**GENERAL TERMS AND CONDITIONS**

MultiAppsFactory Kft., which operates an online radio media content aggregator service on the website https://myonlineradio.de (hereinafter: Website), and in the Myonlineradio.de iOS, Android and television applications (hereinafter: Application), informs you in these General Terms and Conditions (hereinafter: GTC) on the Website radio media content providers appearing with an embedded hyperlink about their rights and obligations.

**1. GENERAL PROVISIONS**

MultiAppsFactory Kft. (head office: 1024 Budapest, Margit körút 57. 2. em. 5.; tax number: 26278823-2-41, company registration number: 01-09-357239, hereinafter: Service Provider, Myonlineradio.de, We) provides users with access to publicly available online streaming services of radio media content providers on the Website in one place by displaying embedded hyperlinks (embedded hyperlinks) for online radio media content services offered by the hyperlink store (hereinafter: Radio Media Content Aggregator Service).

In connection with the Radio Media Content Aggregator Service, the Service Provider provides the following services to online radio media content providers (hereinafter: Online Radios) based on a service contract:

* publishes an embedded hyperlink on the Website at the initiative of Online Radios in order to direct users to Online Radio's website (hereinafter: **Hyperlink Publishing Service**);
* promotes the Online Radio that ordered the service by placing the hyperlink of the publicly available online streaming service embedded in the Website in a prominent position (hereinafter**: Featured Position Service**);
* Online Radios may authorize the use of publicly available Online Radio Media Content in a specified manner in the Individual Service Agreement for the Service Provider to create a premium package on the Website in a subscription system, in return for which it will receive a specified proportion of the revenue from the subscription that can be linked to Online Radio (hereinafter**: Premium Partner Service**).

(Hyperlink Publishing Service, Featured Position Service and Premium Partner Service together hereinafter**: Service**).

**2. PURPOSE OF THE GTC**

The purpose of these GTC is to regulate the legal relationship of Online Radios using the Services available on the Website and the Service Provider in a general manner within the framework of the legislation.

In the absence of individually concluded service contracts (hereinafter: Individual **Service Agreement**), the provisions of these GTC shall apply to the service contract between the Service Provider and Online Radio (hereinafter: **Service Agreement**). Matters not regulated in these GTC are governed by the laws in force in Hungary.

**3. THE SERVICE AGREEMENT**

The Service Agreement is a contract concluded between the Service Provider and an Online Radio for a fixed period of time in accordance with these GTC, which is aimed at the use of the Hyperlink Publishing Service, Premium Partner Service or Featured Position Service.

In the event of any discrepancy between the provisions of the Individual Service Agreement and the GTC, the provisions of the Individual Service Agreement shall prevail.

Any statement by Online Radio that excludes the application of the GTC is invalid. In the Service Agreement, the Parties may define the provisions of the GTC, which are not applied in their legal relationship, or are applied with a different content. If Online Radio also wishes to apply the general terms and conditions regulated by itself to the legal relationship of the Parties, the Parties must agree on this in writing. Online Radio’s own general terms and conditions can also be applied in this case only to the extent that they do not conflict with the provisions of these GTC.

**4. WHAT DO THE GENERAL CONTRACT TERMS CONTAIN?**

These General Terms and Conditions (hereinafter referred to as GTC) generally define the essential content of the service agreement between Online Radio and the Service Provider (hereinafter referred to as: Service Agreement), such as

● the Service Provider's most important data and contact information,

● the description and basic conditions of the Service,

● the rights and obligations of Online Radio and the Service Provider,

● information related to the use of the Service (order process, form and process of concluding a contract, correction of data entry errors, binding offer, confirmation, etc.)

● the regulations regarding the performance deadlines,

● copyright provisions,

● the use of trademarks necessary for the provision of the Service,

● the liability rules,

● the payment terms,

● the rights of redress to Online Radio and the conditions for their enforcement.

**5. DEFINITIONS**

***Service:*** Hyperlink Publishing Service, Featured Position Service and Premium Partner Service together;

***Service provider:*** MultiAppsFactory Kft., which provides services on the Website;

**Media content:** content offered during all media services and press products;

***Media content provider:*** the media provider or any media content provider;

***Commercial communication:*** media content whose purpose is to directly or indirectly promote the goods, services or image of a natural or legal person engaged in economic activity. Such content accompanies or is included in media content or user-generated videos for payment or similar consideration, or for self-promotion. Forms of commercial communication include, but are not limited to, advertising, displaying the sponsor's name, trademark, image, or product, teleshopping, and product placement;

***Advertising:*** communication, information, or display method that can be used to sell a negotiable movable thing - including money, securities and financial instruments, as well as natural forces that can be used in the way of the thing -, services, real estate, property rights or in other ways is aimed at promoting the use of or, in connection with this purpose, promoting the name, designation, activity of the enterprise or increasing the awareness of the goods and trademarks;

***Editorial decision:*** a decision made on a regular basis within the framework of the exercise of editorial responsibility, related to the daily operation of the media service, such as the choice of the content of the media service and the determination of its composition.

