

# Terms of sale and advertising in AlphaDiscounters

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03/07/2023

### Definitions contained in the regulations:

**AlphaDiscounters** - on-line trading platform of an open nature run by the client located at the internet address [www.Alphadiscounters.com](http://www.Alphadiscounters.com) under which the client he has provided and paid for the use of the premises for advertising Issues.

**Working day**-day from Monday to Friday, excluding days off from work.

**Omnibus Directive**-Directive (EU) 2019/2161 of the European Parliament and of the council Council Directive 93/13/EEC of 27 November 2019 amending Council Directive 93/13 / EEC and 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council on better enforcement and modernization of EU consumer protection rules.

**Issue** – one-time display in the form of publication of an ad in AlphaDiscounters based on an order under the conditions laid down therein.

**Advertising Format** - a medium for advertising in AlphaDiscounters and on websites online third parties cooperating with the company in the field of advertising sales. The types of advertising formats are specified in the price list, which is Annex 1 to the Regulations.

**Premium formats** - advertising formats such as: Top Header on the home page, Branded Shop on the home page, inspiration tile on the home page and Category Showcase on the main pages of the categories that are specified in the price list constituting Annex 1 to Regulations.

**Unit of account** – the fee for the issuance of the customer's advertising, specified in the order, for which consists of the following sales models:

1. CPM-unit of account for the issue based on the number of views of the ordered form advertising. 1 CPM is the cost of 1000 ad views;
2. CPC-a unit of account for emissions based on the number of user clicks in ordered advertising form. 1 CPC is the cost of one click;
3. FF or flat fee-a fee for a specific time of advertising based on a fixed time of advertising display, regardless of the number of clicks and impressions;
4. Other, under separate agreements.

**Tracking codes (pixels, click tags)** - these are external third-party codes that allow tracking campaign results on the client's side. Click Tag-this is the code that is used to measure clicks on your ad, while pixel-tracks the number of impressions of a given ad, advertising materials-customer's materials sent to the customer in formats, jpg, jpeg, svg, gif, png, zip, MPEG, AVI, MOV, QT, MP4 (e.g. compressed prepared materials HTML5), psd or in ready-made form for use by the customer as advertising, appearing in particular as: information, data, fragments of works, images third parties, trademarks or other subject matter legal protection on the basis of copyright and related rights, property rights industrial property, trademark rights or other necessary rights or permits required for advertising and other commissioned advertising activities.

**Modification of the order** – change of the content of the order permitted by the regulations on request.

The client, accepted by both parties, made after acceptance of the order by  
The customer or after the start of the issue.

Broadcast platform-a parameter that determines the location of the ad broadcast depending on the device or the environment on which it is displayed. The types of emission platforms are defined in.

The price list constituting Annex No 1 to the regulations.

**Advertising product** - advertising Format or set of formats offered by the company advertising, with pre-defined conditions of issue and price, in accordance with the price list Annex 1 to the regulations, special projects-custom advertising activities undertaken by the client based on separate orders.

**Terms and conditions** - these Terms and conditions setting out the rules for the implementation of the services described in it by Client.

**Advertising** - a message placed by the customer in AlphaDiscounters on behalf of the customer, to encourage the acquisition of goods or services, to promote specific causes and ideas or facilitating the achievement of another effect desired by the client, consistent with the regulations.

**Parties** - collectively referred to in the regulations as the principal and the customer, European Commission guidelines on the Omnibus directive – European Commission guidelines on the interpretation and application of Article 6a of Directive 98/6/EC of the European Parliament and of the Council on consumer protection through the indication of prices of products offered to consumers (2021 / C 526/02).

**Order** – an agreement between the client and the client, consisting in the acceptance by The principal of the offer to the principal, the subject of which is the issue of advertising on the terms described in the regulations or other advertising activities undertaken by the customer on the client ' s.

