**GENERAL TERMS AND CONDITIONS**

**MultiAppsFactory Kft., operator of an online radio media content aggregator service on the https://myonlineradio.cz website (hereinafter referred to as “Website”)** and its MyOnlineRadio - CZ iOS, MyOnlineRadio - CZ Android and television applications (hereinafter referred to as “Application”), **informs the radio media content providers featured via the hyperlink embedded in the Website about their rights and obligations in these General Terms and Conditions (hereinafter referred to as “GTC”).**

1. **GENERAL PROVISIONS**

**MultiAppsFactory Kft.** (registered seat: H-1024 Budapest, Margit körút 57. 2. em. 5.; tax number: 26278823-2-41, company registration number: 01-09-357239, hereinafter referred to as **“Service Provider”** “We”) provides users with a single point of access to online radio media content services offered in the Hyperlink Directory designed at its own discretion on the Website by displaying hyperlinks embedded in the Website (embedded hyperlink) to publicly available online streaming services of radio media content providers (hereinafter referred to as **“Radio Media Content Aggregator Service”**).

In connection with the Radio Media Content Aggregator Service, the Service Provider shall provide online radio media content providers (hereinafter referred to as “Online Radio Stations”) with the following services under a service contract:

* it publishes a hyperlink embedded in the Website at the initiative of the Online Radio Stations in order to direct users to the Online Radio Station’s website (hereinafter referred to as **“Hyperlink Publication Service”**);
* it promotes the Online Radio Station ordering the service by placing a hyperlink embedded in the Website to the publicly available online streaming service in a prominent position (hereinafter referred to as **“Prominent Position Service”);**
* The Online Radio Stations may, in an Individual Service Contract, authorise the Service Provider to use the publicly available Online Radio Media Content in a specified manner to create a premium package subscription scheme, in return for which the Service Provider shall receive a specified proportion of the subscription revenue attributable to the Online Radio Station **(hereinafter referred to as “Premium Partner Service”).**

(The Hyperlink Publication Service, the Prominent Position Service and the Premium Partner Service hereinafter collectively referred to as **“Service”).**

1. **PURPOSE OF THE GTC**

The purpose of these GTC is to regulate, in a general manner and within the framework of the law, the legal relationship between the Online Radio Stations using the Services available on the Website and the Service Provider.

In the absence of an individually concluded service contract (hereinafter referred to as “Individual Service Contract”), the service contract between the Service Provider and the Online Radio Station shall be governed by the provisions of these GTC (hereinafter referred to as “Service Contract”). Any matters not covered by these GTC shall be governed by the laws in force in Hungary.

1. **THE SERVICE CONTRACT**

The Service Contract is a contract between the Service Provider and an Online Radio Station for a limited period of time under these GTC for the use of the Hyperlink Publication Service, the Premium Partner Service or the Prominent Position Service.

In case of any discrepancy between the provisions of the Individual Service Contract and the GTC, the provisions of the Individual Service Contract shall prevail.

Any statement by the Online Radio Station that excludes the application of the GTC shall be void. The Parties may specify in the Service Contract the provisions of the GTC which they do not apply or which they apply with different content in their legal relationship. If the Online Radio Station wishes to apply to the legal relationship of the Parties the general terms and conditions that it has itself established, the Parties must agree on this in writing. Even in this case, the Online Radio Station’s own general terms and conditions shall apply only to the extent that they do not conflict with the provisions of these GTC.

1. **WHAT IS CONTAINED IN THE GENERAL TERMS AND CONDITIONS?**

These General Terms and Conditions (hereinbefore and hereinafter referred to as “GTC”) define in a general manner the material content of the service contract between the Online Radio Station and the Service Provider (hereinafter referred to as “Contract”), such as

* the Service Provider’s most important data and contact details,
* the description of the Service, its basic terms and conditions,
* the rights and obligations of the Online Radio Station and the Service Provider,
* information on the use of the Service (ordering process, form and procedure of contract conclusion, correction of data entry errors, binding offers, confirmation, etc.)
* provisions on the deadlines for performance,
* copyright provisions,
* the use of trademarks necessary to provide the Service,
* the liability rules,
* the payment terms,
* the legal remedies available to Online Radio Station and the conditions for exercising them.
1. **DEFINITIONS**

***Service:*** the Hyperlink Publication Service, the Prominent Position Service and the Premium Partner Service together;

***Service Provider:*** MultiAppsFactory Kft. providing the Service on the https://myonlineradio.cz website;

***Media Content:*** the content offered in all media services and by media products;

***Media Content Provider:*** the media service provider or the provider of any media content;

***Commercial Communication:*** media content that is intended to promote, directly or indirectly, the goods, services or image of a natural or legal person engaged in commercial activities. Such content accompanies or is included in media content or user-generated videos for payment or similar consideration, or for self-promotional purposes. Forms of commercial communication include, but are not limited to, advertising, display of the sponsor’s name, trademark, image or product, television advertising and product placement;

***Advertising:*** any communication, information or representation which is intended to promote the sale or any other use of a marketable movable tangible property—including money, securities and financial instruments, and natural resources which can be used as property—, services, immovable property or property rights, or, in connection with this purpose, to promote the name, designation or activity of an undertaking or to increase the recognition of goods or indications;

