

## GENERAL TERMS AND CONDITIONS of the web portal [www.kuplio.com](http://www.kuplio.com)

The operator of the web portal [www.kuplio.com](http://www.kuplio.com) is:

Business name: **KUPLIO, s.r.o.**  
Registered office: **Ľ. Fullu 9A, Bratislava – mestská časť Karlova Ves 841 05**  
Identification No.: **52 966 852**  
VAT ID: **SK2121258953**  
Registration: **Commercial Register, Bratislava III Municipal Court, Section: Sro,  
File No.: 144476/B**  
Email: [lauko@balikplus.sk](mailto:lauko@balikplus.sk)

### 1 DEFINITIONS

1.1 The following definitions are used herein:

<b>Affiliate fee</b>	the fee a Company pays to the Advertiser based on the valid price list published in the partner zone on the Portal.
<b>GDPR</b>	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
<b>Incident</b>	an unexpected event that interferes with the normal operation of the Portal or any malfunction involving a Coupon, Discount, or Sale published on the Portal.
<b>Coupon</b>	a discount code that grants the User a discount when purchasing goods or services from an Advertiser when they meet the Advertiser's conditions.
<b>Manual</b>	the manual regulating the graphic and content specification of the materials that the Advertisers provide to the Company for the purpose of providing the Services.
<b>Order</b>	a written expression of the intent of an Advertiser to order a Service and which is addressed to the Company.
<b>Advertiser</b>	a merchant who (i) advertises its services or goods on the Portal, (ii) publishes its Coupons, Discounts or Sales on the Portal; or (iii) provides the Company with advertising space for the publication of Coupons, Discounts or Sales of other Advertisers.
<b>Partner Program</b>	the program in which the Company rewards the Advertiser with a fee for each redirection of a customer to another Advertiser's website after clicking on Coupons, Discounts or Sales that the Advertiser has placed in their shopping cart.
<b>Terms and Conditions</b>	these general terms and conditions concerning provisioning of the Service through or in connection with the Portal.
<b>Terms and Conditions of Personal Data Processing</b>	the personal data protection policy available on the Portal in the Terms and Conditions of Personal Data Processing section, and through which the Company fulfils its duty to inform under Articles 13 and 14 GDPR.

<b>Fees</b>	fees for providing the Services which an Advertiser shall pay the Company based on the valid price list published in the partner zone on the Portal or which the Parties specify directly in an Order.
<b>Portal</b>	the website <a href="https://www.kuplio.com">https://www.kuplio.com</a> , through which Users can search for and use Coupons, Discounts or Sales published on the Portal by Advertisers or the Company.
<b>User</b>	every individual visitor to the Portal.
<b>Registration</b>	an Advertiser's registration in the partner zone on the Portal for the purposes of provisioning of the PPC Service or the Partner Program.
<b>PPC Service</b>	a service the Company provides to an Advertiser whereby the Advertiser pays the Company a fee for every visitor to the Portal redirected to the Advertiser's website after clicking on a Coupon, Discount or Sale published on the Portal.
<b>Advertising Package Service</b>	advertising service provided by the Company to the Advertiser based on an Order. As part of this service, the Parties agree on the specific content of the advertising package, which may include, for example, the publication of a banner on the main page of the Portal, the publication of a Coupon on the main page of the Portal, the display of a banner in the newsletter, the publication of a post on the Company's social networks and other options.
<b>Services</b>	the PPC Service or Advertising Package Service which the Company provides through the Portal.
<b>Company</b>	KUPLIO, s.r.o., with registered office at Ľ. Fullu 9A, Bratislava – mestská časť Karlova Ves 841 05, Identification number: 52 966 852, registered in the Commercial Register, Bratislava III Municipal Court, Section: Sro, File No.: 144476/B, which is the operator of the Portal.
<b>Parties</b>	refers to the Advertiser and the Company.
<b>Sale</b>	a percentage reduction in the price of goods or services by the Advertiser, especially at the end of their sale, which the User can use if the Advertiser's conditions are met.
<b>Discount</b>	a percentage reduction in the price of the Advertiser's goods or services, which the User can take advantage of when purchasing from the Advertiser.
<b>Agreement</b>	a service level agreement covering the provisioning of a specific Service.
<b>Cooperation Agreement</b>	the agreement governing the conditions and rules of the Partner Program.

