

GENERAL TERMS & CONDITIONS

Definitions

Arbitreo - is a data project of the company Business Factory s.r.o., therefore as the entity which provides the Services will be addressed Business Factory s.r.o. (BF)

BF – the company Business Factory s.r.o., Id.No: 28356624, with its registered seat at Milady Horákové 13, Brno, ZIP code 602 00, incorporated in the Companies register kept by Regional Court in Brno, file number C 63427 – the entity which supplies or provides the Services

the Client - means a natural or legal person, who orders the Service from BF.

the Party (or together the Parties) - means BF or the Client, together BF and the Client.

the Ad Account(s) - means predefined account(s) registered with BF and associated with the ad account(s) of the Facebook.

the Ads Content - means any and all information and files that the Client posts on the Facebook by means of using the Service.

the Advertising Spend (also the Ad Spend) - means any and all charges payable by the Client for the advertising conducted with respect to the Ad Account on the Facebook and regardless of whether the Client conducted advertising campaigns using the Service or not.

the Affiliate - means an entity, which is a subsidiary or a parent company of or under common control with the Party (esp. Business Factory s.r.o., Id. Nr. 28356624, with its registered seat at Milady Milady Horákové 1957/13, Brno, ZIP code 602 00, incorporated in the Companies register kept by Regional Court in Brno, file number C 63427).

the Facebook - means any and all advertising platforms in Facebook's ecosystem including but not limited to Facebook, Instagram, Messenger and Atlas.

the Facebook Terms - means any and all terms and conditions including policies, procedures and/or guidelines of the Facebook from time to time and currently published on <https://www.facebook.com/terms.php>.

the Facebook Ads Guide - means any and all requirements such as but not limited to dimensions, file sizes and character limits for advertisements in each and all formats and for each and all placements from time to time and currently published on <https://www.facebook.com/business/ads-guide>.

the Partial Contract - means contractual arrangements between BF and the Client towards provision of concrete services. The Parties understand the Partial Contract as the Sales Order Form confirmed by the Parties, i.e. sent by the first Party and accepted by the second Party.

the Personal Data - means data as defined by the General Data Protection Regulation (EU) 2016/679 on [data protection](#) and privacy for all individuals within the [European Union](#) and the [European Economic Area](#) and/or any and all local legislations.

the Platform - means BF's Facebook social ads API tool, a technical application, which is used to provide the Service.

the Professional Onboarding Program - means a program of a scope and duration agreed in the Partial Contract organised and managed by BF with the objective of

setup of the Facebook's infrastructure and the Facebook's performance campaigns for the Client based on best practices of online advertising.

the Sales Order Form - means an offer to a conclusion of the Partial Contract made by the Client. The Sales Order Form contains identification of the Client, including but not limited to the Client's bank details, contact person of the Client for purposes of providing of the Service, further conditions of the Service providing including but not limited to the period of providing, the specification of the Service, the inclusion of Professional Onboarding and its eventual fee, the valid BF remuneration scheme, the payment method of resources to providing of the Service and other information required to the Service providing.

the Service - means the web-based features and services included in the Platform that enable the Client to manage, optimize and publish advertising campaigns on the Facebook at scale together with any support provided by BF.

the Terms and Conditions (also TaC) - means these terms and conditions applicable to the use of the Service. BF may update and modify TaC from time to time and by continuing to use the Service after the date of publication of revised TaC the Client accepts the modification and the revised TaC shall enter into force after 30 days have elapsed from the date of publication of revised TaC. The Client may be notified by e-mail and/or by publishing on the website (<https://www.roihunter.com>).

the Unlimited Self-Served Version - means the subscription service that entitles the Client to use the Platform to its full extent under these TaC.

the Website - means technology of BF located at <https://app.roihunter.com>.

1. The Service

1. The Service consists of SaaS ("Software as a Service") advertising tools and documentation provided by BF and used by the Client via Internet. The

Service can be used to create, manage and optimize the Client's advertising campaigns on the Facebook.

2. The Service operates between the Client and the Facebook on which the advertising campaigns are being conducted, and it is the responsibility of the Client to provide that the output and results of the Service meet the Client's expectations and requirements.
3. BF grants to the Client a non-exclusive, non-transferable limited right to access and use the Service, against due payment of the agreed fees, solely in connection with the Ad Account(s) on the Facebook.
4. BF is entitled to in its sole discretion to offer the Client a trial period, during which the Service is provided free of charge if not otherwise specified between the Parties. The trial period starts on the first day the Service is used by the Client. The Client's right to use the Service shall automatically continue after expiry of the trial period unless the Client notifies BF in writing and before the expiry of the trial period that it does not wish to continue to use the Service after the trial period. In the absence of such written notice, the Client's right to use the Service shall continue after the trial period for an indefinite period until terminated in accordance with Section 7 below; or for a definite period if the Parties agreed so in the Partial Contract. The use of the Service after the trial period is subject to the fees set forth in Section 4 below. Except for an obligation to pay fees pursuant to Section 4, these TaC shall apply also during the trial period.