***Editorial Choice:*** adecision taken on a regular basis in the exercise of editorial responsibility, relating to the day-to-day operation of a media service, such as the choice and composition of the content of the media service;

***Media Service:*** an autonomous economic service, as defined in Articles 56 and 57 of theTreaty on the Functioning of the European Union, provided on a commercial basis—on a regular basis and for profit and at an economic risk—, the principal purpose of which, or a separable part of which, is the provision to the public, by means of an electronic communications network, of programmes within the editorial responsibility of a media service provider for information, entertainment or education purposes;

***On-Demand Media Service:*** a media service in which the user can watch or listen to programmes at a time of their choice on the basis of a programme catalogue compiled by the media service provider, on the basis of an individual request;

***Linear Media Services:*** amedia service provided by the media service provider that allows simultaneous viewing or listening to programmes in a programme schedule;

***Online Radio Station:*** a radio media service provider that makes publicly available on-demand or linear (streaming) media services accessible to anyone on the Internet, without appropriate technical protection measures;

***Simulcasting*:** the simultaneous online radio media service published on the Internet without any changes by a radio media service provider using a media service right, by using terrestrial frequencies;

***Webcasting:*** an online radio media service available exclusively on the Internet in a web-based environment;

***Hyperlink:*** an HTML instruction that allows the User to jump from one place to another on the Internet by clicking on the highlighted section without copying the linked content.

***Embedded Hyperlink:*** a hyperlink technique whereby an element of an external website (image, video or audio) is displayed as an edited element of the website without a click, upon loading the page;

***Hyperlink Directory:*** the set of hyperlinks placed on the Website;

***User:*** a visitor to the Website who uses the services, who may be an individual considered as a Consumer, as well as a legal person or an undertaking without a legal personality that is not considered as a Consumer.

***Consumer:*** a natural person who is considered as a consumer as defined in the Civil Code (a natural person acting outside the scope of their profession, self-employment or business activity), who buys, orders, receives, uses, makes use of or is the recipient of commercial communications or offers relating to goods;

***Undertaking:*** a person acting in the course of their profession, self-employment or business activity pursuant to Section 8:1(4) of the Civil Code;

***Parties:*** the Service Provider and the User together;

***Consumer Contract:*** a contract where one of the parties is considered as a Consumer;

***Contract:*** a contract between the Service Provider and the User containing the elements of a sales contract for the purchase of Products and a service contract for the provision of the Digital Content Service;

***Contract Between Remote Parties:*** a consumer contract concluded without the simultaneous physical presence of the parties in the context of a distance sales system organised for the supply of the goods or services covered by the contract, where the parties exclusively use a means of distance communication for the conclusion of the contract;

***Website:*** the electronic platform operated by the Service Provider under the https://myonlineradio.cz domain name, on which the Service is available;

***Mobile Application:*** The MyOnlineRadio - CZ Android mobile app available on Google Play and MyOnlineRadio - CZ mobile app available on the App Store, on which the Contract is concluded and the Basic Service and the Premium Service can be used;

***Online Platform:*** the Website and the Mobile Application together, on which the Contract is concluded and the Basic Service and the Premium Service can be used;

***Fee/Price:*** the consideration payable for the Service;

***Basic Services:*** services provided by the Service Provider to visitors in the course of the Radio Media Content Aggregator Service without any obligation to pay a fee;

***Premium Service(s):*** the version of the Service Provider’s Online Radio Media Content Aggregator Serviceoffered to users with a subscription (hereinafter referred to as “Users”) for a fee, providing a premium user experience, which allows Users to use the publicly available Online Radio Media Content in a specific way and to benefit from additional technical features; the Premium Web Service and the Premium Mobile Service together;

***Online Radio Media Content Aggregator Service:*** The Service Provider’s online media content aggregator service, which provides users with a single point of access on the Website to online radio media content services on offer in the Hyperlink Directory designed at its own discretion by displaying hyperlinks embedded in the Website (embedded hyperlink) to publicly available online streaming services of radio media content providers.

***Intermediation Services:*** one of the following services:

-***“simple transmission”:*** a service consisting of the transmission of information sent by a recipient of a service over a communications network or the provision of access to a communications network;

-***“caching”:*** a service consisting of the transmission of information sent by a recipient of a service over a communications network, with automatic, interim and temporary storage of the information, for the sole purpose of making the subsequent transmission of the information to other recipients of the service more efficient at their request;

***-“hosting service”:*** a service consisting of the storage of information sent by the recipient of the service and stored at the request of the recipient of the service.

***Content Moderation*** any action by an intermediary service provider to detect, identify and address unlawful content or information sent by a recipient of the service which is incompatible with the terms of the contract, including measures affecting the availability, visibility and accessibility of such unlawful content or information, such as blocking, disabling, removal or measures affecting the recipient’s ability to communicate information, such as terminating or suspending their account.