**Media service:** an economic service defined in Articles 56 and 57 of the Treaty on the Functioning of the European Union, carried out independently, business-like - on a regular basis, in order to achieve profit, with the assumption of economic risk - the primary purpose of which, or a separable part of which is to bring a media service provider under the editorial responsibility transmit the program numbers to the public for the purpose of information, entertainment or education via an electronic communication network;

***On-demand media service:*** a media service in which, based on the program selection compiled by the media service provider, the user can view and listen to the program tracks based on individual request and at the time of his choice;

***Linear media service:*** a media service provided by the media service provider that enables the simultaneous viewing and listening of program tracks based on the program order;

***Online Radio:*** a radio media service provider that publicly publishes on-demand or linear (streaming) media services on the Internet in a way that is accessible to anyone without appropriate technical protection measures;

***Simulcasting:*** the online radio media service of the radio media service provider using terrestrial frequency media service rights published at the same time, without changes, on the Internet;

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

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

***Embedded hyperlink:*** a hyperlink technique in which an element of an external website (image, video or audio) appears edited on the website without clicking, when the page is loaded;

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

***User:*** a visitor of the Website who uses the service, who can be a private individual classified as a Consumer, as well as a legal person not classified as a consumer or a business without legal personality.

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

***Business:*** According to Section 4 8:1 of the Civil Code., a person acting in the scope of his profession, independent occupation or business activity;

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

***Consumer contract:*** a contract, one of whose subjects is a Consumer;

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

***Absentee contract:*** a consumer contract that is concluded without the simultaneous physical presence of the parties within the framework of a distance selling system organized for the provision of the product or service in accordance with the contract, in such a way that, in order to conclude the contract, the contracting parties only use a device that enables communication between absent parties;

***Website:*** an electronic interface operated by the Service Provider, available under the domain name https://myonlineradio.de, on which the Service can be used;

***Mobile Application:*** Android available in the Google Play application store and the Myonlineradio mobile phone application available in 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 compensation to be paid for the Service;

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

***Premium Service(s):*** the paid version of the Service Provider's Online Radio Media Content Aggregator Service for users with a subscription (hereinafter: Users), providing a premium user experience, which allows Users to use the publicly available Online Radio Media Content in a specified manner and enables the use of additional technical functions; the Premium Web Service and the Premium Mobile Service together;

***Online Radio Media Content Aggregator Service:*** The service provider provides the Online Media Content Aggregator Service, by displaying embedded hyperlinks on the Website pointing to the publicly available online streaming services of radio media content providers, it provides users with access to the online radio media content in the hyperlink library created based on their own decision in one place. - services.

***Intermediary service:*** one of the following services:

* a **‘mere conduit’** service that consists of the transmission in a communication network of information provided by a recipient of the service, or the provision of access to a communication network;
* a **‘caching’** service that consists of the transmission in a communication network of information provided by a recipient of the service, involving the automatic, intermediate and temporary storage of that information, for the sole purpose of making more efficient the information's onward transmission to other recipients upon their request;
* a **‘hosting’** service that consists of the storage of information provided by, and at the request of, a recipient of the service;

***Content moderation:*** means the activities undertaken by providers of intermediary services aimed at detecting, identifying and addressing illegal content or information incompatible with their terms and conditions, provided by recipients of the service, including measures taken that affect the availability, visibility and accessibility of that illegal content or that information, such as demotion, disabling of access to, or removal thereof, or the recipients’ ability to provide that information, such as the termination or suspension of a recipient’s account.

**6. APPLICABLE LAWS**

This GTC is governed by Hungarian law. If you would like to find out more about your rights, you can do so in the following legislation regarding the Agreement:

● Act LXXVI of 1999 on copyright (Szjt.),

● Directive 2001/29/EC of the European Parliament and the Council (May 22, 2001) on the coordination of certain aspects of copyright and related rights in the information society (Infosoc Directive), and Act CVIII of 2001 on electronic commercial services, and on certain issues of services related to the information society (Ekertv.),

● Act CXII of 2011 on the right to information self-determination and freedom of information (Infotv.),

● REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (April 27, 2016) on the protection of natural persons with regard to the processing of personal data and on the free flow of such data, and on the repeal of Regulation 95/46/EC (GDPR, General Data Protection Regulation),

● Act CIV of 2010 on freedom of the press and the basic rules of media content (Smtv.),

● Act CLVVVV of 2010 on media services and mass communication (Mttv.),

● Act XLVIII of 2008 on the basic conditions and certain limitations of economic advertising activity (Grtv.)