## 2 GENERAL PROVISIONS

- 2.1 These Terms and Conditions stipulate the conditions and rules for provision of Services through the Portal and the rules of the Partner Program.
- 2.2 An Advertiser shall review the Terms and Conditions prior to sending a binding Order or before completing Registration. The Advertiser agrees to the Terms and Conditions by sending an Order or successfully completing Registration on the Portal.

- 2.3 The Provider provisions the Service or Partner Program to an Advertiser as specified herein.
- 2.4 Upon conclusion of an Agreement or Cooperation Agreement under the terms hereof, these Terms and Conditions form an integral part thereof and are binding in full for the Parties, in their updated version, unless the Parties agree otherwise.
- 2.5 The Provisions of an Agreement or Cooperation Agreement take priority over the provisions hereof. The provisions hereof have priority over the provisions of any of the Advertiser's general terms and conditions.
- 2.6 When provisioning the Services, the Company is not responsible for any increase in the Advertiser's goods or services, to which the Advertisers expressly agree by accepting these Terms and Conditions.

### **3 PROVISION OF THE PPC SERVICE**

- 3.1 When provisioning the PPC Service, the Advertiser pays the Company a fee for every visitor to the Portal redirected to the Advertiser's website after clicking on a Coupon, Discount or Sale published on the Portal.
- 3.2 Successful Registration is a condition for provisioning the PPC Service. An Advertiser completes Registration in the "Add a store" section, in which the Advertiser is obliged to fill in all mandatory data, in particular (i) the company's business name, legal form, registered office, state, ID number, information on whether it is a VAT payer, (ii) the Advertiser's contact person in the scope of name, surname, mobile phone and email, (iii) the Advertiser's login data in the scope of email and password, and (iv) information about the Advertiser's e-shop. After sending the registration form, the Advertiser must activate its account by confirming the activation email that was sent to the email address specified by the Advertiser in the registration form.
- 3.3 When using the PPC Service, the Advertiser can choose either the basic program in the partner zone, in which its Coupons, Discounts and Sales will be displayed in standard positions, or the premium program, in which its Coupons, Discounts and Sales will be displayed in more visible positions. The Fee for every click depends on the program selected by the Advertiser in the partner zone. Fees per click are higher if the Advertiser chooses a premium program.
- 3.4 An Agreement is only concluded when a Company's Registration is approved.
- 3.5 The Advertiser undertakes to provide true, complete and accurate data during Registration and to notify the Company in writing of any changes to the data provided during Registration.
- 3.6 The Advertiser commits to pay the Fees to the Company before the Service is provided. Fees are paid from credit on the Advertiser's account, which may be topped up in a minimum amount of €50. An Advertiser may request the Company top up credit via their account or by sending an email to the Company. The Company shall confirm receipt of a request to top up credit to the Advertiser via email. A pro-forma invoice with payment instructions is attached to the notification email. Once funds are received on the Company's account, the Company shall promptly issue and send the Advertiser an invoice to its email address, to which the Advertisers expressly agree by accepting these Terms and Conditions.
- 3.7 The Company provides the PPC Service to an Advertiser until the credit on the Advertiser's account is exhausted. The Company shall notify the Advertiser in writing of the need to top up credit on their account if the Advertiser's account credit drops to €10.
- 3.8 Fees are considered paid on the date the corresponding funds are credited to the Company's bank account.
- 3.9 The Advertiser acknowledges and agrees that if the credit on its account is exhausted, the Company may withdraw all the Advertiser's Coupons, Discounts and Sales from the Portal.

