

## **PUBLO Terms of Service / Effective Date: 16-7-2020**

### **1. INTRODUCTION**

**1.1** The PUBLO platform is operated and controlled by the company under the name "MAX INTERNATIONAL CORPORATION ADVERTISING AND COMMERCIAL SOCIETE ANONYME" and distinctive title "MAX INTERNATIONAL S.A. ", with its seat at 340 Kifissias Ave., Psychiko 15451, Attica with Tax ID 800708354 by the FAE Athens Tax Office and with Commercial Registry ID 137680901000 (hereinafter the "Company").

**1.2** This present sets forth the terms and conditions under which the Company will remotely (through the PUBLO internet platform) provide to the Client distribution, promotion, publication and/or content editing, or marketing services, based on the Client's selection of a certain PUBLO service plan ([Pablo Digital](#) / [Pablo Full 12-month Subscription](#) / [Pablo Full 6-month Subscription](#) / [Pablo International](#) / [Radio Network across Greece](#) / [Facebook Promotion](#) / [Copywriting](#) / [Strategy Support](#)), as such plan is further specified [here](#) and [here](#). The selection of the specific PUBLO service plan is done by creating an account ([here](#)), registering the data requested by the Company and paying the price corresponding to the selected PUBLO service plan.

**1.3** The presentation of PUBLO service plans on the PUBLO Website constitutes an offer by the Company to conclude a services agreement in accordance with the terms and conditions hereof. The creation of an account and payment of the price by the Client (hereinafter "Order") constitutes acceptance of the offer of services by the Company and results to the conclusion of the services agreement between the Company and the Client for the provision of the selected PUBLO services (hereinafter the "Agreement"). It is emphasized that:

1.3.1 The Agreement will consist of the present terms and conditions (hereinafter "PUBLO Terms of Service"), in conjunction with the more specific description of the selected services on the PUBLO Website (including the price [here](#) and [here](#)), the Privacy Policy ([here](#)), Cookies Policy ([here](#)) and Website Terms of Use ([here](#)).

1.3.2 The Order is completed and submitted online by the Client and includes the Client details, the Services, and other information that the Company may request. The submission of the Order is deemed as full acceptance and understanding by the Client of the PUBLO Terms of Service, as in force on the date of the Order submission. If the Client does not agree with any of the PUBLO Terms of Service, the Client must not proceed with the Order. Any different or additional terms communicated unilaterally by the Client to the Company will constitute an unacceptable substantial change of the PUBLO Terms of Service, and therefore will be of no force or effect; the commencement of Services will never be deemed as acceptance of such unilateral terms or conditions.

1.3.3 The effective date of the PUBLO Terms of Service is set out above. The Company has the right to unilaterally modify the PUBLO Terms of Service, such modification(s) to take effect upon their upload on the Website. Obviously, the Agreement [or any subsequent ad hoc written proposal from the Company to the Client ("Proposal")], will continue to be governed by the version of the PUBLO Terms of Service current at the date of entry into force of the Agreement (or the date of the Proposal respectively).

**1.4** "Client" means the natural or legal person who requests access and the provision of certain PUBLO services as part of their professional activity and whose details are filled out in the relevant Account Creation Form (Profile) on the Platform. To avoid any misinterpretation, it is emphasized that the Client, requesting the provision of PUBLO services, acts for reasons that fall within their commercial, business, craft or professional activity and not for covering their own personal or family needs, and therefore the

Client does not have the status of a "consumer" within the meaning of Law 2251/1994, so the provisions related to consumer contracts are not applicable.

#### **1.5 Other definitions.**

1.5.1 "Services": means the services that are included and detailed in the specific PUBLO services plan selected by the Client based on the Client's Order,

1.5.2 "Website": means the website at the link <https://publo.gr/en/>

1.5.3 "PUBLO Platform": means the electronic publicity platform entitled "PUBLO" operating on the Website

1.5.4 "Price": means the amount that the Client agrees to pay to the Company to gain access to the selected Services. The amounts corresponding to each PUBLO service plan and/or the method of Price calculation are presented [here](#)

1.5.5 "Media": means the television stations, radio stations and digital media with which the Company cooperates for the provision of PUBLO services, as specified in the selected PUBLO services plan

1.5.6 "Form": It is the application/form that the Client fills in electronically after the submission of their Order, and by which the Client provides the information necessary for the provision of the Services, such as the marketing brief, the content to be published/distributed, the desired publication time, etc.

