

General terms and conditions

1. Definitions

The below general terms and conditions shall be applied to services provided by BRISK Digital International Ltd. (Address: 5. Harangvirág street I./2. Budapest, H-1026, company registration number: 01-09-324873, tax number: 26337610-2-41).

Unless otherwise specified, the below definitions shall be applied as follows:

Related undertaking: any person, subsidiary or holding of any of the parties or subsidiary of the party's holding company.

Applicable law: all regulatory requirements related to this contract, excluding conflict of laws of other countries.

Authorized third party: any third party, who you authorize to order through the Cloud on behalf of you and/or give media orders and/or give metadata related to content, and/or upload or download contents. As per paragraph 3, you must inform us about any of the above mentioned actions. Third parties can be production- or post-production companies, media agencies, creative agencies, and/or broadcasters.

Broadcaster: TV broadcaster, broadcaster vendor as an outsider transfer company website operator, ad network, automated online ad exchange, ad server, radiolocation operator, or other legal entity suitable for broadcasting and/or providing content to the public.

Business day: any calendar day except for Saturday, Sunday, and holiday.

Fees: uniquely specified fees you have to pay for the services provided by our company.

Content: video or sound uploaded to the Cloud by you or by any third party you authorize, or if necessary, any content related thereto.

Metadata related to content: basic metadata related to the market for all contents, such as advertiser, product, title, duration, number of keys or local equivalent thereof, format (SD/HD), name of creative agency, name of post house, name of media agency, date of first broadcast, music information.

Client's user account: secured websites to which only you or your authorized third parties have access through the Cloud, with the password we give.

Cloud: platform reachable through web browser, suitable for content upload and providing orders related to media orders, content related metadata, and service.

Platform: digital advertising media submission and file forwarding system, which users can access on a browser basis, registering a company account, using the path (URL) specified in the respective Gtc. The Service Provider reserves the right to change the path in the Gtc amendment.

Path: the Platform's web address, reference location (URL). Currently: brisk.digital.

Cloud's terms of use: User account and online terms and conditions related to the usage of the Cloud to which only you-, your authorized third parties-, and any authorized third parties act on your behalf have access.

Media orders: pieces of information which have to accompany contents need to be uploaded to the Cloud, and which specify channels, delivery points, and the required service level related to the uploaded contents.

Intellectual property rights: all patents, inventors' right, models, copyright and related rights, trade mark, service mark, trade-, commercial-, and domain name, unique styles, designs or rights related to goodwill and protection against passing off, rights related to market abuse, design, software, database, topographic, confidential information (including know-how and commercial information) and any other, registered or non-registered intellectual property rights, including request for registration of proprietary rights-, renewal of proprietary rights-, and prolongation of proprietary rights, as well as rights and protection on a par with the aforementioned, all over the world.

Order: as per section 3, any service-related request made by you or by any third parties you authorize.

Party or parties: your company or our company, you or we / us (implicitly).

Platform Agreement: exclusive agreement made by BRISK Digital International Ltd. and you, together with the general terms and conditions.

Proxy files: lower quality video files which can be accessed through the web browser.

Services: services specified in the Platform Agreement.

Service levels: service levels specified in the Platform Agreement.

Technical specifications: file specifications related to contents need to be uploaded to the Cloud. We reserve the right to modify them at any time after sending you a written notice about that.

We (our / us / to us, etc.): BRISK Digital International Ltd., as legal entity with which you make agreement.

You (To you/ for you / yours, etc.): company or other legal entity named on the first page of this Platform Agreement.

2. Services

2.1 We provide our services according to the general terms and conditions and according to the Cloud's terms of use.

2.2 When providing services, we are committed to:

2.3 provide our services with utmost good care and profession; and

2.4 make sure that all Contents are stored safely and we do not delete any of them until one year beginning with the upload of the Content. Contents are only used as per your / your authorized third party's instructions and during the time of service.

2.5 In case you authorize any third party to use your account, password will be provided by us.

2.6 We provide the Cloud as follows: 24 hours a day, 365 days of the year, availability of 99,9%, except for planned and agreed maintenance period which will not exceed 48 hours annually, and will be carried out on weekends (GMT).