2. Rights and obligations of the Parties

The Client:

1. The Client is required to have the Ad Account(s) on the Facebook. The Client may add new Ad Account(s) to the Service.
2. The Client shall register the Ad Account(s) and sign up to the Facebook in connection with which the Client wishes to use the Service.
3. The Client is obliged to pay the remuneration according to these TaC and/or the Partial Contract within the due date.

4. The Client is responsible for how the Client uses the Service and for achieving the intended goals and results of using the Service.
5. The Client is responsible for complying with all laws and regulations applicable to the Client's advertising campaigns conducted using the Service. The Client is required and responsible for complying his acting in accordance with the Facebook Terms.
6. The Client is obliged to verify factual accuracy of commercial communication in advertising materials, the Client is obliged to verify that the content of advertising materials shall not contravene rules of law - especially it shall not contravene rules of competition and unfair competition protection (e.g. misleading advertising, inadmissible comparative advertising etc.) shall not contravene rules of personality rights and/or intellectual property right of BF or any and all third parties.
7. The Client shall not (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; (ii) access all or any part of the Service in order to build a product or service or feature which competes with the Service; (iii) attempt to obtain, or assist any and all third parties in obtaining, unauthorised access to the Service; (iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise make the Service available to any and all unauthorised third parties; or (v) reverse engineer, decompile, decode, decrypt, disassemble, or attempt to derive any source code from the Platform (except and only to the extent any foregoing restriction is prohibited by applicable law).

BF:

8. BF is obliged to provide the Service to the Client on the base of the Sales Order Form.
9. BF shall confirm the Client's registration and the Ad Account(s) in due course after having received the registration.
10. BF is entitled to produce the Service as it deems appropriate. The Service and the Facebook is constantly evolving and the features and availability of

the Service may change without notice. BF will endeavour to inform the Client of any substantial changes in the Service on its website (<https://www.roihunter.com>) or through the Service (in the Platform, the Platform's chat, in the Platform's support centre or by e-mail).

11. BF shall have the right, in its sole discretion, to review, reject or remove any Ads Content transmitted by the use of the Platform.
12. BF reserves the right to suspend, discontinue or restrict access to any portion of the Service at any time and for any reason and will not be liable to the Client in any way for possible consequences of the aforesaid. BF shall inform the Client about any of aforesaid action in advance.
13. Defects which are applied by the Client properly, in a written form and on time, is BF obliged to remove at the earliest possible time.
14. BF is entitled in its sole discretion to suspend the Service providing in case of the Client's delay with payment of remuneration for the Service without notice to the Client.
15. BF is entitled to use the Client's name and logo as a reference for advertising purposes.
16. BF is entitled in its sole discretion to change the working methods, hardware, data communication links, software, user interface or other system components used in the providing of the Service.

3. Professional Onboarding Program

1. If the Parties agreed so in the Partial Contract, the Professional Onboarding Program (the PO) is a part of the Service.
2. A scope of the PO is agreed in the Partial Contract and the PO may contain for example:
 - an audit and setup of the Client's infrastructure;
 - a help with setup of the Ad Account(s) and/or advertising campaigns on the Facebook;
 - an assistance with marketing campaign running and/or performance optimization on the Facebook.
3. If the PO is a part of the Service in any form and scope the Client is obliged to:

- a. Commit to a test budgeted of a minimum of EUR 10,000. - per calendar month for the period of the PO.
 - b. Provide BF with historical performance of the Client's previous campaigns (the Benchmark) as a base to set up the Key Performance Indicators (the KPIs).
 - c. Provide BF with all the necessary access to the Ad Account(s), Google Analytics and the Client's website if these are required by BF to setup the Client's infrastructure.
 - d. Provide BF with creative work that is needed to run static banner campaigns on the Facebook or Dynamic Creative Optimisation campaigns on the Facebook.
4. The fee for the PO is stated in the Sales Order Form. The fee is payable upon conclusion of the Partial Contract. The obligation of the PO's fee remains regardless of the trial period governed by Section 1, Par. 4.

