicable at the time an order for the purchase of advertising space that is published on the Provider's website and which the Customer has read and understood.

Any disputes will be settled amicably by the parties. If this is not possible, the District Court in Ljubljana has jurisdiction to settle disputes.

Ljubljana, 1 April 2021

iPROM d.o.o.