

General Advertising Contractual Conditions

The present general advertising contractual conditions (hereafter „GCC”) contain the rights and obligations of the parties concerning the contracts about the advertising activities, agreements and orders of a Postrader Usa Llc. (7061 S TAMiami TRL UNIT C SARASOTA, FLORIDA 34231 vat: 82-3317765 hereinafter agent.

The commercial sale activities of Postrader Usa LLC concerns the digital advertising space (hereafter altogether : „commercial platforms”) represented by the orders of the advertising agents .

The ordering of the advertisements on the advertising platforms of the agent or the agency (hereafter Principal) means at the same time the acceptance by the agent of the General Contractual Conditions as well as the individual contract regarding the ads.

This GCC remains in effect until the agent notifies the partners in writing about any changes of same or displays any changes on the website of agent (www.postrader.hu)

General provisions

1. Principal acknowledges that agent insures the appearance of the ordered advertisement as per the order in exchange for compensation. Principal retains the right to change the alteration of the advertising portfolio. Parties state the there is a legal agreement between Principal and agent based on this present GCC.
2. The advertisements placed on the advertising platforms shall not violate any legal of trade rules, ethical and esthetical norms as well as this present GCC Any violation of legalities rests upon the Principal and is liable to t he agent for those.

3. Principal will notify the agent at the shortest possible time about any possible stoppage due to extraordinary maintenance and refreshing of the advertising platforms. Agent will not be liable for any stoppage of advertising sites that was due to maintenance such that he was not notified in advance.
4. Agent is required to analyze already made commercials prior to first placement from technical as well as content aspects. In case there is any obstacle regarding placement, he will notify the Principal without delay.
5. Agent is entitled to refuse placement of contracted and confirmed orders if the Principal does not abide by the contract made with the Principal based on this present GCC and /or the stipulations of this GCC. Also, if the contracting of the advertising platform was done without the knowledge of the details regarding the content of the advertisement or the implementation of same.
6. In case a third party asks for the suspension or cessation of placement of any advertisement, claiming legal non-compliance accepting the financial ramifications
Agent is required to notify the Principal without delay in such an event. Principal is required to comment in writing within 24 hours about the possibility of the suspension or the cessation.
In case the Principal insists upon the placement of the advertisement, then he is supposed to comment on the issue and accept all financial and other liabilities. Based on such declaration the Agent may decide about the placement of the ad.
7. Principal is liable for the truthfulness of the advertising content and guarantees that the content given to the Agent for the purpose of placement adhere to the current legal requirements in effect and the placement does not violate the rights of a third party such as personal, copyright, patent, and data protection rights. Agent is entitled to refuse or suspend the placement in the event that the content of the material violates legal stipulations.
The Principal as advertiser is liable to the Consumer Protection

Agency or any other authority in connection with the advertising. Principal is to reimburse Agent Any fine levied against him during possible procedures. Principal is liable to pay any copyright fees.

8. Principal bears full responsibility in case the products advertised falls under the category where prior quality control or compliance proof is required. In the event such products are the subject of advertising, Principal is required to provide such documentation from the advertiser. Principal may not place excise products.
9. In the event of a breach of contract the upper limit of compensation shall be the full contractual amount paid by the Principal to the agent. as per the individual agency contract.
10. Principal's compensation liability is solely restricted tot he direct damages and not for the non-labile, unique, random, indirect or commercially consequential, missed profit, business opportunities, income, good reputation or material damages or expected savings. Parties agree that due to the current civil law PTK that the prices and other advantages resulting from the advertising contract cover the liability payments.
11. Agent waves all liabilities regarding the content of the received and accepted advertisements, and all such liabilities resulting from related legal claims revert to the Principal.
12. The applicable prices are those set in the advertising contract and offer and the advertising discounts apply.
13. Agent waives all responsibilities related tot he possible errors in the advertisements resulting in damages or when the damage occurs as a result of the advertisement fails to be placed (in other words the agent can not be held liable for missed profits). Agent waives responsibility for such event blocking performance that results from the unique characteristics of the operation of the internet such as traffic, technical or any other circumstance that go together with the operation of the internet (e.g. such creatives that do not show up in certain search programs).

14. Agent reserves the right to any time refuse Principal's orders or discontinue the campaigns in the event the advertisement is incompatible with the profile of the partners providing the advertising platform, internal or other policies or business interests.
15. Agent does not grant warranty towards the Principal for the exclusion of the competition (meaning several products or services with similar profile on the same page).
16. Principle accepts that agent may send him newsletters to him for information purposes.
17. Principal is obligated to provide warranty tot he users for products uploaded onto the platform. Furthermore, he is obligated to keep the competitive price throughout the campaign.

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