

LICENSE AGREEMENT AND TERMS OF SERVICE

Last updated: May 2026

Red Blu Digital Advertising UG

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Premise

Red Blu Digital Advertising UG develops and manages technologies, services and applications designed to allow users to win products and services provided by Companies for promotional and advertising purposes free of charge.

These License Conditions (hereinafter "Conditions" or "Agreement") govern the use of the online advertising platform **ADPRODEX** and the connected mobile application **Tyche**, provided by Red Blu Digital Advertising UG.

Legal Clarification (Country of Origin Principle)

Red Blu Digital Advertising UG has its registered office in Germany. Pursuant to the European E-Commerce Directive (2000/31/EC) and the country-of-origin principle, services provided online follow the regulations in force in the Federal Republic of Germany (State of establishment of the provider). Therefore, no prior administrative fulfillments, registrations or deposits of guarantees with local national authorities in the Client's country of residence are required, as the promotional activity and the platform are governed by German law. Local national authorities maintain supervision solely for the protection of consumers.

Registration on the platform, use of self-service advertising Services, and access to the administration area (Backend) are governed by this Agreement. By registering or using the Services, the Company fully accepts these conditions.

1. The Agreement and Companies' Account

1.1. Registration, Access and Acceptance of Conditions

Company registration on **ADPRODEX** and access to the Backend Area are free. During the registration process, the Company's representative is required to view all contractual and information documents (Privacy Policy, Cookie Policy, Legal Notice and these Terms and Conditions), explicitly confirming their reading, understanding and full acceptance through the appropriate checkboxes. By clicking on "Register Company" (or similar), the user enters into a legally binding contract with Red Blu Digital Advertising UG (even if acting on behalf of a legal entity). The Agreement can be terminated at any time by closing the account and ceasing to use the platform.

1.2. Promotional Services and Guarantee Security Deposit

The Services allow Companies to create and publish interactive advertisements and promotions (referred to as "Cards" or "Games") to make products and services available, visible on the **Tyche** App exclusively to registered users. In order to activate and publish a promotion making products and services available, the Company is obliged to establish a **Guarantee Deposit** in advance. An amount equal to the value of the products and services of active campaigns will be temporarily **blocked** from the security deposit to protect

users. The purchase of promotional clicks and the management of the deposit take place through the Backend area by inserting a valid credit or debit card.

1.3. Contractual Changes

Red Blu Digital Advertising UG reserves the right to modify these Conditions, the Privacy Policy and the Cookie Policy. In the event of material changes, Companies will be informed through the platform or via email before the changes become effective. Changes are never retroactive. By continuing to use the Services after the changes take effect, they will be considered accepted.

2. Obligations of Companies

2.1. Eligibility Requirements

Access to the Services is reserved exclusively for entities who are at least 18 years of age and possess full legal capacity to enter into binding contracts. Each company can register a single account, which must refer to real and verifiable data. Creating accounts with false information constitutes a violation of this Agreement.

2.2. Account Management and Security

The Company is responsible for the confidentiality of access credentials (Username and Password) and is liable for any activity carried out through its account. It undertakes to promptly report any unauthorized use or security breach to Red Blu Digital Advertising UG.

2.3. Payments, Purchases and Guarantee Deposit

The purchase of advertising clicks and the establishment of the guarantee deposit involve the payment of the chosen amounts and applicable taxes.

- The Company authorizes the storage of its payment method to purchase clicks and integrate the guarantee deposit for products and services.
- The blocking of sums from the Guarantee Deposit (blocked guarantee) occurs exclusively upon publication of the individual campaigns (Cards/Games) and is calculated on the value of the products/services offered. This blocked amount cannot be withdrawn until they are properly delivered.
- The Company has the right to withdraw or request a refund (in whole or in part) of its guarantee deposit at any time, provided it is not associated with published and active campaigns. If the Company performs a withdrawal of funds that reduces the deposit below the total value required by the published campaigns, this will result in the immediate and automatic removal or suspension (in whole or in part) of the affected Cards/Games from the platform.
- Once the user has confirmed the correct receipt of the product or service, the corresponding guarantee quota is unblocked. In case of disputes or non-delivery, Red Blu Digital Advertising UG will use the blocked quota to provide the product or service or compensate the user.
- Purchase invoices and security deposit balance summaries are available in the Backend under "Payments".