● Act XI of 1997 on the protection of trademarks and geographical indications (Trademark Act)

● Act V of 2013 on the Civil Code,

● REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on the Single Market for Digital Services (Digital Services Act) and amending Directive 2000/31/EC (DSA).

**7. DETERMINATION OF THE PARTIES**

The Service Agreement according to these GTC is established between the Service Provider and Online Radio.

**Service Provider, details of the sole point of contact:**

company name: MultiAppsFactory Limited Liability Company

abbreviated company name: MultiAppsFactory Kft.

registered office: 1024 Budapest, Margit körút 57. 2. em. 5.

represented by: Attila Szabó, managing director

tax number: 26278823-2-41

company registration number: 01-09-357239

registering company court: Company Court of the Capital City Court

e-mail address: info@myonlineradio.de

During communication with the sole point of contact, the Hungarian and English language is used.

**Online Radio:**

a radio media service provider that publicly publishes on-demand or linear (streaming) media services on the Internet in the form of simulcasting or webcasting in a way that is accessible to anyone without appropriate technical protection measures and that orders the provision of Services from the Service Provider in accordance with these General Terms and Conditions.

**8. MYONLINERADIO.DE RADIO MEDIA CONTENT AGGREGATOR SERVICE**

The Service Provider's Radio Media Content Aggregator Service broadens the market for radio content and can increase demand for it by making it much easier for Users to find the radio streaming content of Online Radios.

The special advantage of the Radio Media Content Aggregator Service is that Internet radio is not affected by the technical limitations of traditional radio broadcasting, nor does it have capacity (frequency) limitations and noise problems affecting media services, as in the case of traditional signal transmission techniques.

In the Service Provider’s Hyperlink Library, which provides access to more than 100 online radio streams from one place, the online audio streaming content available on the Online Radios website will appear edited on the Website without clicking.

In the case of the Basic Service, the radio streaming content of Online Radios is not copied to the Service Provider's server but can be accessed directly from the websites of Online Radios.

The Basic Service only contains hyperlinks to Online Radios that are public on the Internet and freely accessible to anyone with the permission of the copyright holder, therefore it does not broadcast to the public. The Service Provider does not include any Online Radio links in its hyperlink library that have taken protective measures against cross-linking.

Service Provider is not a media provider, its Radio Media Content Aggregator Service only redirects Users to the public streaming services of specific radio media content providers. In this way, Myonlinradio.hu acts as an intermediary between Users and Online Radios by connecting Users to Online Radios via embedded hyperlinks.

The Service Provider assumes no responsibility for the streaming media content of Online Radios, given that it has no influence on their design and does not make any editorial decisions.

The Service respects the copyright and neighbouring rights of Online Radios and is designed in accordance with applicable laws. The Service Provider uses the intellectual property of Online Radios (trademark, copyrighted or neighbouring legal protection) exclusively on the basis of the Service Agreement, in accordance with its provisions.

The Service Provider’s Radio Media Content Aggregator Service is available on the Website, as well as in the Myonlineradio iOS and Android mobile applications, as well as in the Myonlineradio television applications.

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

**9. DESCRIPTION OF CERTAIN SERVICES**

9.1. HYPERLINK PUBLICATION SERVICE

The Service Provider may also publish the hyperlink of the Online Radio at the initiative of the Online Radio, if the Online Radio meets the following conditions:

* Online Radio has a stable number of at least 40 online listeners during prime time, to check which Online Radio provides access to the server status page,
* in the absence of 40 online listeners during prime time, the Service Provider may make an exception for Online Radios with daily live programs, frequencies, or unique content offerings,
* Online Radio has the appropriate authorization for media content service activities (in the case of terrestrial radio media service providers, the possibility of simulcasting is included in the official media service contract concluded with the Media Council of the NMHH or, in the case of webcasting, its activity is registered based on the notification of the Media Council of the NMHH),
* Online Radio fulfilled its obligation to pay royalties to performers and authors for the joint rights managers (Artisjus, MAHASZ),
* displaying Service Provider’s logo (trademark) on the Online Radio website (in the footer or among the partners).