1. **RELEVANT LEGISLATION**

The Contract shall be governed by Hungarian law. For more information about your rights, consult the below legislation applicable to the Contract:

* Act LXXVI of 1999 on Copyright (Copyright Act),
* Directive 2001/29/EC of the European Parliament and of the Council of 22 May 2001 on the harmonisation of certain aspects of copyright and related rights in the information society (Infosoc Directive), Act CVIII of 2001 on Electronic Commerce Services and on Certain Aspects of Information Society Services (E-Commerce Act),
* Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information (Privacy Act),
* REGULATION (EU) No 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Regulation (EC) No 95/46/EC (GDPR, General Data Protection Regulation),
* Act CIV of 2010 on Freedom of the Press and on the Basic Rules Relating to Media Content (Press and Media Act),
* Act CLVVVVV of 2010 on Media Services and Mass Communications (Media Services Act),
* Act XLVIII of 2008 on Essential Conditions of and Certain Limitations to Business Advertising Activity (Advertising Act)
* Act XI of 1997 on the Protection of Trade Marks and Geographical Indications (Trade Marks Act)
* Act V of 2013 on the Civil Code,
* REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on the Digital Single Market (Digital Services Act) and amending Directive 2000/31/EC (DSA).
1. **IDENTIFICATION OF THE PARTIES**

The Service Contract under these GTC is concluded between the Service Provider and the Online Radio Station.

**Name of the Service Provider, details of the single point of contact**

company name: MultiAppsFactory Korlátolt Felelősségű Társaság

abbreviated company name: MultiAppsFactory Kft.

registered seat: H-1024 Budapest, Margit körút 57. 2. em. 5.

represented by: SZABÓ Attila, Managing Director

tax number: 26278823-2-41

company registration number: 01-09-357239

registering company registry court: Company Registry Court of Budapest-Capital Regional Court

email address: info@multiappsfactory.hu

The language used for communication with the single point of contact is Hungarian.

**Definition of Online Radio Station:**

a radio media service provider who publicly provides on-demand or linear (streaming) media services accessible to anyone, on the Internet, in simulcasting or webcasting form, without appropriate technical protection measures, and who orders the provision of the Services under these GTC from the Service Provider.

1. **THE SERVICE PROVIDER’S RADIO MEDIA CONTENT AGGREGATOR SERVICE**

The Service Provider’s Radio Media Content Aggregator Service broadens the market for radio content and is able to increase demand for radio content by making it much easier for Users to find radio streaming content from the Online Radio Stations.

The specific advantage of the Radio Content Aggregator Service is that Internet radio is not affected by the technical limitations of traditional radio, and there are no capacity (frequency) limitations and noise problems affecting the media service as with traditional signal transmission techniques.

The online audio streaming content available on the websites of the Online Radio Stations appear in the Service Provider’s Hyperlink Directory—through which more than 100 online radio streaming platforms can be accessed from a single location—, edited into the https://myonlineradio.cz website, without a click, as the page loads.

In the case of the Basic Service, the radio streaming content of the Online Radio Stations shall not be copied to the Service Provider’s server, but shall be available directly from the websites of the Online Radio Stations.

The Basic Service only contains hyperlinks to Online Radio Stations that are public on the Internet and freely available to anyone without restriction, with the authorisation of the copyright holder, and therefore does not constitute communication to the public. The Service Provider does not include in its Hyperlink Directory any links to Online Radio Stations that have taken measures to protect against hyperlinking.

MyOnlineRadio.cz is not a media service provider, its Radio Media Content Aggregator Service only redirects Users to the public streaming services of specific radio media content providers. Therefore, MyOnlineRadio.cz acts as an intermediary between the Users and the Online Radio Stations by connecting the Users with the Online Radio Stations through embedded hyperlinks.

The Service Provider does not assume any responsibility for the radio streaming media content of the Online Radio Stations, given that it has no control over their design and does not make any editorial decisions.

MyOnlineRadio.cz’s Service respects the copyright and related rights of the Online Radio Stations, and its Service is developed in accordance with the applicable laws. The Service Provider shall use the intellectual property (trademarks or copyright or related rights) of the Online Radio Stations solely on the basis of the Service Contract and to the extent provided therein.

The Service Provider’s Radio Media Content Aggregator Service is available on the Website and in its MyOnlineRadio - CZ iOS and MyOnlineRadio - CZ Android mobile apps, television apps.

The Service Provider’s Radio Media Content Aggregator Service provides access to both streaming and archive broadcasts, depending on the content made publicly available by the Online Radio Station on its own server.

1. **DESCRIPTION OF EACH SERVICE**
	1. **HYPERLINK PUBLICATION SERVICE**

**The Service Provider may also publish the hyperlink of the Online Radio Station at the initiative of the Online Radio Station, provided that the Online Radio Station complies with the following conditions:**

* the Online Radio has a stable online audience of at least 40 listeners during prime time, which can be verified on the server status page, to which access shall be provided by the Online Radio Station,
* in the absence of 40 online listeners during prime time, the Service Provider may make an exception for Online Radio Stations with daily live programming, frequency or unique content offerings,
* the Online Radio Station has the appropriate authorisation to provide media content (in the case of terrestrial radio media service providers, the possibility of simulcasting is included in the media service administrative contract with the Media Council of the National Media and Infocommunications Authority (NMHH) or, in the case of webcasting, the activity is registered by the Media Council of the NMHH),
* the Online Radio Station has fulfilled its obligation to pay performers’ and authors’ royalties to the collective societies (Artisjus, MAHASZ),
* displaying the Service Provider’s logo (trademark) on the Online Radio Station’s website (in the footer or in the partners section).