- 3.10 The Advertiser shall upload its Coupons, Discounts or Sales in the partner zone, which are then published on the Portal after approval by the Company. The Parties may agree that the Company shall secure the creation and publication of Coupons, Discounts or Sales for the Advertiser if the Advertiser has published information on available Coupons, Discounts or Sales on its own website.
- 3.11 The Company may refuse to publish Coupons, Discounts or Sales if their content, form or required execution, in the opinion of the Company, may violate generally binding legal regulations, good morals, legitimate interests of the Company or damage the legitimate interests of third parties.
- 3.12 The Company commits to provide the PPC Service without any undue delay, and within 5 days at the latest from the cumulative fulfilment of the Advertiser's obligations under Articles 3.6 and 3.10 herein.
- 3.13 An Agreement is concluded for an open-ended period and every Party has the right to terminate it at any time, without providing a reason, effective on the date of its termination delivered in writing to the other Party. If the Advertiser requests termination of the Agreement without a legal reason, it loses the right to payment of the balance that the Company registers on the Advertiser's account.

#### **4 PROVISION OF THE ADVERTISING PACKAGE SERVICE**

- 4.1 An Advertiser may request provision of the Advertising Package Service from the Company through the Portal in the "Advertising on Kuplio.com" section or by using the contact form published on the Portal or via email.
- 4.2 Based on such request, the Company shall prepare a custom tailored offer with the specification and unit price of individual components of such advertising package services. After approval of this offer by the Advertiser, the Company shall send the Advertiser an Order form, via which the Advertiser may order a specific Advertising Package Service per the prepared offer.
- 4.3 The Advertiser shall send the signed Order electronically to the Company's email address. A sent Order is binding for the Advertiser and is considered a confirmation of the proposal to conclude the Agreement. The Agreement is considered to be validly concluded upon delivery of the signed Order to the Company's email address.
- 4.4 Such order must contain:
- 4.4.1 identification of the Advertiser in the following scope: business name, registered office/place of business, ID number, tax ID, VAT ID and email address of the Advertiser;
  - 4.4.2 identification of the person authorised to act on behalf of or for the Advertiser;
  - 4.4.3 specification of the advertising package service;
  - 4.4.4 term and duration of the Service;
  - 4.4.5 date of delivery of supporting materials;
  - 4.4.6 price per the Company's offer;
  - 4.4.7 content and graphic specification of supporting materials;
  - 4.4.8 the Advertiser's declaration that it has reviewed the Terms and Conditions in the valid and effective version on the Portal and agrees with them without reservation and undertakes to comply with them.
- 4.5 After delivery of the Order, the Company issues a pro-forma invoice to the Advertiser with payment instructions and sends it electronically to the Advertiser's email address. Once funds are received on the Company's account, the Company shall promptly issue and send the Advertiser an invoice to its email address, to which the Advertisers expressly agree by accepting these Terms and Conditions.

- 4.6 The Advertiser commits to pay the Fees to the Company before the provision of the Service itself, in accordance with the payment terms specified in the pro-forma invoice.
- 4.7 Fees are considered paid on the date the corresponding funds are credited to the Company's bank account.
- 4.8 The Advertiser acknowledges and agrees that the Company will only start providing the Services after the Fees have been paid.
- 4.9 The Advertiser commits to provide the Company in accordance with the Manual with all necessary information, materials and specifications regarding the Coupons, Discounts or Sales, in particular the logo, text and conditions of application within a reasonable period of time before the required date of their publication on the Portal. The Company will not be in delay with the publication of Coupons, Discounts or Sales on the Portal, if the Advertiser does not fulfil the obligation to provide the Company with all the information specified in this point, or if the documents/information delivered are not suitable for publication. The Company will notify the Advertiser of inappropriateness or deficiencies in the delivered materials regarding Coupons, Discounts or Sales and will inform them that publication will take place only after they have been removed.
- 4.10 The Agreement is concluded for the period specified in the Order. The Advertiser has the right to withdraw from the Agreement without the obligation to pay a cancellation fee if the withdrawal occurs within 14 or more days before the agreed date of providing the Advertising Package Service. The Advertiser must send written notification of withdrawal from the Agreement to the Company's email address. The legal effects of the withdrawal from the Agreement occur on the day of its delivery to the Company's e-mail address. If the Advertiser withdraws from the Agreement less than 14 days before the agreed date of providing the Advertising Package Service, it commits to pay the Company a cancellation fee (cancellation fee) in the amount of 50% of the total price for the Advertising Package Service (the "**Cancellation Fee**"). The Parties agree the Company may set off the Cancellation Fee from the Advertiser's right to any refund of the price paid for the Advertising Package Service.