If the Online Radio meets the above conditions and the Service Provider decides to enter into a Service Agreement in accordance with these Terms and Conditions, it undertakes to publish the embedded hyperlink of the Online Radio in position 40 of the Hyperlink Library for a maximum of 30 days. At the end of the 30 days, the embedded hyperlink to the Online Radio Media Content will be placed in a position corresponding to its popularity on the Website.

**9.2. FEATURED POSITION SERVICE**

**Conditions for using the Featured Position Service**

If the Online Radio does not meet any of the conditions of the Hyperlink Publication Service, the Service Provider may decide to publish the Online Radio hyperlink in a prominent position in the Hyperlink Library for a maximum of 30 days, at the 30th rank, against a publication fee published on the Website or individually determined.

Even during the duration of the Hyperlink Publishing Service, the Online Radio may decide to order a Preferred Position Service from the Service Provider, which has a more favourable ranking than the Hyperlink Publishing Service.

The Service Provider publishes the current prices of the featured positions on the Website. Featuring conditions not published on the Website are determined individually by the Service Provider.

The Priority Position Service can be ordered using the form published on the Website or by e-mail.

The detailed conditions of the Featured Position Service are defined by the parties in the Individual Service Agreement.

The Service Provider issues an invoice for the fee determined on the basis of the selected featuring, after payment of which (starting from the day after receipt of the transfer) the Service Provider places the Online Radio in the ordered featured position in its Hyperlink library for 30 days.

**9.3. PREMIUM PARTNER SERVICE**

Description of the Premium Partner Service

In the Online Radios Individual Service Agreement, the Service Provider may be authorized to use the publicly available Online Radio Media Content in a specified manner for the development of Premium Services, in return for which the Service Provider receives a specified proportion of the subscription revenue attributable to the Online Radio (hereinafter: Premium Partner Service ).

Certain additional content and functions do not involve the use of Online Radio Media Content in the sense of copyright, they are only included in the Premium Services offer due to the Service Provider's development and additional services.

As part of the Premium Services, the Service Provider may provide, for example, but not exclusively, the following additional services to the Users:

* providing the User with the right to record Radio Streaming by interposing the Service Provider's own server,
* Recording exceeding 15 minutes,
* advertising-free streaming service,
* unlimited song recognition,
* myonlineradio.de subscription on the web interface and in the iOS and Android application,
* display of unlimited lyrics,
* last selected server comment,
* faster page loading, more ergonomic web interface,
* disabling recommendation boxes, Facebook boxes,

The individual additional services may differ for each Online Radio.

The part of the Premium Partner Service, in respect of which the simple transmission of Online Radio Media content is carried out, is considered an intermediary service according to the DSA.

**Provisions relating to intellectual works**

In the Service Agreement, the parties individually agree to authorize the use of publicly available Online Radio Media content required for the provision of the Premium Partner Service in a specified manner, as well as the use of additional online radio content and functions based on the revenue sharing provisions of these GTC.

By concluding the Service Agreement, the Online Radio grants the Service Provider a non-exclusive, royalty-free, sublicensable, transferable, irrevocable, time and space-limited right of use to make the Online Radio Media Content available on the Website or in the Application and broadcast or in any other way to the public broadcast to (this also includes the case when members of the public can choose the place and time of access individually). The parties agree that according to the Section 26 (5a) of Szjt. Service Provider is considered an organization reaching the public that only provides the technical means of use, so Online Radio is obliged to obtain usage rights for the use of the Premium Service based on the Service Agreement.

By concluding the Service Agreement, the Online Radios also allow the Service Provider to use their trademark and logo in the manner and to the extent necessary for the provision of the Basic Services and Premium Services and to display them on the Website and in the Application for the purpose of marking the Online Radio program.

**Provisions for accounting for revenue sharing:**

The portion of the revenue from the subscription related to Online Radio is divided over monthly accounting periods based on the measurement of the radio listening of Users with a subscription.

**Method of settlement:**

Settlement is based on the Service Provider's audience measurement, which it makes available to Online Radio by the 10th day following each relevant month.

On the 10th day after the end of each relevant month, the units are tallied, and the Service Provider's report shows the proportion of users who have listened to the given Online Radio compared to the other Online Radios included in the subscription offer.

The Online Radios are entitled to a share of revenue from the total revenue from the subscription, corresponding to the proportion of their listenership determined in the month in question, defined as a percentage in the Individual Service Agreement.

The minimum payment amount is HUF 20,000 net. If this amount was not reached by the given Online Radio in a given month, it will be added to the amount of the revenue share established in the following month.