If the Online Radio Station complies with the above conditions and the Service Provider decides to conclude a Service Contract under these GTC, the Service Provider undertakes to publish the embedded hyperlink of the Online Radio Station in position 40 of the Hyperlink Directory for a maximum of 30 days. At the end of the 30 days, the embedded hyperlink to the Online Radio Media Content shall be positioned according to its popularity on the Website.

* 1. **PROMINENT POSITION SERVICE**

**Conditions for using the Prominent Position Service**

If the Online Radio Station does not comply with any of the conditions of the Hyperlink Publication Service, the Service Provider may decide to publish the hyperlink of the Online Radio Station in a prominent position in the Hyperlink Directory for 30 days, up to the 30th rank, in return for a publication fee published on the Website or determined individually.

Even during the term of the Hyperlink Publication Service, the Online Radio Station may choose to order the Prominent Position Service from the Service Provider, which provides a higher ranking than the Hyperlink Publication Service.

The current fees for certain prominent positions are published by the Service Provider on the Website. The Service Provider shall determine the terms and conditions for the prominent position that are not published on the Website on an individual basis.

The Prominent Position Service can be ordered using the form published on the Website or by email.

The detailed terms and conditions of the Prominent Position Service shall be set out in an Individual Service Contract.

The Service Provider shall issue an invoice for the fee based on the selected prominent position, after payment of which (starting from the day following the receipt of the payment) the Service Provider shall place the Online Radio Station in the ordered prominent position in the Hyperlink Directory for 30 days.

* 1. **PREMIUM PARTNER SERVICE**

**Description of the Premium Partner Service**

The Online Radio Stations may, in an Individual Service Contract, authorise the Service Provider to use the publicly available Online Radio Media Content in a specified manner to create Premium Services, in return for which the Service Provider shall receive a specified proportion of the subscription revenue attributable to the Online Radio Station **(hereinafter referred to as “Premium Partner Service”).**

Certain additional content and features do not involve the use of the Online Radio Media Content in the copyright sense; they are merely included in the offer of the Premium Services by reason of the Service Provider’s development and additional service.

Within the framework of the Premium Services, the Service Provider may provide the following additional services to Users, for example, but not limited to:

* granting the User the right to record the Radio Streaming, through the Service Provider’s own server, in the case of Online Radio Media Content where the Online Radio Station has given its consent to this,
* recording for more than 15 minutes, in the case of Online Radio Media Content where the Online Radio has given its consent to this,
* an advertising-free interface,
* unlimited song recognition,
* subscription on the web and in iOS and Android apps,
* unlimited lyrics display,
* remember last selected server function,
* faster page loading, a more ergonomic web interface,
* disabling recommendation boxes, Facebook boxes,

Some additional services may vary from one Online Radio Station to another.

The part of the Premium Partner Service that involves the simple transmission of the Online Radio Media Content shall be deemed as an intermediary service within the meaning of the DSA.

**Provisions concerning intellectual works**

The Parties agree in the Service Contract to individually license the use of the publicly available Online Radio Media Content necessary to provide the Premium Partner Service in a specified manner, as well as the use of additional online radio content and functions, subject to the revenue sharing provisions of these GTC.

By entering into the Service Contract, the Online Radio Station grants to the Service Provider a non-exclusive, royalty-free, sub-licensable, transferable, irrevocable licence, unrestricted in time and space, to make the Online Radio Media Content available on the Website or the Application and to broadcast or otherwise communicate it to the public (including where members of the public may choose individually the place and time of access). The Parties agree that pursuant to Section 26(5a) of the Copyright Act, the Service Provider qualifies as an organisation reaching the public that only provides the technical means of use, so the Online Radio Station is obliged to obtain licences for the use in respect of the Premium Service under the Service Contract.

By entering into the Service Contract, the Online Radio Stations also authorise the Service Provider to use their trademark or logo in the manner and to the extent necessary for the provision of the Basic Services and Premium Services and to display it on the Website or in the Application to identify the Online Radio Station’s programme.

**Provisions for the settlement of revenue sharing:**

The share of the subscription revenue associated with the Online Radio Station shall be allocated on the basis of the radio listening of Users with a subscription over monthly settlement periods.

**The method of settlement:**

The settlement is based on the Service Provider’s audience measurement, which is made available to the Online Radio Station by the 10th day following each reference month.

On the 10th day after the end of each reference month, the units are counted and the Service Provider’s statement shows the proportion of Users with a subscription who listened to the given Online Radio Station compared to the other Online Radio Stations in the subscription offer.

The Online Radio Stations are entitled to a revenue share of the aggregate subscription revenue in proportion to the percentage of their audience data during the reference month, as set out in the individual service contract.

The minimum payout amount is HUF 20,000 net. If this is not reached by the Online Radio Station in a given month, it shall be added to the amount of the revenue share for the following month.

If the Online Radio Station or the service contract between the Parties is terminated and the amount accumulated does not reach the minimum payment, the amount shall not be paid.

**In order to avoid any misunderstanding, the Service Provider states that the revenue share is based solely on the revenue generated by the subscription, excluding the revenue generated by advertisements published on the Website and other revenue of the Service Provider.**

The Online Radio Station also has the option to convert its revenue share into an extra prominent position as follows.