4. Remuneration, fees

1. The Client is obliged to pay BF the fee for use of the Service.
2. The fees are agreed upon in the Partial Contract or in any bilateral amendment of the Partial Contract.
3. The fee shall be calculated and invoiced based on the rules and with periodicity set in the Partial Contract.
4. The minimum monthly fee is agreed upon by the Parties in the Partial Contract. The minimum monthly fee is used unless the fee for using of the Service exceeds the amount of the minimum monthly fee.
5. For the first month of use the minimum monthly fee or the fee for using of the Service (whichever is higher) is charged if the Client's free trial period according to Section 1, Par. 4 had expired before end of the calendar month and the Client continued to use the Service after such free trial period.
6. If the relationship between the Parties is terminated as described hereinafter in Section 7, for the last month of use, the higher of the fee for use of the Service and the minimum monthly fee is charged if the relationship had terminated before the end of the calendar month.

7. BF may change the fees from time to time. The change enters into force after 30 days have elapsed from the announcement of the change by e-mail and/or by publishing on the website (<https://www.roihunter.com>). The change does not affect the fees for invoicing periods commenced before the effective date of the change. In case of a price change the Client is entitled to terminate the Service to end on the effective date of the price change by notifying BF thereof in writing at least 14 days before the effective date of the change.
8. The fees are VAT exclusive. VAT is charged in accordance with the law in a legal amount. The price including VAT is stated in a tax document (an invoice). The tax documents (invoices) are due within 21 days from issuing the invoice unless stated otherwise in the tax document (an invoice). The payment is settled by a transfer to BF's bank account specified in the Sales Order Form and/or in every issued invoice. The entire invoicing is realized in EUR or other currency specified in the Partial Contract.
9. In case of the Client's delay in settling payments for remuneration, BF reserves the right to terminate the Client's right to use the Service with immediate effect and without notice and the Client is obliged to pay the contractual penalty 0,05% of the whole unsettled amount for each day of delay with payment until the whole unsettled amount and the contractual penalty according to these TaC is credited to BF's bank account specified on each issued invoice and/or specified in the Partial Contract and/or specified by e-mail from the Finance Department Contact of BF.

5. Responsibility, limitation of liability

1. The Client warrants that the Ads Content submitted by the Client by means of the Platform complies with these TaC and all applicable laws, codes and the best practices of online advertising. All ads managed by means of the Platform must be fully compatible with the Facebook Terms and especially the Facebook Ads Guide. The Client is obliged to acknowledge such terms and guidelines.

2. The Client is responsible for damage arising from publishing of any and all advertisements, its content or communication to BF or to any and all third parties.
3. The Client undertakes not to use the Service for unlawful purposes or against the Facebook Terms. The client also undertakes to comply with BF's reasonable directions and requests related to the Service. In the case the Client grants its subcontractor(s) and/or end-customer(s) an access to the Service, such subcontractor(s) and/or end-customer(s) shall be considered equivalent to the Client for the purposes of these TaC and the Client shall be responsible for the actions and omissions of such subcontractor(s) and/or end-customer(s) as well as their compliance with these TaC.
4. BF endeavours to make commercially reasonable efforts to provide that the Service is available for use on 24/7 basis excluding temporary maintenance, updating or repair breaks. BF does not assume any liability for usage interruptions or breaks, but it endeavours to inform the Client of the breaks whenever reasonably possible. BF does not warrant that the Service will be uninterrupted or error-free. However, BF agrees to use commercially reasonable efforts to be at the Client's disposal in order to support the Client and to correct any material error or deficiency in the Service.
5. The warranty does not cover errors or deficiencies attributable to one of or a combination of (a) changes to the Service made by the Client which have not been approved by BF in writing; (b) use of the Service contrary to these TaC, or use of the Service contrary to the written instructions given by BF; (c) use of the service contrary to the Facebook Terms; (d) disturbances and/or interruptions in the Service due to data network; (e) any and all services and/or products not supplied by BF; (f) other similar reason outside of the Service.
6. The Client acknowledges that the use of the Service is dependent on the Facebook on which the Client's advertising campaigns are carried out and that the actions of the Client and any and all third-party data providers may also affect the use of the Service. BF does not accept any liability for the operation and function of any and all third-party products and services or actions or omissions of any and all third parties including but not limited to

the third-party data providers, the Client or the Facebook or any and all third parties who operate on the Facebook.