If the Service Agreement between Online Radio or the Parties is terminated and the amount collected does not reach the minimum payment, then the amount will not be paid.

In order to avoid misunderstandings, the Service Provider notes that the revenue share is based solely on the income from the subscription and does not include the income from advertisements published on the Website or the Service Provider's other income.

Online Radio also has the option to switch its revenue share to extra featured position as described below.

**The rules for the settlements of the featured position**

The net amount calculated from the subscription based on the proportion of listeners can be converted into points, from which additional featured position and other extra functions - published on the Website - can be selected. The range of extra functions may be expanded later.

The detailed rules for accounting for featured position are set out in the Parties' Individual Service Agreement.

**The detailed rules of revenue sharing are defined by the Parties in the Individual Service Agreement.**

**10. REGULATIONS RELATING TO THE CONTENT PROVIDED BY THE ONLINE RADIO**

Online Radio declares that the embedded hyperlink it requests on the Website points to on-demand or streaming radio media content, the service of which is provided on the basis of appropriate authorization and with regard to the use of the content published by it, it has the appropriate copyright license (legally clean content), i.e. from the person exercising the copyright obtained the right to use the Online Radio directly or through a joint rights management organization.

The Online Radio grants the Service Provider the worldwide right of use for the display on the Website, without territorial and mode restrictions (thus in particular for publishing, duplicating, transmitting, publicizing or distributing the content), for the period specified in the Individual Service Agreement.

With the exception of the Premium Partner Service, Online Radio expressly waives its claim for royalties, given that publication in the Online Radio Hyperlink Library in connection with the Service Provider's Online Radio Media Content Aggregator service does not constitute transmission or use in any other way from the point of view of copyright, and the publication was requested by Online Radio, for the purpose of promoting Online Radio and expanding the circle of listeners (users).

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

**11. PUBLICATION OF THE CONTENTS, CONTENT MODERATION PROVISIONS**

The Service Provider undertakes to make the Online Radio Media Content specified in the Service Agreement, as well as the additional media content and functions necessary for the Premium Service (previously and hereinafter: Online Radio Media Content) available in the form of embedded hyperlinks on the Website.

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

The Service Provider refuses to make online radio media content available in its Hyperlink Library in particular, but not exclusively, in the event that it is rejected, and removes online radio media content that has already been made available, if it:

a) violates legislation, in particular Grtv., Smtv., Mttv., Ptk., Szjt.;

b) does not fit the Website operated by the Service Provider, the image of the given Website or conflicts with ethical standards;

c) obviously violates an intellectual property right;

d) contains defamatory, pornographic, racist or xenophobic statements, incites hatred, incites violence or disorder, or refers to or promotes such content;

e) the NMHH or another competent authority raises an objection against it - either officially or informally;

f) violates any point of these GTC,

g) endangers the Service Provider's business reputation, brand, or the image formed or intended to be formed of the Website in any way, or its publication threatens to change them adversely.

The Service Provider is not obliged to examine the adequacy or correctness of the Online Radio Media Content and is not obliged to check the content published on the Website from a legal point of view. The Service Provider has no general obligation to monitor the information which providers of intermediary services transmit or store, nor actively to seek facts or circumstances indicating illegal activity shall be imposed on those providers and does not use algorithms that perform such activities.

If the Service Provider - either before or after making it available - detects that the Online Radio Media Content violates any provision of the GTC, it is entitled to refuse making it available in its Hyperlink Library, to suspend the fulfilment of the already ordered making available with immediate effect without liability for damages and to remove the Hyperlink pointing to the problematic Online Radio Media content from the Website, and to terminate the Service Agreement with immediate effect.

The Service Provider reserves the right to refuse to make the Online Radio Media Content available in its Hyperlink library - without reason - in which case the Service Provider is not liable for any compensation.

The Service Provider does not assume any responsibility if the Online Radio Media Content does not become available due to technical or other reasons beyond its control or is incorrectly displayed on the Website. In such a case, Online Radio cannot claim any compensation or damages. Such cases are considered by the Parties as a force majeure situation, 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. Online Radio acknowledges that it cannot make any demands on the Service Provider regarding the visual and textual context of the Website.

The Service Providers - at least once a year, by March 1 of the year following the relevant year - publish a clear, easy-to-understand and detailed report on the content moderation carried out in the given period.

Operation of recommendation systems

The Service Provider operates a system on the Website that recommends Online Radio Media content to Users that is similar to the Online Radio Media content they are currently listening to, or previously marked as favourites.

**12. CONCLUSION OF SERVICE AGREEMENT**

Both Parties may initiate the conclusion of the Service Agreement.