## **2. DURATION**

**2.1** The Agreement's effective date is the date of submission of the Order by the Client. The Agreement's duration is fixed and identical to the duration corresponding to the standard PUBLO service plan chosen by the Client, at the expiry of which the Agreement will expire. If the selected PUBLO services plan does not provide for a specific duration (such as in the cases of promotion on Facebook or text drafting), the Agreement will expire upon completion of the Services/delivery of the requested project to the Client.

**2.2** Notwithstanding Section 2.1, the duration of the Agreement will be automatically renewed for equal periods of time if the Client has so chosen in their Order.

## **3. COMPANY RIGHTS & OBLIGATIONS**

**3.1** During the Agreement and in order to submit the Form(s), the Company will provide the Client with access to the Platform (and more specifically to their personal Account /Profile) under an individual and unique Client selected password ("Client Password"), consisting of the Client username and a password. It is the Client's obligation to keep the Client Password secret and to not disclose it to unauthorized third parties. Any information and article communicated to the Company under the personal account - Profile on the Platform, will be deemed by the Company as provided by the Client or on their behalf by any of Client's servant.

**3.2** The Company undertakes no obligation of exclusivity towards the Client and reserves its rights in full to provide services to any third party at the Company's discretion, including to any competitors of the Client.

**3.3** The Company is not obligated to examine the content of the Client's publications and does not bear any responsibility for their content. However, the Company reserves the right to examine the content of the Client's publications, and to prevent the publication of material that is illegal, threatening, abusive, defamatory, offensive, obscene, scandalous, provocative, extortionate, pornographic or otherwise deemed to be breaching the law (including the Greek Code of Advertising and Communication: <http://www.see.gr/%CE%BA%CF%8E%CE%B4%CE%B9%CE%BA%CE%B1%CF%82/>).

Furthermore, in the event that content such as the above comes to the attention of the Company, the latter is entitled to remove it without notice or any other warning, and reserves the right to refuse the provision of services and to terminate the Agreement immediately.

**3.4** The Company assumes the distribution and publication of the Client's content, but under no circumstances does the Company warrant its completeness, comprehensiveness, adequacy and generally its suitability for the purpose that the Client wants to achieve through the relevant distribution /publication. In addition, the Company does not guarantee the quality of the publication or the absence of possible errors or modifications in the details of publication, especially in the times, points and broadcasts, which the Client expressly acknowledges that remain at the sole discretion of the Media. In the event that during the Agreement, it becomes impossible or problematic or otherwise (for reasons not related to the Client's fault) the Company's cooperation with any Media ends, the Company will provide the same publication service to another medium of similar scope and prestige and such action will be the sole responsibility of the Company under said circumstances. Furthermore, the Company does not guarantee that the pages, options, and contents of the Platform will be provided without interruption, without errors or that errors will be corrected in full and/or within a certain time.

**3.5** If the Company fails to perform or breaches its contractual obligations, the Client will be entitled to compensation only for the direct, material damages suffered by the Client as a result of the aforementioned breach of contract by the Company; and such compensation may not exceed an amount equal to the Price or part of the Price already paid to the Company by the Client.

#### **4. CLIENT RIGHTS & OBLIGATIONS**

**4.1** The Client must fulfill its economic obligations at the agreed time and in accordance with the terms hereof.

**4.2** The Client must use the Platform in accordance with the instructions and suggestions of the Company, and the Client:

(a) will not download or install the relevant software on its computers, will not create or modify any tool or application of the Platform, and will not take any action to copy, modify, decompile, export derivatives or similar works from the Platform code,

(b) will not use the Platform to create, market or distribute any product or service that competes with the Platform, the solutions it provides and the business purposes of the Company, the knowledge of which the Client hereby declares, and

(c) will not grant access to third parties not expressly authorized for this purpose by the Company nor will it intervene, modify, interfere in any way, disable the functions related to the security of the Platform or its functions which impede or restrict the use and access to the Platform.

