



## GENERAL TERMS AND CONDITIONS

The aim of these General Terms and Conditions (hereinafter: “**Terms**”) is to fully regulate the rights and obligations of the User (hereinafter: “**User**”) using the services provided via the website “**SMUC**” (<https://smuc.io> website, hereinafter: website or site) by Bannerse OÜ (Address: Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Maakri tn 25, 10145, Registry code.: 16742100) (hereinafter: “**Service Provider**”) (Service provider and User hereinafter jointly referred to as “**Parties**”) and the general conditions and methods of using the Services of the website.

### 1. General provisions

1.1. The User may use the website and the provided Service after registration, accept and adhere to the conditions of these Terms.

1.2. Using the Service and registering to the website, User accepts the conditions set out in these Terms, agrees to all provisions herein and acknowledges them as binding. If the User does not accept the provisions of these Terms, they are not entitled to use the website and the Service.

1.3. The original language of the contract, which is concluded between the User and the Service Provider is in English. The contract qualifies as an electronically concluded contract not set out in writing. Parties can agree separately on unique terms and conditions, but these Terms are in effect besides those agreements, and they cannot be contrary to each other. Service Provider only registers and archives the content of the contract electronically to make it accessible and retrievable later.

Service Provider informs the User that the Service Provider does not subject themselves to the provisions of any code of conduct.

Website operator: **Banners OÜ**

Service Provider’s information:

Company name: Bannerse OÜ

Seat: Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Maakri tn 25, 10145

Company registration number: 16742100

Postal address: Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Maakri tn 25, 10145

Email: [hello@smuc.io](mailto:hello@smuc.io)

Name and contact details of the site’s hosting service provider:

Mosta, Malta

Phone: [+44 330 001 0338](tel:+443300010338)

OVH LIMITED



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Montreal, Quebec H3A 2N4  
Canada

1.4. The site operates in every known browser software and operation system. The site communicates via HTTPS protocol. Communication via the site is encrypted. The security of the site is appropriate, using it does not pose a threat to its users; however, Service Provider recommends the Users to take the following precautions: they shall use software providing protection against viruses and spyware and always install the security updates offered by their operating system. User knows and accepts the limitations and possible errors of internet technology.

## **2. Scope of these Terms**

2.1. These Terms apply – next to the separate agreements – to all legal transactions and services performed via the website and which the Service Provider provides to the User via the site.

2.2. The territorial scope of these Terms extends to the legal transactions conducted between the Service Provider and the User. The legal relation of the Parties is governed by the Estonian law.

2.3. These Terms automatically, and with the separate agreements together, fully regulate the conditions of the legal relation established between the Service Provider and the User.

2.4. These Terms come into effect on the day they are published considering that they become binding to the User . These Terms expire if the Service Provider revokes or – regarding the provisions to be amended – amends them.

## **3. Amendment and publication of the Terms**

3.1. The Service Provider publishes the effective Terms on the website and ensures that the User may access it any time. The Service Provider ensures that the User may easily download the Terms from the site.

3.2. The Service Provider is obliged to publish the amended Terms on the website and mark the amended provisions and the effective date of the amendments on or before the date the amendment comes into effect. The amendment shall be published in a way – possibly in a consolidated structure – which clearly indicates the amendment, the effective date, and the scope of the amendment to the User. In order to continue using the Service, User shall read and accept the amendments of the Terms. Service Provider enables this electronically, in a pop-up window upon the first login after the amendments have come into effect.

## **4. Concepts used in these Terms**



4.1. Service Provider: By operating the website, Service Provider offers an interactive ad creator service to User.

4.2. User: the natural person on behalf of a legal person who uses the services according to the conditions specified in these Terms and according to the Service Providers separate agreement.

4.3. Service: A service is available on the website that, after registration by the Service provider and can be used by the User. The scope of the Service is one of the fixed packages offered by the Service provider on the website, or the content of a unique agreement between the Parties. In this Service, Service Provider gives access to the interactive advertisement creator platform where the User can create the interactive ad (display or video). The created ad can be shared on any advertisement platform. User can track on the website's Dashboard the followings: impressions, viewer minutes, engagement rate in real time, and other measurable information of the ads. The available packages and its offers are on the website: [www.smuc.io](http://www.smuc.io).

## 5. Use of the Service

5.1. The Service provided via the website may only be used after registration as it is regulated below.

5.2. **Registration:** In order to use the Services, User shall contact the Service provider via email or through the contact form on the website to register, by giving the required data and choosing a package or ask for an individual offer. Reading and accepting the Terms and reading and acknowledging the Privacy Policy is a prerequisite of the registration is obligatory. At the first log-in User shall accept the following checkboxes: **"I have read and understood the Terms & Conditions"** and **"I have read and understood the Privacy Policy"**.