Online Radio can also initiate the conclusion of the Service Agreement with regard to the Hyperlink Publishing Service by filling out the registration form on the Website.

To apply for the Hyperlink Library, you must fill out a form with a description of Online Radio in at least 400 characters, with the following mandatory content:

* when the radio started,
* who founded it,
* where it can be taken,
* which age group is the target audience,
* what is the music palette of the radio,
* what programs can be heard on it,
* other information deemed useful by Online Radio.

When submitting the form filled out on the Website, Online Radio must declare by ticking the box that it recognizes the application of these GTC as binding on itself.

After that, the Service Provider sends confirmation to Online Radio within 15 days about the availability of the Hyperlink Publishing Service.

The registration form is considered an offer according to the Civil Code, upon acceptance of which a service contract according to these GTC is created with the confirmation sent back by the Service Provider.

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

Online Radio's offer binding period is 15 days, if confirmation is not made within this period, Online Radio is released from its offer binding.

If the Service Provider communicates individual conditions to Online Radio instead of confirming the registration, it is considered a repeated offer, to which the Service Provider is bound for 15 days.

If Online Radio accepts the conditions, the contract will enter into force with that content from the day after the confirmation.

In the case of ordering the Featured Position Service, the Service Provider informs Online Radio of the conditions for concluding the Individual Service Agreement. If the conditions are accepted, the Service Provider will send the draft of the Service Agreement to Online Radio, which the Parties will sign electronically or by hand on paper.

Regarding the Premium Partner Service, the Parties - on the basis of the conditions contained in these GTC - agree on a Individual Service Agreement indicating the additional services and functions, as well as regarding the use of intellectual property rights (trademark, copyright and neighbouring works).

**Duration of the Service Agreement:**

The Service Agreement for the Hyperlink Publishing Service and the Featured Position Service is established for 30 days.

With regard to the Premium Partner Service, the Individual Service Contract is created for an indefinite period of time, unless otherwise stipulated.

**Amendment of the Service Agreement**

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

In the absence of the Individual Service Agreement, the modification of the Service Agreement is only valid if the User's request for amendment sent by e-mail has been confirmed by e-mail by the Service Provider.

**The date of the amendment is the date of confirmation by the Service Provider.**

The Service Provider has the right to unilaterally amend the provisions of these GTC, of which Online Radio must be informed by e-mail at least 30 (thirty) days before the amendment takes effect. If the amendment to the GTC modifies the conditions set out in the GTC or the Service Agreement to the disadvantage of the User, the User has the right to terminate the Service Agreement by notifying the Service Provider of the effective date of the amended GTC by e-mail, which notification must be sent to the Service Provider no later than 15 days before the amendment enters into force. to arrive. Late termination is void.

**Termination of the Service Agreement**

The Parties may terminate the Service Agreement at any time by mutual agreement. Due to the party's behaviour in serious breach of contract, the other party may terminate the Service Agreement with immediate effect. A serious breach of contract is considered to be in particular a breach of the obligation to cooperate, to communicate obstacles and to maintain confidentiality, or if, in the event of a breach of contract by the user, the service provider does not restore the contractual status within 5 (five) days of the notification being sent, despite the written notice sent by e-mail.

Online Radio or the Service Provider cannot be terminated with immediate effect if the late performance, faulty performance or failure is the result of force majeure. From the point of view of the interpretation of this point, force majeure refers to cases that occur outside the will of the Party and unforeseeable at the time of the conclusion of the contract (in particular, a strike, war or revolution, fire, flood, epidemic, quarantine restrictions or unavoidable external events related to the operation of the Internet reason, e.g. hacker attack, system or program error, etc.). Force majeure must be directly related to the activities of the party invoking it and the breach of contract that occurred. A party may only invoke force majeure if it notifies the other party by e-mail of the fact, reason and likely duration of the force majeure. Any withdrawal or termination communicated differently from the above is considered illegal and entails the legal consequences specified in these GTC and the legislation. Unlawful termination is also considered if either party abandons the performance of the Service Agreement - without having the right to do so - or makes performance impossible.

**13. LIABILITY RULES**

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

The Service Provider declares and guarantees that it is entitled to enter into contracts, acquire rights and assume obligations regarding the Services specified in the Service Agreement.

The Service Provider undertakes to make the embedded hyperlink to the Online Radio Media Content available on the Website during the term of the Agreement, in accordance with the provisions of the Service Agreement.

The Service Provider is solely responsible for the veracity of the data and statement it provides.