**4.3** The Client is solely, fully and without limitations liable for the lawfulness, accuracy and truthfulness of the content of its publications and undertakes to fully compensate the Company, its legal representatives, servants and third party partners for any relevant (direct and indirect, actual and incidental) damages.

#### **5. ECONOMIC TERMS**

**5.1** For the provision of Services where publication takes place Greece, the Client will pay the Price, the amount of which will be calculated based on the applicable price list of the Company for the selected PUBLO services plan ([here](#)). For the provision of Services where publicity takes place in the United States, America and Canada, the Client will pay the Price, the value of which is calculated based on the applicable price list of the Company for the selected PUBLO services plan ([here](#)). The Company reserves the right to amend the price list without prior notice to the Client (including the right to offer plans or

proposals that may entail more favorable terms or prices than those existing at the time that the Client initially purchased the Services from the Company). Any modification of the price list during the term of the Agreement, will not affect the already agreed Price, however if the Client has chosen the automatic renewal of the Agreement, the Price due after the renewal will be calculated in accordance with the (modified) price list in force at the time of renewal.

**5.2.** The Price is set in Euros and does not include taxes, or other charges in favor of the public that have already been established or will be established in the future, including VAT or similar taxes, which will be borne by the Client and which the Company can claim separately with an additional invoice.

**5.3** The Client will pay in advance the Price depending on the selected PUBLO Services plan, either in a lump sum or in equal monthly installments. If the Client chooses to pay in monthly installments, the first installment will be paid no later than three (3) working days following the Order filing and henceforth no later than the first five (5) days of each contractual month throughout the term of the Agreement.

**5.4** The possible payment methods are as follows:

**5.4.1 Payment by credit/debit card.** The Client may pay by credit/debit card Visa, Mastercard and any other convenient means supported by the Company, through the e-commerce system of EURO BANK Bank. The Client accepts that any additional expenses or commissions that concern the Client and may arise from intermediate payment services will be borne by the Client. The card will be charged after checking and certifying its data and validity. The Client is solely responsible for the correct recording of the card details. If the person who carries out the transaction in the name and on behalf of the Client is not the same person as the cardholder, the Company does not bear any liability and has no obligation to refund.

**5.4.2 Payment by deposit to a bank account.** The Client may pay by bank deposit (in person at a bank, via e-banking or phone banking) to the Company's bank accounts listed [here](#). In this case the Client must pay any relevant bank commissions.

## **6. COPYRIGHT & CONFIDENTIALITY**

**6.1** The Platform and the relevant signs and trademarks are protected in accordance with national, European, and international copyright laws and (subject to the rights of its licensors) the Company holds all rights therein. The Client acknowledges and accepts that the Client does not have, nor acquire any copyright or other signs (including rights to the Platform and related software, as well as third party trademarks/signs), other than the right to online access and upload of specific content to be published to the Platform.

**6.2** In order to fulfill the obligations of the Company, the Client grants to the Company a license to display and publish in the Media, promote, store, copy, distribute, integrate, (re) edit, modify, and in general use the Client's articles and other content imported on the Platform for publication. The Company will have the right to further assign this right, to its affiliated companies, its representatives and affiliates, as well as to third parties to whom the Company has assigned the execution of a project or the provision of services, including to the Media.

**6.3** The Client declares and warrants that the Client is and remains the sole and exclusive owner of all rights to the publications and other content they submit to the Platform for publication (regardless of the content or the medium used), otherwise that the Client is the beneficiary and has all the rights, necessary licenses and approvals to grant to the Company the rights set forth in Section 6.2.

**6.4** The Company and the Client will keep confidential and will not publish, disclose, communicate to third parties confidential information and secrets of each other, which may become known to them during the term of the Agreement.

## **7. AGREEMENT TERMINATION**

**7.1** Without prejudice to Section 2.2 above, the Agreement will expire at the end of the term specified in the selected Services plan.