7. BF is not liable for any delay in performance of its obligations under these TaC caused by circumstances that were not reasonably foreseeable by BF at the time of the acceptance of the Sales Order Form by BF and the effects which could not reasonably be avoided or overcome, including but not limited to reduced or disrupted access to the Facebook, disruption or delay in external networks or Internet connections or shortage in power supply. BF is not in any case liable to the Client for any lost profits or other consequential, special, indirect, or incidental damage arising out of or in connection with these TaC or use of the Platform or use of the Service or combination thereof, even if the Client has not been notified of the possibility of such damage, and regardless of the legal theory on which any such damage may be based.
8. BF is not liable for any errors, costs, loss and disclosure of or related to the Ads Content or other information or data not being transferred to or published on the Facebook or caused by a malfunction in a transfer facility.
9. The Client is responsible for fulfilling of requirements of the Personal Data processing towards persons targeted by the Service of the Client. The Parties use the Personal Data to target the Service provided by BF to the Client. The Client is solely responsible for any breach or damage arising from the Personal Data processing of persons targeted by the Service.
10. To the extent allowed by law, BF does not have any other responsibility or liability for the Service. The Service is provided "as is" and "as available" and BF expressly disclaims all other express or implied warranties, including but not limited to the warranties of merchantability, non-infringement, correctness and fitness for a particular purpose.
11. BF's total aggregate liability under these TaC may not in any calendar year starting from the day the Client started using the Service exceed an amount equal to the aggregate amount of fees received by BF from the Client under these TaC during the twelve (12) months preceding the event giving rise to such liability.

6. Protection of information, confidentiality

1. In fulfilling the obligation resulting from the Partial Contract between the Client and BF may occur the exchange of information that is considered confidential. Confidential information includes, but is not limited to, all information provided between the Parties which is subject to business secrets according to Sec. 504 of Act No. 89/2012 Coll., The Civil Code.
2. The Parties consider (i) the information referred to in Section 6, Par. 1; (ii) all the information that becomes known to the Parties in negotiating the conclusion of the Partial Contract; (iii) all the information that becomes known to the Parties in provision of the Service and in connection therewith; as confidential. The Parties undertake to preserve confidentiality even after termination of the contractual relationship between the Parties. The Parties are not entitled to disclose any and all such information to any and all third parties without the prior written consent of the other Party and are obliged to protect them from disclosure or communication to any and all third parties in any manner whatsoever.

An exception to this obligation is:

- a. the obligation to disclose information and data if so provided by applicable law (even in such a case a Party is required to ensure that information and data are only communicated to the necessary extent);
 - b. provision of information and data to the Affiliate. The Affiliate and persons acting on behalf of the Affiliate are obliged to preserve the confidentiality of the information to the same extent as the Parties.
3. Notwithstanding the confidentiality provisions, BF may collect, analyse and use aggregated, deidentified technical data and related information from the Client's account (such as product or feature usage, device metrics/metadata etc.) to facilitate market research and analysis, quality control, product development/improvement and to provide support and maintenance services. BF may use and/or store such data and information and material derived from such information. In addition, BF may disclose

such data and information and material derived from such information, as long as it is in a form that does not identify or is not attributable to any individual or company.

4. Each Party shall promptly upon termination of the Service (or when the Party no longer needs the material or information in question for the purposes of the Service) cease using confidential material and information received from the other party and, unless the parties separately agree on destruction of such material, return the material in question (including all copies thereof). Each Party shall, however, be entitled to retain the copies required by law or regulations and BF may use information in the connection with the clause 5.3.
5. The confidentiality and non-use obligations set out herein will remain in force for five (5) years from the disclosure of each respective confidential material and/or information.
6. If any Party verifiably breaches the obligation under Section 6, Par. 2 and/or Section 6, Par. 4, the other Party is entitled to claim payment of a contractual penalty of 100.000, CZK (in words: one hundred thousand Czech Crowns) for each breach of such obligation. The obligated Party is obliged to pay the contractual penalty within 15 days of receipt of a written request for payment of the contractual penalty. The payment of a contractual penalty does not affect the right of the eligible Party to compensations for damages.