When making the hyperlink of the Online Radio Media Content available on the Website, it is not the Service Provider's responsibility to comply with the legal requirements applicable to the media provider or the publisher of the media content.

The Service Provider is not responsible for damage to Online Radio or third parties as a result of the deletion of Online Radio's hyperlink in accordance with the GTC.

The Service Provider makes every effort to ensure the accuracy of the materials on the Website and to avoid confusion. The Service Provider is not responsible for any direct (e.g. computer failure) or indirect (e.g. lost profit) damages resulting from inaccurate information, confusion, unavailability of the site or other events. The Service Provider does not assume responsibility for events that prevent performance that occur due to the specific nature of the Internet (especially traffic, technical, or other conditions occurring on the Internet network that are associated with the operation of the Internet).

The Service Provider does not exercise control over the websites of third parties and assumes no responsibility for their content, accuracy and operation.

The Service Provider fully excludes all liability in the event that the Online Radio Media Content made available in the Online Radio Hyperlink library does not or does not fully comply with the applicable legislation.

The Service Provider is not responsible for any direct or indirect damages caused in connection with services, with the provision that this limitation of liability does not apply in the event of a breach of contract that is intentionally caused and damages life, limb, or health.

The Service Provider is under no general obligation to monitor the information it transmits or stores, or to actively seek to uncover facts or circumstances indicating illegal activity.

**Online Radio's responsibility**

By initiating the conclusion of the Service Agreement (sending the registration form), Online Radio declares and guarantees that it is entitled to enter into contracts, acquire rights, and undertake obligations regarding the services specified in the agreement.

Online Radio also guarantees that it only initiates the placement of hyperlinks to Online Radio Media Content on the Website, for which it itself or the legal entity it represents has the licenses required by law, and in connection with which - if the owner of the content is not itself - the right holder obtained the necessary permits.

Online Radio is exclusively and to an unlimited extent responsible for Online Radio Media Content, its authenticity and compliance with legislation (including, in particular, any legal provisions relating to economic advertising activity, copyright, neighbouring rights, and the protection of personal rights).

Online Radio is responsible for the content of the text, film, image, and music appearing in the Online Radio Media Content, as well as for their technical design.

Online Radio is responsible for, guarantees and guarantees the legal integrity of the Online Radio Media Content, i.e. the text, photos, graphics, images, music, etc. used in the Online Radio Media Content. The copyright holders of the materials have consented to the use of the given recordings.

Online Radio is solely responsible for the veracity of the data and declarations it provides.

Online Radio is solely, absolutely and without limitation in respect of any indirect or direct damages or other claims asserted by a third party in connection with the provisions of this clause.

If the Service Provider, as the operator of the Website, is condemned by an authority or a court in connection with the Service and the Online Radio Media Content, the Service Provider shall enforce all adverse legal consequences, especially the full damage caused to the Service Provider as a result of the condemnation, against Online Radio or those jointly liable with it. Online Radio is responsible for all adverse legal consequences related to Online Radio Media content. Accordingly, the Service Provider shall transfer the total amount of property and non-property damage caused to the Service Provider as a result of the violation within 5 (five) working days of the Service Provider's notice to the bank account number designated by the Service Provider.

**15. NOTIFICATION AND REMOVAL PROCEDURE, REMOVAL OF VIOLATING CONTENT**

If the Online Radio or any other rights holder feels that the information made available by the Service Provider is aggrieved by its copyright, performance, audio recording, program, audiovisual work, database, as well as its exclusive rights defined in the Trademark Law, resulting from trademark protection, then Ekertv. You can initiate the notification and removal procedure contained in § 13. In this context, you can request the Service Provider to remove the information (including the hyperlink) that violates your rights with a notification contained in a private or public document with full evidential force.

The notification must include:

a) specifying the subject of the grievance and the facts that make the infringement likely,

b) data necessary to identify information with infringing content,

c) the name, address and registered office, telephone number and electronic mail address of the beneficiary.

The Parties consider a faithful copy of a written private document addressed to them or to a third party as effective written communication, as well as communication made electronically, if the recipient confirms its arrival electronically. In this case, the Parties are obliged to confirm the arrival of electronic messages from each other.

Within 12 hours of receiving the notification - in addition to informing the user providing information that violates the rights of the right holder (hereinafter: affected user) in writing within 3 working days - the Service Provider is obliged to take measures to prevent access to the information indicated in the notification or to remove the information, and to indicate how the removal was based on the notification of the person alleging a violation of law.

The Service Provider is not responsible for the effective implementation of the removal of the relevant information or the non-provision of access to it, if it acted in good faith in accordance with the provisions of the Ekertv. during the removal or non-provision of access.