**Rules for the settlement of a prominent position in the list**

The net amount calculated from the subscription on the basis of the percentage of audience can be converted to points which can be used for additional prominent positions and other extra functions published on the Website. The range of extra functions may be extended in the future.

The detailed rules for the settlement of a prominent position in the list shall be set out in the Individual Service Contract between the Parties.

**The detailed rules of revenue sharing shall be further defined by the Parties in the Individual Service Contract.**

1. **PROVISIONS RELATING TO THE CONTENT PROVIDED BY THE ONLINE RADIO STATION**

The Online Radio Station declares that the embedded hyperlink requested by it on the Website points to on-demand or streaming radio media content that it is licensed to provide and that it has the appropriate copyright authorisation (legitimate content) to use the content it publishes, i.e. it has obtained the right to use the content from the copyright holder directly or through a collective society.

The Online Radio Station grants the Service Provider worldwide licence to display the content on the Website (including, without limitation, to disclose, reproduce, transfer, publish or distribute the content), without limitation in terms of territory or manner, for the period specified in the Individual Service Contract.

Except for the Premium Partner Service, the Online Radio Station expressly waives its claim for royalties in view of the fact that the publication of the Online Radio Station in the Hyperlink Directory in connection with the Service Provider’s Online Radio Media Content Aggregator service does not constitute communication or other use for copyright purposes, and the publication was requested by the Online Radio Station for the purpose of promoting the Online Radio Station and expanding its listener (user) base.

The Service Provider may, within the limits of the Contract and these GTC, decide at its own discretion on the use of the content, and may display it in its applications and interfaces.

1. **PUBLICATION OF CONTENT, PROVISIONS RELATING TO CONTENT MODERATION**

The Service Provider undertakes to make the Online Radio Media Content specified in the Service Contract and the additional media content and functions necessary for the development of the Premium Service (hereinbefore and hereinafter referred to as “Online Radio Media Content”) available on the Website in the form of an embedded hyperlink.

The Service Provider has the right to refuse to make the Online Radio Station available in its Hyperlink Directory or to remove a hyperlink to Online Radio Media Content already made available from the Website at any time without giving any reason.

In particular, but not exclusively, the Service Provider shall refuse to make the Online Radio Media Content available in the Hyperlink Directory and shall remove the Online Radio Media Content already made available if:

a) it violates the law, in particular in accordance with the provisions of Act XLVIII of 2008 Essential Conditions of and Certain Limitations to Business Advertising Activity (Advertising Act); Act CIV of 2010 on Freedom of the Press and on the Basic Rules Relating to Media Content (Press and Media Act); Act CLXXXV of 2010 on Media Services and Mass Communications (Media Services Act); Act V of 2013 on the Civil Code (Civil Code) and Act LXXVI of 1999 on Copyright (Copyright Act);

b) it is not in keeping with the Website operated by the Service Provider, the image of the Website or is in breach of ethical standards;

c) it manifestly infringes an intellectual property right;

d) it contains defamatory statements, pornographic, racist or xenophobic material, hate speech, incitement to violence or disorder, or references or promotes such content;

e) the NMHH or another competent authority objects to it, either formally or informally;

f) it violates any provision of these GTC,

g) it jeopardises the Service Provider’s business reputation, brand or the image that has been or is intended to be created of the website, or its publication threatens to adversely alter these.

The Service Provider is under no obligation to verify the adequacy or accuracy of the Online Radio Media Content and is under no obligation to verify the content published on the Website from a legal point of view. Accordingly, the Service Provider shall not monitor the information transferred or stored, nor shall it actively seek to discover facts or circumstances indicating illegal activity, nor shall it use algorithms that perform such activities.

If the Service Provider discovers—either before or after the making available—that the Online Radio Media Content violates any provision of the GTC, it shall be entitled to refuse the making available in its Hyperlink Directory, to suspend the performance of the already ordered making available with immediate effect and without any liability for damages, and to remove the Hyperlink to the problematic Online Radio Media Content from the Website, or to terminate the Service Contract with immediate effect.

The Service Provider reserves the right to refuse to make the Online Radio Media Content available in the Hyperlink Directory without giving any reason, in which case the Service Provider shall not be liable for any compensation.

The Service Provider assumes no responsibility if the Online Radio Media Content is unavailable or incorrectly displayed on the Website for technical or other reasons beyond its control. In such a case, the Online Radio Station shall not be entitled to any compensation or damages. Such cases shall be considered by the Parties as force majeure situations, with the Service Provider taking all necessary measures to restore the operation of the Website as soon as possible.

The Service Provider is entitled to make all decisions related to the operation of the Website. The Online Radio Station acknowledges that it may not make any claims against the Service Provider in relation to the visual and textual environment of the Website.

Providers shall publish, at least once a year, by 1 March of the year following the reference year, a clear, easily understandable and detailed report on the content moderation carried out during that period.

The operation of recommendation systems

The Service Provider operates a system on the Website to recommend to Users Online Radio Media Content similar to the Online Radio Media Content that they are currently listening to or previously marked as favourite.

1. **CONCLUSION OF THE SERVICE CONTRACT**

The conclusion of a Service Contract may be initiated by either Party.

The Online Radio Station may also initiate the conclusion of a Service Contract **for the Hyperlink Publication Service** by completing the registration form on the Website.