7. Establishment and termination of a contractual relationship

1. The Partial Contract is based on the Client's written Sales Order Form signed by the Client and delivered to BF with specific terms and conditions for the provision of the Service and accepted by BF. BF's acceptance which contains a disagreement with any of the conditions listed in the Sales Order Form and/or a draft of different terms and conditions shall not be considered as acceptance but shall be considered as a new proposal.
2. The Parties agree that the delivery of the Sales Order Form and the acceptance may also be effected by e-mail. Such e-mail contains a scanned document signed by an authorized representative of the Party. The Client is

obliged to send the signed Sales Order Form in written form to BF's registered seat within 3 days of the delivery of the acceptance of the Sales Order Form by BF, unless the Parties agree otherwise. In case the Partial Contract does not take place in the above-mentioned manner, the Parties agree that the Partial Contract is created tacitly on the date of the first provision of the Service by BF under the terms and conditions stated in the Sales Order Form sent by BF to the Client or reversely and these TaC. In case the Client does not send the signed Sales Order Form within 3 days of delivery of the e-mail, BF is entitled to terminate the Partial Contract immediately and without notice.

3. The Partial Contract may be also terminated by:
 - a. the withdrawal of the Party if the other Party seriously infringes its obligation under these TaC or the Partial Contract (in the sense of Sec. 2002 of Act No. 89/2012 Sb., the Civil Code), the other Party is declared bankrupt or enters into liquidation. The withdrawal must be in writing. All the Client's outstanding debts to BF are due on the first working day following the delivery of the withdrawal to the Client if BF does not specify a later date.
 - b. the termination notice of the Party, even the termination notice of the Party without stating any cause, coming with a 2 months' notice period starting on the first day of the month following the delivery of the notice. The Client is obliged to pay BF the remuneration for the Service provided until the expiration of the notice period.
 - c. the bilateral agreement of the Parties.
4. Upon termination with any cause, no paid fees will be returned by BF, and the Client is obliged to pay the fees past due at the effective date of such termination. In case the agreed fees are not fully paid or the obligations set out herein are not otherwise followed by the Client, BF has rights as defined in Section 4, Par. 9.

8. Arbitration clause

1. The Parties herein agree, as enabled by the Act No. 216/1994 Coll., that any and all property disputes, which may arise in the future out of the relationship between the Parties, the Partial Contract and these TaC in terms of reason and amount and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic (the Arbitration Court) by one arbitrator appointed by the President of the Arbitration Court.

9. Final provisions

1. In case of any provision of these TaC to be or become obsolete, ineffective or invalid, it shall not result in nullity or ineffectiveness of these TaC as a whole.
2. Headings in these TaC are for convenience of reference only and shall in no way affect interpretation of any and rights and/or any and all obligations in relationship between the Parties.
3. Neither party may assign its rights and obligations arisen from the contractual relationship between the Parties without other party's prior written consent. Parties are, however, entitled to assign its rights and obligations arisen from the contractual relationship between the Parties in whole or in part to the Affiliate, and in the connection with merger or acquisition process including but not limited to a transfer of business or any other corporate transaction or restructuring.
4. Neither Party is liable to the other Party for any failure to perform any of its obligations (except payment obligations) under the relationship between the Parties during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, terrorism, or the intervention of any governmental authority (the Force Majeure). In such event, however, the delayed Party must promptly provide the other Party with written notice of the proved Force Majeure. The delayed Party's time for performance will be excused for the duration of the Force Majeure.

5. The Client agrees and acknowledges that the title and all intellectual property rights in and to the Service and any and all data, documentation, images and BF's software related thereto are owned and remain vested in BF or a third party (such as BF's partner). No intellectual property rights shall be transferred pursuant these TaC.
6. In case the Client comments the Service or provides suggestions for improving the Service, the Client agrees that all such comments, suggestions and ideas thereof are fully assigned to BF and hence BF owns all rights to use and incorporate them into the Service.
7. Rights and obligations not covered by these TaC follow the Act No. 89/2012 Coll., Civil Code, the Act No. 40/1995 Coll., on Advertising Regulation as amended. The TaC, as well as the Partial Contracts, are governed by the law of the Czech Republic, excluding conflict in standards that would after to the use of foreign law. In the event of any dispute between the Parties arising out of these TaC and/or the Partial Contract, the Parties undertake to make the greatest possible effort that may be required to reach an amicable settlement by agreement of the Parties.
8. All changes and amendments to the Partial Contract are made in a written form, unless the Parties agree otherwise. The Parties declare that their mutual communication shall take place through authorized persons and/or elected representatives. Concrete persons shall be designated in the Partial Contract. The Parties agree that the communication shall also take place electronically, by electronic mail to the addresses of the authorized persons and/or the elected representatives designated in the Partial Contract. Documents in electronic form can be delivered by e-mail.
9. These TaC shall become valid and effective on 01. 02. 2019 and its wording is available on the public part of BF's website (<https://www.arbitreo.com/terms-and-conditions>).