**7.2** The Client has the right to withdraw from the Agreement at any time, provided that the Client has not already submitted a Form and that the execution of the Services has not yet commenced. The withdrawal will be declared in writing by a letter to the postal address of the Company or to the e-mail address: *info@publo.gr* and its results will take immediate effect. The Company will return any undue amounts received, to a bank account indicated by the Client within fifteen (15) days from the date of withdrawal.

**7.3** Following the commencement of the Services, the Client has the right to terminate the Agreement only for good reason. The termination notice will in any event be communicated in writing and its results will take effect at the end of the contractual month that follows the termination notice, unless the Company within such period cures its fault that constituted the reason for termination. In any event, the parties' rights and obligations will continue to exist until the termination of the Agreement; in particular, the Company will continue to provide the Services until the termination of the Agreement, and the Client will pay its dues, including the Price corresponding to the Services provided after the notice of termination and before the actual termination of the Agreement. Any undue amounts received (i.e. amounts for Services that would have been provided after the termination of the Agreement and that have already been paid in advance by the Client) will be returned to a bank account indicated by the Client within fifteen (15) days from the date of termination of the Agreement.

**7.4** Without prejudice to all its other rights, the Company, subject to delivering a written notification to this effect, has the right to terminate the Agreement for good reason and without penalty, in particular:

7.4.1 in the event that the Client uses the Services for illegal purposes or violates the PUBLO Terms of Service, including untrue, defamatory, immoral, misleading, and other illegal publications. The Company may in this case terminate the Agreement immediately, without notice;

7.4.2 in case of non-payment of the Price due, upon a fifteen (15) days' notice to the Client, unless the Client pays the amounts due within said fifteen (15) days;

7.4.3 in case of continuous late payment or non-payment by the Client, without notice;

7.4.4 in case that the Client conducts its business in bad faith and/or contrary to the accepted principles of morality; or in case that the Client is a competitor of an existing client or is otherwise doing business with a Medium; or the Client's brand is not consistent with the usual content and/or image of a Medium; and such Medium refuses for these reasons to publish the content of the Client, without notice.

**7.5** Notwithstanding the above, the Agreement will be automatically terminated in case either the Company or the Client is dissolved or goes bankrupt or is placed under compulsory management or in any other pre-bankruptcy proceedings.

## **8. MISCELLANEOUS**

**8.1** The PUBLO Terms of Service are governed by Greek Law and will be interpreted in accordance with the rules of good faith, the business ethics and the social and economic purpose of the law. In the event that a term or provision would be deemed invalid or voidable, such voidness or voidability will not affect the validity of the remaining terms and provisions. The Company and the Client will make every effort to replace the invalid or voidable provisions or terms, with others the content of which shall be as close as possible to the content of the invalid or voidable terms or provisions. The Courts of Athens, Greece

will have exclusive jurisdiction to determine any disputes regarding the PUBLO Terms of Service of PUBLO and/or the Agreement.

**8.2** Neither party shall be liable to the other for breach of the terms of the Agreement or for failure to perform, where such breach or failure is due to force majeure.

**8.3** The Client warrants that the information they fill out in the Order and the Form or otherwise communicate to the Company is true and accurate; the Client must provide the Company with any additional information requested for the Client's identification before the provision of the Services. The Client must declare to the Company in writing (electronically through the renewal of their Profile on the Platform, or by e-mail or letter) any change of Client's data (e.g. address, telephone, legal representation) that the Client has already communicated to the Company, otherwise all notices will be validly delivered at the address declared during the submission of the Order that appears in Client's account - Profile on the Platform.

**8.4** By submitting an Order and clicking on the link "I have read and agree with the PUBLO Terms of Service", it is assumed that the Client unconditionally agrees with all the terms and conditions set forth herein, and with those of the Privacy Policy ([here](#)), Cookies Policy ([here](#)) and Website Terms of Use ([here](#)) that form part of the Agreement.

**8.5** The Client is not entitled to transfer or assign any of its rights and obligations arising from the Agreement without the Company's prior written approval. The Company may assign or transfer its rights and obligations arising from the Agreement to any third party, if it so deems necessary for the operation of the Agreement and the proper provision of the Services.