To apply to the Hyperlink Directory, a form must be completed with a description of the Online Radio Station in at least 400 characters, with the following mandatory content:

* when the radio station started,
* who founded it,
* where it can be received,
* which age group is the target audience,
* what the musical palette of radio is,
* what programmes can be heard on it,
* other information deemed useful by the Online Radio Station.

When submitting the form on the Website, the Online Radio Station must declare that it accepts to be bound by the application of these GTC by ticking the checkbox.

The Service Provider shall then send a confirmation to the Online Radio Station within 15 days regarding the feasibility of the Hyperlink Publication Service.

The registration form is considered an offer under the Civil Code, which, if accepted, shall lead to the conclusion of a service contract under these GTC with the confirmation returned by the Service Provider.

The Hyperlink Publication Service is provided by the Service Provider free of charge.

The Online Radio Station is bound by the offer for a period of 15 days; if no confirmation is received within this period, the Online Radio Station’s offer shall cease to be binding.

If the Service Provider communicates specific terms and conditions to the Online Radio Station instead of confirming the registration, this shall be considered as a repeat offer to which the Service Provider is bound for 15 days.

If the Online Radio accepts the terms and conditions, the contract shall enter into force with effect from the day following the confirmation.

In case of **ordering the Prominent Position Service**, the Service Provider shall inform the Online Radio Station about the terms and conditions of the conclusion of the Individual Service Contract. If the terms and conditions are accepted, the Service Provider shall send a draft Service Contract to the Online Radio Station, which shall be signed electronically or on paper by hand by the Parties.

With respect to the **Premium Partner Service**, the Parties agree to enter into an Individual Service Contract, subject to the terms and conditions set forth in these GTC, specifying the additional services and functions and the use of intellectual property rights (trademarks, copyrights and related works).

**Duration of the Service Contract:**

The Service Contract for the Hyperlink Publication Service and the Prominent Position Service is for a period of 30 days.

With respect to the Premium Partner Service, the Individual Service Contract is concluded for an indefinite period of time, unless otherwise stated.

**Amendments to the Service Contract**

The Parties may amend or supplement the Service Contract at any time by mutual agreement.

In the absence of an Individual Service Contract, the amendment to the Service Contract is valid only if the User’s request for amendment sent by email has been confirmed by the Service Provider by email.

The amendment date shall be the date of confirmation by the Service Provider.

The Service Provider is entitled to unilaterally amend the provisions of these GTC, of which it shall inform Online Radio Station by email at least 30 (thirty) days prior to the entry into force of the amendment. If an amendment to the GTCs modifies the terms and conditions set out in the GTCs or the Service Contract to the detriment of the User, the User shall be entitled to terminate the Service Contract by giving notice by email to the Service Provider with effect from the date of entry into force of the amended GTCs, which notice must be received by the Service Provider no later than 15 days before the date of entry into force of the amendment. Late termination shall be deemed invalid.

**Termination of the Service Contract**

The Parties may terminate the Service Contract at any time by mutual agreement. The other party may terminate the Service Contract with immediate effect due to a serious breach of contract by either party. Serious breach of contract shall be deemed to be, in particular, breach of the obligation of cooperation, communication of obstacles and confidentiality, or if, in the event of breach of contract by the user, the service provider fails to bring the situation into conformity with the contract within 5 (five) days of the notification, despite a written request sent by email.

No termination with immediate effect may be applied against the Online Radio Station or the Service Provider if the delay, defective performance or failure is the result of force majeure. For the purposes of this clause, force majeure refers to cases which occur outside the control of the Party and unforeseeable at the time of the conclusion of the contract (in particular, strikes, war or revolution, fire, flood, epidemic, quarantine restrictions or an external cause beyond control related to the operation of the Internet, e.g. hacker attack, system or program failure, etc.). Force majeure must be directly related to the activity of the party claiming it and to the breach of contract that occurred. A party may claim force majeure only if it notifies the other party by email of the fact, cause and probable duration of the force majeure. Any cancellation or termination communicated otherwise than in accordance with the above shall be deemed unlawful and shall be subject to the legal consequences set out in these GTC and in the legislation. It shall also be deemed to be an unlawful termination if either party, without having the right to do so, ceases to perform the Service Contract or makes performance impossible.

1. **LIABILITY RULES**

**Liability and limitations of liability of the Service Provider**

The Service Provider represents and warrants that it has the right to contract, acquire rights and assume obligations with respect to the Services set forth in the Service Contract.

The Service Provider agrees to make available an embedded hyperlink to the Online Radio Media Content of the Online Radio Station on the Website for the duration of the Contract, as set out in the Service Contract.

The Service Provider shall solely be responsible for the accuracy of the data and statements provided by it.

The Service Provider shall not be responsible for complying with the legal requirements applicable to the media service provider or the publisher of the media content when making the hyperlink to the Online Radio Media Content available on the Website.

The Service Provider shall not be liable for any damage caused to the Online Radio Station or any third party as a result of the deletion of the hyperlink of the Online Radio Station in accordance with the GTC.