## 5 PARTNER PROGRAM CONDITIONS

- 5.1 An Advertiser may contact the Company with a request to join the Partner Program via the Portal in the Forms of Cooperation section during registration by selecting the "I'm interested" box regarding the Partner Program or via their account on the Portal.
- 5.2 Successful Registration is a condition for participation in the Partner Program. Successful Registration results in valid conclusion of the Cooperation Agreement without the need for any specific confirmation from the Company.
- 5.3 Within the Partner Program, the Advertiser shall place their Coupons, Discounts and Sales in their shopping cart. The Company commits to pay the Advertiser an Affiliate Fee in the amount set in the valid price list of the Partner Program for every redirect to the website of another Advertiser after clicking on a Coupon, Discount or Sale placed in their shopping cart. The Company shall credit the Affiliate Fee to the Advertiser by topping up credit on their affiliate account.
- 5.4 The Advertiser may request via email that the Company (i) pay the Affiliate Fee from their account on the Portal if their amount is at least €50 or (ii) transfer the Affiliate Fees from the Advertiser's affiliate account to the Advertiser's credit account.
- 5.5 The Company shall pay the Affiliate Fees to the Advertiser based on an invoice which the Advertiser shall upload via their account in the partner zone. This invoice shall contain all the pertinent details required of an accounting document pursuant to legal regulations with a payment term of 14 days from the date of its uploading in the partner zone. If the invoice lacks the pertinent details required by legal regulations, the payment of such Affiliate Fees shall be

extended until a new invoice free of any such errors or deficiencies is delivered. The Advertiser's entitlement to payment of the Affiliate Fees lapses if the Advertiser does not issue an invoice for payment of the Affiliate Fees within 3 months from the date of the establishment of such entitlement to their payment under Article 5.4 herein. The Company shall delete the received credits from the Advertiser's affiliate account in this instance.

- 5.6 A Cooperation Agreement is concluded for an open-ended period and every Party has the right to terminate it at any time, without providing a reason, effective on the date of its termination delivered in writing to the other Party. If the Advertiser requests termination of the Cooperation Agreement without a legal reason, it loses the right to payment of the balance that the Company registers on the Advertiser's affiliate account.

## **6 RIGHTS AND OBLIGATIONS OF THE ADVERTISER**

- 6.1 The Advertiser declares and commits that it shall not interfere or otherwise violate any intellectual or other rights of any third party in the fulfilment of the Agreement or Cooperation Agreement. If a third party claims any violation or threat to its intellectual property rights against the Company in connection with the publication of any Coupons, Discounts or Sales on the Portal, the Advertiser commits in full to indemnify the Company for any damages (including any expenses and costs, court costs and expenses for legal assistance), which may arise to the Company in connection with a third-party claim. All payments for compensation under this point shall be made by the Advertiser to the Company without undue delay upon the Company's first written request delivered to the Advertiser.
- 6.2 The Advertiser bears sole responsibility for the fact that the content and graphic processing of the Coupons, Discounts or Sales provided to the Company is in accordance with the relevant generally binding legal regulations. The Advertiser commits that the use of the provided materials shall not violate or endanger the rights to trademarks, copyrights or other rights that are subject to intellectual property protection.

## **7 USE OF THE PORTAL**

- 7.1 The Advertiser acknowledges and agrees that the Company shall not be liable in any way for any performance or benefits resulting from or related to the Advertiser's Coupons, Discounts or Sales. The Company is not responsible for the content or veracity of the information provided on the Advertiser's Coupons, Discounts or Sales. Advertisers are solely responsible for the content of this information.
- 7.2 The Coupon, Discount or Sale is applied so that the User is either directly redirected to the Advertiser's website or portal or is provided with a link through which they can reach the Advertiser's website or portal.
- 7.3 The Advertiser commits to refrain from any unauthorised manipulation and handling of the Portal.
- 7.4 The Advertiser is obliged to comply with these Terms and Conditions and applicable laws when using the Portal.
- 7.5 By accepting these Terms and Conditions, the Advertiser grants the Company permission to use the logo, trade name, photographs and any other copyrighted works used on Coupons, Discounts or Sales for the purpose of operating the Portal, providing Services or fulfilling the Company's obligations as defined herein, free of charge.