2.7 We provide customer service from Monday to Friday, 08.00 – 21.00

2.8 We are committed to transfer all contents uploaded to the IMP Cloud between 9.00 and 18.00 within 4 hours on business days, provided that the contents are compliant with the Cloud service terms.

2.9 Quality control of content is not included in our service, therefore we can not be held liable for checking and identifying content which is legally / otherwise inappropriate for the broadcaster's terms or requirements. It is exclusively your responsibility.

3. Your obligations

3.1 You are obliged to:

3.2 inform us about any third parties you authorize to use the Cloud; as well as

3.3 make sure that the authorized third parties cooperate with us at all service related issues.

3.4 You are entitled to place orders through the Cloud. If you inform us previously in writing, you are entitled to authorize third parties to place orders through the Cloud. Platform Agreement terms apply to these orders. You take the responsibility for all orders placed by your authorized third parties through your customer account. Any order placed using the user account(s) provided to you will result in a service fee payable by your Company.

3.5 Our company cannot be held liable for any unauthorized access made with the password provided to you or to your authorized third party.

3.6 Our responsibility is limited to the services provided for you, only. We do not take responsibility for any authorized third parties' actions.

3.7 It is your responsibility to make sure that all contents are free from virus, software, code, or data which might damage any elements of the Cloud. You also have to make sure that all contents comply with the relevant law.

3.8 Digital system fitting can only be made and linked to the Platform with our written permission, the violation of which will result in the termination of all discounts granted to you.

4. Intellectual property

4.1 The content remains exclusively your property.

4.2 All intellectual properties related to the Cloud shall remain the property of the owner.

4.3 In exchange for the service fee, we provide a non-exclusive, royalty-free license for you to use Cloud.

4.4 You are entitled to transfer the right mentioned in section 4.3 to:

4.5 other joint ventures; and/or

4.6 upon your preliminary written notice and on the basis of our permission any third parties you authorize, but only to use or services, provided that they agree to all terms and conditions of Cloud's use. We are entitled to refuse permission if we provide or intend to provide the service directly to the third party

concerned in the future. The release of the use of the Cloud in a commercial manner, even as a free service, is not permitted and will result in the termination of all discounts granted to you.

4.7 You provide a non-exclusive, royalty-free license for us and/or (if necessary) for our partner companies to purchase-, store-, process-, and publish content (as per your instructions).

4.8 You are obliged to take responsibility for all (direct or indirect) costs, expenditure, loss, or damage levied / caused to us, including interests, penalties, legal costs and claim which stem from your / your authorized third party's actions regarding purchase, publishing, or use of Cloud contents, that:

4.9 infringe the intellectual property rights-, violates the privacy-, access rights-, personality rights-, and/or confidentiality of any third parties; or

4.10 harm the reputation of any third parties, defame; or

4.11 contradict with the relevant law.

4.12 Sections 4.8 – 4-11 shall remain effective after the end of providing services and/or after the termination of agreement between our company and you.

4.13 We are obliged to:

4.14 Notify you in writing about any claims/demands made to us, regarding which we shall claim for compensation, formerly specified in section 4.8.

(Claims);

4.15 We make it possible for you to investigate and negotiate at your own expense, and settle the payment. Our prior approval is necessary for the settlement and this approval shall never be denied wantonly.

4.16 If you think it is necessary, we support you in taking steps to settle the payment within reasonable limits, provided that you pay for the support costs that may arise in advance.

5. Safety and confidentiality

During Cloud operation we aim at the safest and most confidential handling and storing of contents, metadata and media orders related to contents. Exceptions are, when security and confidentiality are breached (i) during electronic transfer of content and/or media orders to the Cloud, or (ii) during operation of the telecommunication lines' owner/s used by the Cloud, or (iii) during/due to actions or failed actions of broadcaster during reception of content or content-related metadata.

6. Price and payment

6.1 Our service prices are based on a specific tariff and you are obliged to settle the invoice thereof. We reserve the right to modify the price, especially in the case of annual indexing, exchange rate change, or any other types of economic or financial change. You are informed 30 days prior to the price change in writing. In case there is no reply, we have the right to modify the price after the 30th day. If you do not agree with the price modification, and do not accept it, the contract shall be terminated after 30 days and you will not be entitled to our services. In case you want to use our services again, new contract needs to be signed and a new price agreement needs to be made.