In other respects, the Parties to the procedure are Ekertv. its provisions are used.

**16. CONTACT**

With regard to their mutual relations, the Parties expressly accept that the form of electronic correspondence (e-mail) corresponds to the official communication between the Parties. The long-term storage of transmitted information is the responsibility of both parties. The Service Provider assumes no responsibility for damages resulting from a change in the User's e-mail address or any other technical errors. The User must notify the Service Provider of these changes/operational errors as soon as possible.

The parties consider written messages sent electronically (e-mail) as regular written communication. In case of doubt, the sending party bears the burden of proving that the message was sent to the other party. In the case of e-mail, the sending of the message can be proven by a delivery confirmation or by a response message to the e-mail. In the absence of these, the e-mail message shall be considered delivered within 48 (forty-eight) hours after its sending.

By including the e-mail address(es) published on Online Radio's website in the drop-down address list, the Service Provider enables Users to contact Online Radio directly from the Service Provider's interface on its contact interface.

The Service Provider ensures that a User can send a limited number of emails for a given period of time to Online Radio and applies appropriate technical measures to ensure that the e-mail address is not used for spamming.

**17. OTHER PROVISIONS**

**Application store policies**

The Website application for mobile devices can be downloaded from the Apple App Store or the Google Play application store. The general terms and conditions for the Apple App Store web store are available via the following link:

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

The general terms and conditions for the use of the Google Play web store are available via the following link:

https://play. google.com/intl/hu\_hu/about/play-terms.html

The Service Provider has no influence on the policies and operation of the Apple App Store and Google Play. The service provider bears no responsibility in relation to the fact that, if there are any changes in relation to the above applications, it is the responsibility of Online Radio to monitor them.

**Confidentiality obligation**

All data, facts or information concerning the management and administration of the other party that came to the attention of the parties during the conclusion and performance of the Service Agreement, as well as all data that the parties marked as secret or equivalent, and all the other party's with respect to data that is considered a business secret and belongs to a legitimate business interest of a party, the parties are obliged to maintain confidentiality in accordance with the relevant legislation, and they are obliged to treat such data as a secret.

The parties undertake to treat all non-public data and information that they have come to know in connection with the other party's activities as business secrets and confidential, and they also mutually acknowledge that they are only entitled to disclose them to a third party based on the prior written consent of the other party. The obligation of confidentiality does not apply to their own chief executive officer, members of the supervisory board, shareholders/members, as well as their financial manager, accountant, auditor, external advisers, financing credit institution, and persons involved in the fulfilment of the Service Agreement and its control. The confidentiality obligation does not apply to use in judicial proceedings and other official proceedings (in this case based on official regulations) due to civil law claims arising from the contractual relationship.

The above obligation of confidentiality shall be imposed on the Parties during the term of the service relationship and after its termination, for 2 years from the date of termination.

The parties state that if either Party causes damage to the other Party by breaching the confidentiality obligation, it is obliged to compensate the other Party.

**Data processing for contacts**

The parties state that during the conclusion and performance of the Service Agreement, the personal data of their natural person employees, company representatives, contributors, and contacts (hereinafter collectively: "Contributors") will be disclosed in connection with the Service Agreement, in view of which the Parties inform each other that with this Service Agreement in this context, personal data provided by the other Party regarding the Contributors of the other Party are processed.

The Service Provider has published its detailed privacy policy on the Website:

https://myonlineradio.de/public/docs/privacy-policy/de\_DE/de.docx.

In relation to this contract, the Parties comply with the Civil Code. The application of § (5) 6:63 is excluded.

Accordingly, the customs which the parties have agreed to apply in their previous business relationship, the practices which they have developed between themselves, and the customs which are widely known and regularly applied by the subjects of the similar type of contract in the given business do not become the content of the Service Agreement.

**Partial invalidity**

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

**FINAL PROVISIONS**

In matters not regulated in these GTC, Hungarian law, in particular the applicable provisions of the relevant legislation defined in these GTC, shall govern.

The parties declare that they will try to resolve any disputes through negotiations. If this does not lead to a result, the Parties will submit themselves to the decision of the competent court according to the Hungarian Civil Procedure Act.

The Parties declare that they entered into their contract after due consideration, assuming the risk of a possible mistake, and in view of this, they are not entitled to challenge their legal declaration on the basis of a mistake. The Parties exclude the possibility of challenging the Service Agreement on the grounds of a striking disproportion of value.

The relevant parts of these General Terms and Conditions enter into force with the announcement for an indefinite period of time.

07.02.2023.