The Service Provider shall make every effort to ensure the accuracy of the material on the Website and to avoid any confusion. The Service Provider shall not be liable for any direct (e.g. computer failure) or indirect (e.g. loss of profit) damages resulting from inaccurate information, confusion, unavailability of the site or any other event. The Service Provider shall not be liable for any event preventing performance due to the specific nature of the Internet (in particular, traffic, technical or other circumstances on the Internet network which are inherent to the operation of the Internet).

The Service Provider has no control over third-party websites and is not responsible for their content, accuracy or operation.

The Service Provider fully excludes any liability in connection with the Online Radio Media Content made available in its Online Radio Hyperlink Directory not complying or not fully complying with the applicable legislation.

The Service Provider shall not be liable for any direct or indirect damage caused in connection with the services, with the proviso that this limitation of liability provision shall not apply in the event of intentional breach of contract or breach of contract causing damage to life, physical integrity or health.

The Service Provider is not under any general obligation to monitor the information it transfers or stores or to actively seek to discover facts or circumstances indicating illegal activity.

**Responsibility of the Online Radio Station**

By initiating the conclusion of the Service Contract (by submitting the registration form), the Online Radio Station declares and warrants that it is entitled to enter into contracts, acquire rights and assume obligations in respect of the services set out in the contract.

The Online Radio Station further warrants that it shall only place hyperlinks to Online Radio Media Content on the Website which it or the legal entity it represents has the legal authorisation to provide, or in respect of which it has obtained the necessary authorisation from the proprietor, if the proprietor of the content is not the Online Radio Station itself.

The Online Radio Station shall be solely and without limitation responsible for the Online Radio Media Content, its authenticity and its compliance with the law (including, without limitation, any legal provisions relating to commercial advertising, copyright, related rights and the protection of personal rights).

The Online Radio Station shall be responsible for the content of the text, film, images and music appearing in the Online Radio Media Content, as well as for their technical design.

The Online Radio Station shall be responsible, liable and assumes legal warranty for the integrity of the Online Radio Media Content, i.e. that the copyright holders of the text, photographs, graphics, images, music, etc. used in the Online Radio Media Content have consented to the use of the respective recordings.

The Online Radio Station shall be solely responsible for the accuracy of the information and statements it provides.

The Online Radio Station shall be solely, unconditionally and without limitation liable for any indirect or direct damage or other claims made by any third party in connection with this clause.

If the Service Provider, as the operator of the Website, is condemned by a public authority or court in connection with the Service and the Online Radio Media Content, the Service Provider shall enforce all adverse legal consequences, in particular the total damage suffered by the Service Provider as a result of the condemnation, against the Online Radio Station or its joint and several obligors. The Online Radio Station shall be liable for any adverse legal consequences in connection with the Online Radio Media Content. Accordingly, the total amount of the pecuniary and non-pecuniary damage suffered by the Service Provider as a result of the infringement shall be transferred to the bank account specified by the Service Provider within 5 (five) working days of the Service Provider’s request.

1. **PROVISIONS RELATING TO INTELLECTUAL PROPERTY**

By entering into the Service Contract, the Online Radio Station grants the Service Provider, for a period aligned with the term of the Service Contract, a non-exclusive, royalty-free, sublicensable, transferable, worldwide licence to make the hyperlink to the Online Radio Media Content available on the Website and in its iOS, Android and television applications and to use the related intellectual property (including media content published for on-demand use, where members of the public can choose the place and time of access individually), provided that the User acknowledges that pursuant to Section 26(5a) of the Copyright Act the Service Provider qualifies as an organisation reaching the public that only provides the technical means of use, so the User shall be obliged to obtain rights of use for the use under the Service Contract.

By entering into the Service Contact, the Online Radio Station agrees that the Service Provider may display the trademark, logo, cover image or other designation of the Online Radio Station as the rightsholder on the Website or in the Mobile Application for the purpose of identifying the Online Radio Station’s Online Radio Media Content.

The copyright, trademark and other intellectual property rights in the material published on the Website by or on behalf of the Service Provider (e.g. texts, audio streams and images) are owned by the Service Provider or appear on the Website with the authorisation of the relevant copyright holder.

The Online Radio Station is entitled to record extracts from the content of the Website for private (i.e. non-commercial) use in accordance with the provisions of the Copyright Act. The exercise of this right is subject to the Online Radio Station’s obligation to keep intact and respect the intellectual property rights, including the copyright statement associated with each piece of content.

1. **NOTIFICATION AND REMOVAL PROCEDURE, REMOVAL OF INFRINGING CONTENT**

If the Online Radio Station or any rightsholder feels that the information made available by the Service Provider infringes their right to their copyrighted work, performance, sound recording, programme, audiovisual work, database protected by the Copyright Act and their exclusive right arising from trademark protection under the Trademark Act, the Service Provider shall be entitled to initiate the notification and removal procedure under Section 13 of the E-Commerce Act. In this context, it may request the Service Provider to remove the information (including the hyperlink) that infringes its rights by means of a notice in a private or public document with full probative value.

The notification must include:

*a)* indication of the subject-matter of the infringement and factual evidence showing the infringement,

*b)* the data necessary to identify the infringing information,

*c)* the name, address or registered seat, phone number and email address of the rightsholder.

The Parties shall consider as valid written communication a true copy of a private written document addressed to them or to a third party by them, as well as communication by electronic means, if the receipt of such communication is confirmed by the addressee by electronic means. In this case, the Parties shall acknowledge receipt of each other’s electronic communications.