6.2 Invoice is always made when the media order is placed, therefore the price of the content ready for broadcast shall not be reduced due to a future cessation of broadcaster.

6.3 We do not charge fee for contents shared falsely by our mistake. We do not charge fee in case our level of service was lower than the level you specified.

6.4 Invoice of provided services shall reach you in time. Our services can only be used, if all the invoices (together with VAT) are paid within 30 days after the issue date of invoice.

6.5 According to the Platform Agreement, you are obliged to make the payment totally, without any recalculation-, deduction-, offset-, or retention.

6.6 If the payment is more than 14 days overdue, we have the right to charge an annual 10% interest from the due date until the date of settling the invoice, without extra notice. We also reserve the right to shift the debt collection costs to you.

7. Limit of responsibility

7.1 None of the rules of this agreement can be interpreted to:

7.2 exclude or limit your responsibility, or that of ours:

(a) in case of injury or death caused by any parties, employers of the parties, or contractors out of neglect ; and/or

(b) in case of fraud or deceit; and/or

(c) in case of breach of the relevant law or any other types of responsibility that can not be excluded or limited according to the relevant law.

7.3 None of the parties shall take responsibility for any type of other party's indirect loss stem from the Platform Agreement or related thereto, including loss of profit or income, lost or damaged data, as well as lost business opportunities.

7.4 Section 7 shall remain effective after the termination of services and/or the termination of the Platform Agreement.

8. Duration of agreement and termination of services

8.1 The Platform Agreement shall enter into force on the day both parties sign it; if parties sign the Agreement on different days, the latter day shall be applied. According to section 8.2 and 8.3, the Agreement shall be effective until the last day of the signature's calendar year. (Duration)

8.2 After the expiration of duration, the Agreement shall be extended automatically for one more calendar year, unless any of the parties initiates the termination of the Agreement at least 60 days before the expiration of the original- or the extended duration. Either party may terminate the Agreement more than 60 days before the expiration thereof, by giving a 60 days prior notice in writing, without giving explanation. In case the date of termination is different from the expiration date, you are not entitled to claim for the service with the former conditions, even though it is claimed for within the same calendar year.

8.3 Either party may terminate the Agreement immediately in writing without infringement of their rights and rights for remedy, if:

8.4 the other party does not make the necessary payment in time, or the payment is more than 30 days overdue despite the written notice;

8.5 the other party breaches any other rule(s) of the Platform Agreement and the breach of contract is irretrievable, or (if the breach of contract is retrievable) the retrieval is not started within 30 days after written notice had been sent.

8.6 We reserve the right to suspend or terminate our services at any time without prior notice, if you seem to breach the Platform rules, or if you our your authorized third party use(s) our services in a way that leads to legal consequences for us, or causes disruption in our services or in other users' access to our services.

8.7 In case the Platform Agreement is terminated for any reasons:

8.8 You are obliged to fulfil your payment obligations immediately and completely;

8.9 Termination does not affect the parties' rights-, obligations-, duties-, and responsibility which were specified before the termination; and

8.10 the rules of the below sections remain effective:

Sections 4.8 -4-11. (Your obligation to compensate), section 7.

(limit of responsibility), section 8.10. (consequences of termination), as well as sections 9-20.

9. Entire agreement and priority

9.1 The Platform Agreement is considered to be the entire Agreement between you and our company. Any prior or present-, verbal or written consent, contract, offer or declaration related to the issue shall be abrogated.

9.2 In case any contradiction or inconsistency shall be found in the documents, the priority is as follows: (1) special terms and 2) our general terms and conditions.

10. Way of notice

10.1 If not otherwise required in the general terms and conditions, parties are obliged to send all notice, permission and approval in writing. They are considered to be delivered:

10.2 if they are received personally, or

10.3 on the second business day after sending the notice per post; or

10.4 on the first business day after emailing (except for notice related to termination of agreement-, claim for compensation-, and legal proceedings, in the case of which it is not enough to send e-mail).