**Customer or company** - ALPHADISCOUNTERS S.A. (hereinafter referred to as the “Company”) Republic of Greece with TAX NUMBER 801968309 and no. REGISTRATION NUMBER – GEMI 167239301000.

**Client** - any natural person engaged in business, legal person or other organizational unit without legal personality, whose special provisions grant legal personality, ordering or booking the issuance of advertising in AlphaDiscounters.

## **I. General provisions**

1. The regulations define the conditions for the execution of orders and the rights and obligations of the company and Contractors.
2. These regulations are addressed to entities that are not consumers in understanding the provisions of the Civil Code. Persons having the status of consumer, in order to conclude an individual contract for the provision of advertising services should contact the company at 3is Septemvrio 144 – Republic of Greece, Athens PO- BOX 112 51
3. In the event of a discrepancy between the provisions contained in the order and the provisions of this Regulations, the provisions contained in the order shall apply.
4. If the statements made by the client in the order turned out to be contradictory, inconsistent if they are wrongfully convicted or convicted, they will be entitled to withdrawal from the order after receiving information about such circumstances. The above the right to withdraw may be exercised immediately from the moment of receipt of information about the existence of a reason justifying withdrawal.

## **II. ORDERING ADVERTISING**

1. The customer declares that he is entitled to place the order, and that advertising that is its subject will not be contrary to the law, including the rules information on reductions in the prices of goods referred to in the Omnibus Directive; or principles of social cohabitation or good morals, in particular, shall not contain obscene, pornographic, or hate speech, racism, xenophobia and conflict between nations. The client shall ensure that Commissioned advertising will not conflict with Commission guidelines. The European Omnibus directive, including will not mislead as to the lowest price of the advertised goods from the last 30 days or the size of the discount in advertising a group of goods. Detailed guidance in this regard they are in the technical specification (available under these regulations).
2. Orders for advertising are made by means of an order, the formula of which is specified it is listed in Appendix 2 to the regulations.
3. In order to issue advertising, the client is obliged to send to the client signed by the Authorized Person order as follows:
  - by traditional mail to the following address: 3is Septemvrio 144 – Republic of Greece, Athens PO BOX 112 51

- by electronic correspondence to address: [advertisement@alphadiscounters.com](mailto:advertisement@alphadiscounters.com)
- using the Docu Sign system, which allows electronic signature

Orders and return to the specified address of the customer, the order should be signed on the following dates:

- a) not later than 7 days before the planned date of issue of advertising, subject to lit. b and c below;
- b) no later than 14 days before the planned date of advertising in formats Premium and no later than 30 days before the planned date of advertising in 4 quarter of the calendar year for Premium formats
- c) no later than 30 days before the planned date of advertising in the framework of Special projects.

4. On acceptance or refusal to execute the order, the company informs the customer within 1 A working day from the performance by the principal of the activities referred to in paragraphs 2 and 3 above.

5. The company has the right to demand from the customer delivery before execution Order, a document confirming the authority of a person signed in writing Order, to represent the principal or the client of the principal or supplement this order wg. indications of the company.

6. Sending an order is equivalent to submitting a statement by the principal, the person / persons who signed it:

A) are entitled to make statements of will on behalf of the principal, and in the case of persons whose attachment does not result from the registration documents (e.g. National Court Register), has / have appropriate attachment to placing an order and signing an order on the basis of a valid power of attorney;

B) are entitled to use advertising materials;

c) authorize the customer to issue an invoice without the signature of the customer;

d) have read the content of the regulations in force on the day of sending the order to Contractors.

7. The client has the right to modify the order before the start date and during advertising Emissions. In this case, depending on the extent of the changes made, the company reserves the right to change the gross remuneration within the order. The company will contribute try to modify the order on a working day, within a period not longer than 24 (in words: twenty-four) hours from the date of receipt by the company correctly made and delivered by the customer of new materials advertising.

