

ONLINE CONTRACT AND TERMS OF SERVICE FOR COMPANIES

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Red Blu Digital Advertising UG

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B2B FRAMEWORK AND COUNTRY OF ORIGIN PRINCIPLE

This Agreement is concluded exclusively between Red Blu Digital Advertising UG and the business partner (hereinafter "Company"), acting in the exercise of its commercial, industrial, craft or professional activity. Consumer protection regulations (B2C) do not apply.

Pursuant to the European E-Commerce Directive (2000/31/CE), the services of the platform are regulated by the law of the member State of establishment of the provider (Federal Republic of Germany). Consequently, the promotional and advertising activity for the provision of free products or services to users of the Tyche App is governed by German laws and is not subject to prior fulfillments with ministries or local authorities of the Company's country of establishment (for example, the Italian regulation ex MISE/MIMIT on sweepstakes/prize contests).

1. SUBJECT OF THE CONTRACT

This Agreement governs the conditions of use of the online advertising platform **ADPRODEX** and the connected mobile application **Tyche** by Companies that intend to promote their business, brands, products and services by publishing interactive campaigns aimed at distributing their products or services free of charge to registered users of the platform.

2. REGISTRATION AND ACCESS METHODS

The Company registers by filling in the digital form on the portal. During registration, the representative of the Company declares that they are of legal age and possess the necessary powers of representation. To complete the registration, it is mandatory to view and expressly accept, by checking the relative checkboxes, this Agreement, the License Conditions, the Privacy Policy and the Cookie Policy. Access is reserved exclusively for sole proprietorships, professionals or legally registered entities.

3. METHODS OF PARTICIPATION AND GUARANTEE DEPOSIT

The Company can use the promotional services of the platform in the following ways:

- By creating promotional Cards ("Games") to distribute their products or services free of charge to users for promotional and marketing purposes.
- By establishing in advance a non-interest-bearing ****Guarantee Deposit**** to guarantee the actual supply of the products or services published in active campaigns.
- By purchasing promotional click packages starting from a minimum amount of €10.

4. OPERATION AND CHARGING OF CLICKS (COST PER CLICK)

The promotional service is based on the Cost per Click (CPC) model. Each click directed to the Company's profile or its Games has a cost of €0.10 (ten cents of a euro), net of any applicable taxes. The click is considered valid and is charged the moment the Tyche App user interacts with the Company's advertisement or card, regardless of the user's subsequent behavior or transactions.

5. PRODUCTS/SERVICES MADE AVAILABLE AND DELIVERY

The Company is solely responsible for the availability, quality, legal compliance and truthfulness of the products or services offered through the platform.

- Upon publication and activation of an advertising campaign, an amount equal to the total value of the products/services offered is temporarily blocked (**blocked guarantee**) within the Company's Guarantee Deposit.
- The Company solemnly undertakes to deliver or provide the product or service to the winning user no later than 10 working days from the notification of assignment.
- Once the user has confirmed receipt of the product or service, the corresponding guarantee quota is unblocked.
- Non-delivery, unjustified delay or insufficient funds in the Guarantee Deposit will result in the immediate suspension of all active advertising campaigns. In case of non-delivery or unresolved dispute, Red Blu reserves the right to retain and use the blocked quota of the guarantee deposit to provide the product/service to the user or compensate them, also proceeding with the permanent exclusion of the Company from the platform.

6. MANAGEMENT OF CAMPAIGNS AND PROFILE

The Company can independently manage from its Backend control panel:

- The activation, modification, temporary deactivation or removal of its company profiles and related Games/products offered.
- The release and refund (in whole or in part) of the sums deposited as guarantee, provided they are not linked to active campaigns or campaigns in the process of delivery. The request to release sums necessary to cover active campaigns will result in the immediate and automatic removal or suspension, in whole or in part, of the related published content.

7. DATA ACCESS AND PROCESSING (GDPR)

The Company can access statistical and contact data of users (clicks received, products/services assigned, user data for shipping) exclusively for operational purposes and fulfillment of the service (shipping and supply of products/services). The Company undertakes to process such data as an independent data controller in full compliance with Regulation EU 2016/679 (GDPR), committing not to disclose them or use them for spam or unauthorized marketing purposes.

8. LIABILITY AND CONDUCT OF THE COMPANY

The Company guarantees that the graphic content, trademarks, texts and links uploaded to the platform:

- Do not violate laws, intellectual property rights or third-party trademarks.
- Do not contain offensive, discriminatory, misleading, pornographic material or material contrary to public order.
- Comply with the platform's editorial guidelines and advertising policies.

Red Blu Digital Advertising UG reserves the right to suspend or remove any non-compliant content, and to disable the Company's account in the most serious cases, without prior notice.

9. TRADEMARK, INTELLECTUAL PROPERTY AND PROMOTIONAL USE (CO-MARKETING)

The **ADPRODEX** platform, the **Tyche** application and all related intellectual property rights are the exclusive property of Red Blu Digital Advertising UG. The Company acquires no rights over them.

Furthermore, the Company grants Red Blu Digital Advertising UG the free right to use its logo, trademark and commercial name for promotional purposes of the platform (co-marketing), such as indicating the Company among the partners or clients on the ADPRODEX portal, presentations, brochures or social channels, unless express written revocation is sent.

10. LIMITATION OF LIABILITY (BGB COMPLIANCE)

Red Blu Digital Advertising UG is liable exclusively for intent or gross negligence and for damage to life, physical integrity or health in accordance with the German Civil Code (BGB). In case of slight negligence for breach of cardinal contractual obligations, liability is limited to the typical and foreseeable damage at the time the Contract was signed. Any liability for loss of profit, business interruption or indirect damages suffered by the Company is excluded. Total liability for other claims is in any case limited to a maximum of EUR 1,000.

11. CONTRACTUAL CHANGES

Red Blu reserves the right to update this Contract at any time to adapt it to technical or regulatory changes. The Company will be informed via email or notice in the administration panel. Continued use of the platform after the effective date of the changes constitutes full acceptance of them.

12. APPLICABLE LAW AND JURISDICTION

This Contract is governed exclusively by the law of the Federal Republic of Germany. For any dispute arising from the interpretation or execution of this contract between Red Blu Digital Advertising UG and the Company, the exclusive place of jurisdiction is the District Court of Munich (München), Germany.