The Service Provider shall, within 12 hours of receipt of the notification, and within 3 working days of written notification to the user providing the information infringing the rightsholder’s rights (hereinafter referred to as “user concerned”), take measures to deny access to the information specified in the notification or to remove the information, and shall indicate which information was removed on the basis of the notification of the rightsholder claiming infringement.

The Service Provider shall not be liable for the effective removal of or non-provision of access to the information concerned, provided that in removing or non-providing access to the information, the Service Provider has acted in good faith and in accordance with the provisions of the E-Commerce Act.

In other respects, the Parties shall use the provisions of the E-Commerce Act.

1. **COMMUNICATION**

**In their relations, the Parties** expressly agree that electronic mail (email) shall be the form of official communication between the Parties. The long-term storage of the information transferred is the responsibility of both parties. The Service Provider shall not be liable for any damages resulting from the change of the User’s email address or any other technical errors. The User shall notify the Service Provider of such changes / malfunctions without delay, if possible.

The Parties shall consider written communications sent by electronic means (email) to be regular written communications. In case of doubt, the burden of proving that the message was sent to the other party is on the sending party. Proof of sending the message can be provided by a confirmation of delivery in the case of email or by a reply to the email. Failing this, the email message shall be deemed to have been delivered within 48 (forty-eight) hours of its sending.

By including the email address(es) of the Online Radio Station on its website in a drop-down address list, the Service Provider allows the Users on the contact page on its Website to contact the Online Radio Station directly from the Service Provider’s interface.

The Service Provider shall ensure that a User may send a limited number of emails to the Online Radio Station during a given period of time and shall take appropriate technical measures to ensure that the email address is not used for spamming.

1. **OTHER PROVISIONS**

App store policies

The Website’s application for mobile devices can be downloaded from the Apple App Store or the Google Play app store. The Apple App Store Terms and Conditions are available via the link below:

http://www.apple.com/legal/internet-services/itunes/cs/terms.html#privacy

The terms and conditions for using the Google Play Store are available via the link below:

https://play. google.com/intl/cs\_cz/about/play-terms.html

The Service Provider has no control over the policies and operation of the Apple App Store and Google Play. The Service Provider shall not be liable for any changes to the above applications, which shall be the responsibility of the Online Radio Station to monitor.

Confidentiality

All data, facts or information concerning the other party’s financial management and administration, or all data which the parties have designated as confidential or equivalent, and all data which are in the legitimate business interest of the other party and which constitute trade secrets, which come to the knowledge of the parties in the course of the conclusion and performance of the Service Contract, shall be treated as confidential by the parties in accordance with the applicable laws.

The Parties undertake to treat all non-public data and information that they become aware of in connection with the activities of the other Party as trade secrets and confidential, and mutually acknowledge that they may disclose them to third parties only with the prior written consent of the other Party. The obligation of confidentiality does not apply to their own executive officers, members of the supervisory board, shareholders/members, as well as their financial manager, accountant, auditor, external advisors, financing credit institution and persons involved in the performance and control of the Service Contract. The obligation of confidentiality does not apply to use in judicial proceedings for civil claims arising from the contractual relationship and in other official proceedings (in this case, under an official order).

The above obligation of confidentiality shall apply during the term of the service relationship and after its termination for a period of 2 years from the date of termination.

The Parties stipulate that if either Party causes damage to the other Party by breaching the obligation of confidentiality, it shall compensate the other Party for such damage.

Data processing concerning contact persons

The Parties acknowledge that in the course of the conclusion and performance of the Service Contract, the personal data of their natural person employees, company representatives, vicarious agents, contact persons (hereinafter collectively referred to as “Vicarious Agents”) are disclosed, in respect of which the Parties inform each other that they shall process personal data provided by the other Party in relation to the other Party’s Vicarious Agents in connection with this Service Contract.

The Service Provider has published its detailed privacy policy on its website: https://myonlineradio.cz/public/docs/privacy-policy/cs\_CZ/cs.docx

The Parties exclude the application of Section 6:63(5) of the Civil Code in relation to this contract.

Accordingly, practices which the parties have agreed to apply in their previous business relationship and practices which they have established between themselves, as well as practices which are widely known and regularly used by parties to a similar type of contract in the same line of business, shall not form part of the content of the Service Contract.

Partial invalidity

Should any provision of the Service Contract be or become invalid, the other provisions shall not be affected. Any invalid provision shall be replaced by mutual agreement with a provision that is consistent with the purpose of the Service Contract.

**FINAL PROVISIONS**

In matters not covered by these GTC, Hungarian law, in particular the applicable provisions of the relevant legislation specified in these GTC, shall prevail.

The Parties declare that they shall endeavour to settle any disputes by negotiation. Should this not be successful, the Parties shall submit by mutual consent to the decision of the court having territorial and subject-matter jurisdiction under the Code of Civil Procedure.

The Parties declare that they have entered into their contract after due consideration and assuming the risk of any mistake and that, in this respect, they are not entitled to contest their declaration on the grounds of mistake. The Parties exclude the possibility of challenging the Service Contract on the grounds of obvious disproportionality.

The relevant parts of these GTC shall enter into force upon notification for an indefinite period.

Budapest, 06.08.2024