8. Modification of the order by the client requires the consent of the company each time.

9. The customer has the right to withdraw from all or part of the order without giving reasons. In each case of withdrawal, the client is obliged to pay costs corresponding to the value of the work performed by the company on the basis of the Orders until the day of withdrawal. Withdrawal referred to in this paragraph it is based on a written statement by the client containing the date, order number and value as below:

a) For Advertising in Premium formats:

in the period up to 15 days prior to the planned date of issue of advertising without the obligation to pay:

- in the period from 14 to 4 days before the planned date of issue of advertising after payment of 30% of the company's remuneration specified in the order,
- in the period from 3 to 1 day before the planned date of issue of advertising after payment of 60% of the company's remuneration specified in the order,
- in the course of advertising after payment of an interim of 80% of the value remuneration of the company indicated in the order;

(b) for the issue of advertisements, with the exception of the issue of advertisements referred to in Point (9). and above and paragraph 9 (a) c below:

- in the period less than 6 days before the planned date of issue of advertising after payment of 80% of the company's remuneration specified in the order

c) for advertising in the framework of Special Projects:

- up to 30 days prior to the planned date of advertising in the Special projects without the obligation to pay a derogation,
- in the period from 29 to the date of the planned date of issue of advertising after payment of the in the amount of 60% of the value of the company's remuneration indicated in the order.

### **III. IMPLEMENTATION AND TECHNICAL CONDITIONS OF ADVERTISING**

1. The company is entitled to refuse to execute the order or to stop advertising in AlphaDiscounters in the event that its content:

a) infringes or there is a reasonable ground that the advertising will infringe legal provisions, including the Omnibus directive, rights of persons or third parties;

B) may adversely affect the image or reputation of AlphaDiscounters or the company;

c) may be considered annoying to AlphaDiscounters users;

d) may be misleading or inconsistent with the directive Omnibus, in particular when the content of the advertisement unreasonably suggests a price reduction or when the content of the advertisement indicates higher price reductions than those actually offered by the client;

e) may be misleading, in particular when the advertising content guarantees or suggests the total or almost total effectiveness of the advertised action product that is not proven by, for example, scientific studies or appropriate official certificates (this applies in particular to products to combat the Prevention of the spread, prevention and control of the effects of infectious disease SARS-CoV-2), unless the principal submits to the principal in as part of the sent advertising materials, relevant documents, e.g. official certificates, research, etc. confirming the effectiveness of the advertised products.

2. The company is entitled to limit the issuance of advertising on the main page of AlphaDiscounters and in form of mailing and push, in case its content concerns:

A) Alpha Bank and other non-financial institutions;

B) weapons;

C) pharmacies or pharmacy points;

D) condoms, erotic materials and other products from the category of erotica, with what at the same time:

i. advertising of the above products in AlphaDiscounters should take graphic forms in product image and / or brand logo;

ii. any advertising slogans or slogans with an erotic coloring can be aired in AlphaDiscounters at night or only in Category Erotica;

iii. Advertising of the above products in AlphaDiscounters with formats that advertise products from category for children is not allowed;

iv. other products from the category erotica, (in particular sex toys) may be promoted in AlphaDiscounters as part of ads directed only to people who have completed 18 years old and only within the erotic category.

3. The client reserves the right to limit the issuance of advertising within the periodic marketing campaigns conducted by the company within AlphaDiscounters, **Smart Week, Black Week, Cyber Monday**, and the period before Christmas. Each time the company in the framework of working contacts the client shall inform the client of the detailed rules restrictions on the marketing campaigns in question in the previous sentence.

4. Ads cannot mimic or simulate AlphaDiscounters elements and should be easily recognized as advertising. The company reserves the right to additional marking Advertising, without additional consent of the principal, the words "advertising", "announcement advertising", "paid advertisement", "sponsored material" or the wording equivalent.