2.4. Personal Data Processing (GDPR)

Personal data provided by Companies and collected for the provision of the Services are processed in accordance with the General Data Protection Regulation (GDPR - Regulation EU 2016/679). For residents within the European Economic Area (EEA) and Switzerland, the Data Controller is Red Blu Digital Advertising UG.

2.5. Sharing and Published Contents

Information, logos, brands, videos or links published by the Company will be visible to users of the **Tyche**

App and third parties. The Company guarantees that it owns all intellectual property rights and necessary authorizations for the uploaded content. Red Blu Digital Advertising UG reserves the right to moderate, suspend or remove content that violates the law or the rights of third parties, at its sole discretion.

3. License Rights and Limitations

3.1. License on Company Content and Promotional Use of Brands (Co-Marketing)

The Company retains ownership of the uploaded content (trademarks, logos, images), but grants Red Blu Digital Advertising UG a non-exclusive, transferable, sub-licensable and free license to use, reproduce, adapt (e.g. layout resizing), distribute and publish such materials within the **ADPRODEX** platform and the **Tyche** App for the sole purpose of providing the advertising service.

Furthermore, the Company expressly authorizes Red Blu Digital Advertising UG to use, publish and communicate its corporate name, trademark and logo for promotional, marketing and public relations purposes (for example by indicating the Company as an official partner or client of ADPRODEX on websites, sales brochures, corporate presentations, press releases and social channels). This authorization is granted completely free of charge and without time limits, unless express written revocation is sent by the Company, which will lead to the removal of references from digital channels within the necessary technical times.

3.2. Red Blu Intellectual Property

All intellectual property rights relating to the **ADPRODEX** platform, the **Tyche** App, software, logos and related technologies remain the exclusive property of Red Blu Digital Advertising UG.

4. Limitation of Liability

4.1. Warranty Disclaimer

The Services are provided "as is" and "as available". To the extent permitted by law, Red Blu Digital Advertising UG does not guarantee that the services will be provided uninterrupted or error-free.

4.2. Limits of Liability (in accordance with the German Civil Code - BGB)

Red Blu Digital Advertising UG is liable without limitation in case of intent (Vorsatz), gross negligence (grobe Fahrlässigkeit), injury to life, body or health, or for violation of product liability regulations. In case of slight negligence (leichte Fahrlässigkeit), Red Blu is only liable for the breach of an essential contractual obligation (Kardinalpflicht). In this case, liability is limited to the typical and foreseeable damage at the time the contract was concluded. Except as indicated above, any further liability for indirect damages, loss of profit, loss of data or image damage is excluded. The total liability for any other contractual claim is in any case limited to a maximum of EUR 1,000.

5. Termination of the Agreement

Either party may terminate this Agreement at any time. Upon termination, the Company will lose access to the Backend and the visibility of its campaigns. Payment obligations accrued before the termination date remain unaffected.

6. Applicable Law and Jurisdiction

Without prejudice to mandatory consumer protection regulations (where applicable):

- For all disputes arising from this Agreement or the use of the Services between Red Blu Digital Advertising UG and the Company, the law of the Federal Republic of Germany applies exclusively.
- The exclusive place of jurisdiction for any dispute is the District Court of Munich (München), Germany.

7. Permitted and Prohibited Activities

The Company undertakes to use the platform in accordance with the law. It is strictly prohibited to:

- Use bots, spiders or automated systems to access the platform or extract data (scraping).
- Upload malware, viruses or harmful code.
- Reverse engineer the source code of **ADPRODEX** or the **Tyche** App.
- Promote illegal, deceptive or contrary to public order activities.

8. Contacts

For any legal communication or support request, the Company can contact Red Blu Digital Advertising UG via the contact form in the Backend of the site or at the email address: info@redblu.net.