## **8 PROTECTION OF PORTAL CONTENT**

- 8.1 The content of the Portal is protected by intellectual property rights, in particular by copyright, special rights of the database manufacturer, the right to trade name protection and the right to trademark protection. Any and partial copying, further expansion, processing, publication of any part of the Portal or any extraction or reuse of the content of the Portal without the prior written consent of the Company is prohibited. Without the prior written consent of the Company, any automated retrieval of Coupons, Discounts or Sales or their inclusion in databases of any kind is prohibited.
- 8.2 Unauthorised use of the content of the Portal without the Company's written consent will result in a violation of the Company's copyright and may constitute the crime of copyright infringement pursuant to §283 of Act No. 300/2005 Coll., the Criminal Code, as amended.

## **9 LIABILITY OF THE COMPANY**

- 9.1 The Company does not guarantee the continuous availability of the Portal to the Advertiser. The Advertiser acknowledges that the availability of the Portal may be limited according to the Company's needs, especially in the case of shut downs necessary for carrying out regular updates or improving the functionality of the Portal or other accidental events that occurred without the fault or will of the Company.
- 9.2 The Company undertakes to provide the Advertiser with service services consisting in the resolution of Incidents based on the Advertiser's written notifications. The Advertiser is obliged to notify the Company of an Incident by sending an email to: [info@kuplio.com](mailto:info@kuplio.com). The Company will confirm the Incident notification to the Advertiser, as a rule, within 24 hours from the moment of receipt of the Incident notification. The time to resolve the Incident is determined by the Company depending on the severity of the Incident, which is notified to the Advertiser by email.
- 9.3 The Company is in no way responsible for the content, correctness or completeness of the information stored, obtained, collected or generated by the Advertiser through the Portal.
- 9.4 The Company is only obliged to compensate the damage caused to the Advertiser if the damage was caused by intentional action or negligence.
- 9.5 Indemnification only covers actual damages. The Company is not responsible for any lost profits, indirect or consequential damages.
- 9.6 The Parties have agreed that the Company is obliged to compensate the Advertiser for the incurred damage up to the maximum amount of the Fees that the Advertiser paid to the Company (i) for a specific Order, during the fulfilment of which the damage occurred; or (ii) for the PPC Service, during the provision of which the damage occurred, within 3 months prior to the occurrence of the damage.

## **10 PERSONAL DATA PROTECTION**

- 10.1 When providing the Services and operating the Portal, the Company may process the personal data of the persons concerned who are authorised or authorised to act for or on behalf of the Advertiser. The Company processes personal data in accordance with GDPR and other relevant personal data protection regulations.
- 10.2 A detailed description of how the Company processes and protects Users' personal data is provided in the Terms and Conditions of Personal Data Processing.



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## 11 FINAL PROVISIONS

- 11.1 The Company is authorised to unilaterally amend these Terms and Conditions or replace them in full at any time. The Company shall notify the Advertiser of any changes to the Terms and Conditions by publishing their updated form on the Portal. A change to the Terms and Conditions takes effect on the date of their publication on the Portal.
- 11.2 The Parties agree that any correspondence related to the Agreement or Cooperation Agreement shall be exchanged electronically using the email addresses of the Parties. The Advertiser shall send any correspondence to the Company to [lauko@balikplus.sk](mailto:lauko@balikplus.sk) and the Company shall use the email address provided by the Advertiser during Registration or in an Order. Correspondence shall be considered delivered on the business day after they are sent from the email address of one Party to the email address of the other party, unless the sender receives an automated message that the email was not delivered.
- 11.3 These Terms and Conditions were prepared under and are governed by Slovak law.
- 11.4 The transfer of the Advertisers' rights and obligations from the Agreement or the Cooperation Agreement to a third party is possible only with the prior written consent of the Company.
- 11.5 The current Terms and Conditions are published on the Portal.
- 11.6 All disputes arising from this Agreement or the Cooperation Agreement or related to them (including disputes about non-contractual claims) will be adjudicated in arbitration according to the Rules of Procedure of the Arbitration Court of the Slovak Bar Association.
- 11.7 These Terms and Conditions are valid and enter into force on 1 January 2024.