5. Advertisements made by the company, based on advertising materials Principals prepared based on received templates and instructions sent by the company, are subject to the company's copyright and their use is allowed only within the framework of the ongoing

marketing campaign, the organizer of which is Company. It is not allowed to use, copy and share these creations by the client or its subcontractors outside the area of cooperation with the company.

6. Condition for the execution of the order (regardless of other requirements specified in Regulations) by the customer is to provide by the customer creation consistent the technical requirements referred to in Annex 3 (also referred to as "Technical specifications").

7. All finished, correctly made in accordance with technical specifications, materials advertising materials required to start advertising must be delivered no later than 3 (three) working days before the planned date of issue. Date referred to in the preceding sentence runs from the moment of verification by the company Advertising materials referred to in paragraph 9 below and does not apply to materials advertising necessary for the implementation of Special Projects, which are the deadlines they are indicated individually in the content of separate orders.

8. Advertising materials are sent by e-mail to Clients appearing in the content of the order.

9. The client undertakes that all materials provided by him advertising intended for broadcast, are free from defects and do not violate the rights of third parties, in particular, property and personal copyrights and personal property rights third parties, and the client is entitled to use them for the purposes of indicated in the order.

10. The company is obliged to verify the correctness of the advertising materials received within no more than 48 (forty-eight) hours of their receipt in on a given working day and inform the client of any errors contained in advertising materials. In case of receipt of materials advertising from the customer on a day other than a business day, time to check correctness is counted from the next nearest working day.

11. Failure by the customer to deliver correctly made materials within the time limit advertising is unambiguous with the client's acceptance of the fact that the commencement.

The issue of advertising will be delayed in relation to the deadlines specified in the order.

However, the client will make every effort to ensure that the issuance of advertising took place in accordance with the deadlines included in the advertising order.

12. The client is not entitled to claim against the client for delay advertising issues that are delayed due to untimely delivery advertising materials or the delivery of incorrect advertising materials.

13. The principal does not have the right to request from the principal to extend the issue by the time of delay in the delivery of advertising materials.

14. Evaluation of the correct execution of the order is made on the basis of the company's statistics contained in the reports, which are transmitted at the express request of the customer. In justified cases, the assessment of the correct execution of the order may be carried out on the basis of statistics provided by the customer.

15. The client reserves the right to use 5% of the number of views issued in during the campaign for their own purposes related in particular to the development of the service (e.g. in the form of tests of advertising, tests of new functionalities, etc. The above is not affects the obligation of the publisher to ensure the implementation of other guaranteed minimum campaign parameters.

16. As part of the advertising activities carried out by the company within AlphaDiscounters. The customer is not allowed to use external codes of 3rd party systems:

- for measuring view ability/Brand Safety-such as Moat, Double Verify, IAS, Metrics

- to measure Target Audience e.g. Nielsen DAR.

The only codes supported within the campaign are click tags and quantity tracking pixels views of the ad.

17. The customer agrees to the company providing the name/logo of the advertised goods/services, address of the customer's website, references to the campaign advertising together with the use by the company of advertising creation within completed advertising campaigns of the customer, in the scope of the commercial offer AlphaDiscounters advertising offices, including advertisements, offers, websites and other promotional materials and Reference lists used by AlphaDiscounters Advertising Office. If the client orders advertising from the company the third party, the above right also applies to this entity, and the client declares that he has the appropriate authority in this regard from the third party for whom the advertising campaign is carried out.

#### **IV. PRICE LIST AND TERMS OF PAYMENT**

1. All prices indicated in the price list constituting Annex No. 1 to the regulations are net prices. The value of the company's remuneration for services provided under the Orders will be increased accordingly by the VAT due in accordance with the applicable regulations.

2. The company provides customers (both individual customers and agencies advertising, media houses or online brokers) discounts set individually, based on discount thresholds, which depend in particular on the level of advertising expenses in AlphaDiscounters or through AlphaDiscounters, declared by.