10.5 Notice regarding invoices shall be sent to the contact person(s) you assign. All other types of notice shall be sent to your system administrator who is responsible for the service.

11. Rights of third parties

Only the contracting parties have the right to implement the Platform Agreement. Under no circumstances can the authorized third parties act on their own behalfs or use any rules of the Agreement to their advantages.

12. Force major

Contracting parties can not be held liable, if there is a delay or default in complying with the terms, if the default is caused by events, reasons or circumstances occurred beyond the parties' control. If such circumstances occur, the party involved has the right to request a deadline extension within reason. If the delay or default is permanent for 10 days, the non-involved party has the right to terminate the agreement with a 7 days notice. Termination has to be sent to the involved party in writing.

13. Data protection and anti corruption

13.1 Both parties agree to accept all data protection-, anti corruption-, and anti money-laundering (AML) regulations, and fulfill all duties and obligations specified therein. If it is necessary or stipulated by law, parties shall support each other in complying with all these rules.

14. Interpretation

14.1 When interpreting the Platform:

14.2 A person is any natural person, legal entity or an organizational unit without legal personality (whether or not there is an own legal personality therein);

14.3 All appendix of this document are parts of the Platform Agreement and have the same validity as the Platform Agreement. All references to the Platform Agreement include the specific terms, also.

14.4 By company, all companies, corporations, associations and legal entities are meant, independent from the method and place of foundation;

14.5 Unless it is otherwise apparent from the context, singular nouns are applicable to plurals, and plurals include singulars, as well;

14.6 Written communication includes email (unless otherwise regulated);

14.7 Obligation to abstain from taking a certain action is also an obligation not to let anyone else do it; and

14.8 "Including", "included", "especially", "for example" or such expressions are given for informative purpose, they do not limit the meaning or definition of the words and expressions follow them.

14.9 Titles of the sections and appendix do not affect the interpretation of the Platform Agreement.

15. Renunciation of rights

15.1 According to the Platform Agreement, renunciation of any rights- or right for legal remedy has to be put in writing, and it can not be interpreted as renunciation of any rights if the contract is breached or in case of default.

15.2 If any of the parties do not exercise their rights- or the right for legal remedy specified in the Platform Agreement or in any other regulation, or exercise it later, it does not mean renunciation of any rights, and does not hinder or limit the exercise of rights- or the right for legal remedy at a later time. One-time or partial exercise of rights- or the right for legal remedy specified in the Platform Agreement and in any other regulation does not hinder the further exercise of rights- or the right for legal remedy.

16. Completeness of the Agreement

16.1 If the Platform Agreement or its regulation or any parts of its regulation become invalid, unlawful, or it can not be implemented, the possibly slightest modification has to be made, so that the Agreement will be valid, lawful and viable. If such modification is not possible, the regulation involved or part(s) of it need(s) to be cancelled. Any modification or cancellation mentioned in this section do not affect the validity and viability of other parts of the Platform Agreement.

17. Transfer of rights and other affairs

17.1 Without our prior and written permission, your rights and obligations specified in the Platform Agreement can not be transferred, bonded, or sold.

18. Prohibition of partnership

18.1 No parts of the Platform Agreement can be interpreted to set up a joint venture or partnership. Neither party shall be the agent of the other, and neither of the parties shall be authorized to take obligation on behalf of the other. Exception: you are entitled to authorize a third party to place orders on your behalf.

19. Applicable law

The interpretation of the subject matter of the Platform Agreement, related proceedings-, legal disputes and claims connected thereto (including non-contractual disputes and claims) shall be governed by the law of Hungary.

20. Jurisdiction

Each of the parties accepts irrevocably that any disputes or claims related to the Platform Agreement and the subject matter thereof (including non-contractual disputes and claims) shall be settled by the courts of Hungary, with non-exclusive jurisdiction.

21. Duration and modification of the general terms and conditions

General terms and conditions shall be valid from the date of publication. Effective version can be found at www.brisk.digital. We reserve the right to supervise and modify the General terms and conditions from time to time. Modification thereof shall be effective on the date of publication, about which all pieces of information shall be given at www.brisk.digital