The client in a given calendar year. The discount thresholds are as follows:

a) discount up to 70% - with declared advertising expenses on all platforms AlphaDiscounters or via AlphaDiscounters in a given calendar year up to 22,000 euros;

B) discount above 70% - with declared advertising expenses for all AlphaDiscounters platforms or via AlphaDiscounters in a given calendar year more than 100,000 euros;

C) discount above 70% - at the request of the customer, with advertising expenses made by the customer on all AlphaDiscounters platforms or via AlphaDiscounters for more than 100,000 euros during the calendar year preceding the placing an order.

3. If the client receives a discount - subject to the declaration of expenses, referred to in Paragraph 2 above and the signing of the relevant agreement achieving within a certain time the selected threshold for advertising spending in AlphaDiscounters - i failure to fulfill this obligation, the company has the right to collect the surplus discount by issuing the customer a corrective invoice.

4. The minimum value of one order is not less than:

a) 300 euros net in the case of the customer's use of advertising in the form of mailing;

b) 1000 euros net in the case of other advertising formats settled in the CPM model, as well as advertising formats, billed both in the CPM model and FF referred to in Annex 1.



5. The customer reserves the right to change the price list, with the proviso that the client is obliged to inform the client about the planned changes price list no later than 7 days before the planned change.
6. The basis for issuing a VAT invoice charging the customer is the order. In the case of advertising lasting more than a month, the client has the right issuing invoices for individual units of account indicated in the order.
7. Payment of remuneration to the company for the execution of the order is made in the deadlines specified in the order. The day of payment is considered to be the day of recognition of payments in the client's bank account. In case of late payment, the client has the right to charge statutory interest for delay time.
8. Acceptance of the regulations also constitutes the customer's consent to the transmission by Company invoices in electronic form, within the meaning of the provisions on goods tax and services.
9. Failure to pay within the time due under the VAT invoice is the basis for termination by the client of further execution of the order and other orders, which the party is the client. Termination of the order and other orders, which the client is a party due to the circumstances referred to in the previous sentence does not constitute a basis for the client to report to the client any claims for unrealized orders or part thereof.

## **V. liability**

1. The company is not responsible for the content of the advertisements.
2. The client is obliged to release the company and / or third parties in which on behalf of the company purchases advertising space offered by the company in the framework of AlphaDiscounters of the obligation to satisfy legitimate claims submitted by entities third parties or whose rights have been infringed in connection with the advertising and / or repair any damage related to it, not excluding reimbursement of costs legal proceedings, costs of legal representation and other reasonable expenses incurred by the company in connection with the satisfaction of claims of entities third.
3. The company is only liable for damages resulting from the non-performance or improper performance of the order, arising from intentional fault or gross negligence and compensation for the damage caused by the customer may not exceed the gross remuneration specified in the contract.
4. The parties exclude the liability of the client for lost benefits the principal.
5. The company declares that if the subject of the order is the sending of information trading on behalf of the client, the database by which the client used in the execution of the order, created and conducted in accordance with the regulations rights, in particular in accordance with applicable data protection law personal data, and declares that the messages sent do not constitute unsolicited commercial information and that it takes due care to send messages about the commercial nature was carried out in accordance with the applicable standards.

## **VI. FORCE MAJEURE**

1. The client shall not be liable for non-performance or improper performance obligations arising from the Advertising order, if it is a consequence of events beyond his control, which he could not foresee, including in particular, (but not exclusively): the outbreak or threat of war, acts terrorist, flood, fire, explosion, failure of the Internet or parts thereof, network power

failure, computerized surveillance and distribution systems, or other manifestations of force majeure.

2. In the event of the above-mentioned event, the client undertakes immediately notify the client and propose, if possible, another convenient time for him to issue.

## **VII. Complaints**

1. Submitting a complaint does not release the client from the obligation to pay to the company the salary specified in the order.

2. The customer has the right to lodge a complaint in the event of non-performance or improper performance by the company of services provided under the order in within 14 days from the date of the end of the advertising issue or from the date on which its issue it should end on schedule.

3. Complaints should be submitted via e-mail to the e-mail address: [advertisement@alphadiscounters.com](mailto:advertisement@alphadiscounters.com) or by mail to the AlphaDiscounters advertising office at the mailing address indicated in the order.

4. The complaint should contain the data of the client, present the circumstances the subject-matter of the objections and their brief justification.

5. Complaints will be considered immediately, but not later than within 14 days working from the date of receipt of a set of information allowing for settlement of complaints.

6. If the data provided in the complaint needs to be supplemented, the company will contact Request the client to provide additional information within a specified period.

7. If consideration of the complaint will not be possible within the period referred to above, The company will notify the client of this, indicating the expected deadline for clarification business.

8. The client will be notified of the settlement of the complaint via e-mail to the address specified in the complaint or mailing address indicated in the order.

## **VIII. FINAL PROVISIONS**

1. The regulations shall enter into force on the day of their publication.

2. In all matters not regulated in the regulations shall apply provisions of the AlphaDiscounters regulations, provisions of Greece law, including in particular the Civil Code and the provisions of the act on the provision of electronic services.

3. Disputes arising from the application of the regulations, orders or statements of the parties with them related matters shall be decided by a court of general jurisdiction.

The company reserves the right to change the content of the regulations at any time. Any amendments to the regulations shall enter into force within 15 days of their being made available by the company.

4. In the event of non-acceptance of the change in the content of the regulations, the customer has the right terminate the agreement within 15 days from the date of making the changes available. No use of the above permission referred to in the previous sentence means acceptance of the changes Regulations.

Technical Specification-Omnibus directive

### **Definitions:**

Lowest price of the last 30 days - lowest price of the product in the seller's offer on AlphaDiscounters in the last 30 days before the start of the promotion. For " new " products,

offered by the seller in less than 30 days on AlphaDiscounters this is the lowest the price that was actually offered by this seller on AlphaDiscounters (even for a shorter less than 30 days).

Words that suggest a price cut - all words, phrases, and graphic signs that point to price promotion, in particular: bargain, promotion, sale, **Black Friday**, %, **-50%**, **up to -70%**, **sale, sale, discount**.

Listing - the full list of offers to which the advertisement is directed/referred.

**Guidelines:**

1. An entrepreneur advertising a reduction in the price of a particular product is obliged to the promoted product indicate in addition to the promotional price, also the lowest price from the last 30 days (the price must be disclosed on the advertisement and on the product offer and Listing).
2. Advertising a specific product with a banner -30% or indicating its price promotional, the entrepreneur is obliged to offer this product in exactly such price, with exactly such a discount from the lowest price of the last 30 days before start of promotion.
3. An entrepreneur advertising a price reduction of a product group/ promotional action does not have to the advertisement show the lowest price of each of the last 30 days. On the list to which directs advertising and on the offer of each of these products, the lowest price of the last 30 days must be absolutely visible.
4. When using words in advertising suggesting a price reduction, the entrepreneur is obliged to on all listed items reveal as a strike price, the lowest price from the last 30 days.
5. If the entrepreneur does not use words in the ad suggesting a price reduction, he is not required to disclose the lowest price from the last 30 days on listed items (i.e. the listing may contain both crossed-out and non-crossed-out offers strikethrough).
6. By advertising the slogan " -40%", the entrepreneur undertakes to provide a discount on each offered product exactly 40% off the lowest price of the last 30 days.
7. By advertising the slogan "up to -40%" the entrepreneur undertakes to provide a reduction in the amount of 40% on a significant part of the products visible to the consumer immediately after entering the Listing.

The above rules do not apply to:

- Ads that do not suggest a promotion or use words that suggest a price cut,
- combined/conditional offers (e.g. "buy 1 Product, second free" 30% off when you buy 3 products").