5.3. Service Provider provides appropriate technical equipment during the whole registration process – until it is completed – so that the User may identify and amend data entry errors before finalizing their contact form. The Service Provider underlines that if the User fails to enter their data or does not provide them in full, the Service Provider cannot accept the User' query for registration and Service Provider is not obliged to permit the access due to a lack of information essential for providing the Service.

5.4. Service Provider cannot be held liable if the confirmation or any other email notification is not received by the User due to an incorrect email address provided or if the message cannot be delivered due to storage limitations of their email account.

5.5. User shall pay fee for the Services. User shall transfer the due fee to the Service provider's bank account, according to the bill which is created and sent out by the website and according to the monthly use of the Service by the User.

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At the first log-in User shall accept the following checkboxes: **"I have read and understood the Terms & Conditions"** and **"I have read and understood the Privacy Policy"**.

For the purposes of this Terms & Conditions, a day is defined as the twenty-four (24) hour period beginning at the time your Service is purchased. A month is defined as one month of time: begins on and includes the day that you have purchased your product and ends on that date which is the earlier of (i) the same number of day in the following month as the day your purchase or (ii) if there is no number of that day in that month than the last day of the following month. By way of example, if you purchase a monthly subscription on the 5<sup>th</sup> of March, it will renew on the 5<sup>th</sup> of April. If you purchase a monthly subscription on the 31<sup>st</sup> of August, your subscription will renew on the 30<sup>th</sup> of September.

The bill is generated posteriorly after every month, will be sent out and should be paid within 15 days. The Service provider is entitled to terminate the Service if the User fails to pay the fees on time.

## 6. Purchasing the Service

6.1. Purchasing the Service is not possible via phone, post. It is only available via electronic mail (at [hello@smuc.io](mailto:hello@smuc.io)) or via the contact panel on the website.

## 7. Deals and Technical Help

If the User has any questions regarding the Services and the fees before using the Website, they are entitled to contact the Service Provider at [hello@smuc.io](mailto:hello@smuc.io).

## 8. Cancelling the Service

The User can decide whether to use or not use the Services according to one of the packages offers or to the unique agreements negotiated with the Service Provider. User can cancel the Service 30 days ahead for the next unbegun month period via e-mail at [hello@smuc.io](mailto:hello@smuc.io).

## 9. Use of reference

The User consents that the Service Provider is entitled – for free – to use the User as references and for marketing reasons in order to promote the Service publicly.

## 10. Rules of liability

10.1. The User consents to be bound by the provisions of these Terms and the information published on the website operated by the Service Provider regarding the operation of the website, the purchase of the Services and the use of the Service, and they undertake to act in the given situation in the generally expected manner in order to fulfil their obligations in accordance with the contract. The

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Service Provider informs the User that a failure of the Service Provider to exercise any of their rights specified in these Terms does not amount to a waiver of these rights by the Service Provider.

10.2. The Service Provider states that if the User has an accident, suffers an injury, or causes damage to themselves or others related to the purchased Services, the Service Provider cannot be held liable. The content of the videos displayed using the Service is the responsibility of User and Service Provider cannot be held liable for the uploaded content.

10.3. The information on the website was published in good faith, but they only serve informative purposes, the Service Provider cannot be held liable for the accuracy and completeness of the information.

10.4. The User has an opportunity to check and – if required – modify the data provided during the registration; therefore, the Service Provider cannot be held liable for damages arising from incorrect data entry.

10.5. The User shall only use the website and the Service operated there at their own risk and they accept that the Service Provider cannot be held liable for personal injuries, financial and non-financial damages arising from use (beyond a liability for a breach of contract caused with intention, gross negligence or a criminal offence or a breach of contract damaging life, body or health).

10.6. The Service Provider cannot be held liable for technical issues which are not the responsibility of the Service Provider and for errors which arose under uncontrollable circumstances.

10.7. The Service Provider excludes any liability for the User's conduct. The User is fully and exclusively liable for their own conduct, and in this case, the Service Provider fully cooperates with the relevant authorities to inspect such infringements.

10.8. For the connections (links) in the ad, which lead to the site of other service providers, the Service Provider cannot be held liable for its data protection practices and other activities of such service providers.

10.9. Due to the global nature of the internet, User accepts and acknowledges that they shall adhere to the relevant international regulations as well during the use of the website. If any activity related to the use of the website is not permitted under the local regulations of the User's country, User is solely responsible for the use of the website.

10.10. If the User finds objectionable content on the website, they are obliged to immediately notify the Service Provider in writing at [hello@smuc.io](mailto:hello@smuc.io). If the Service Provider finds the notification well-established during their procedure conducted in good faith, they are entitled to delete or modify the information immediately.

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The Service Provider reserves the right to delete those Users' registrations who violate the provisions of these Terms (breach of contract), who – in their judgement – abuse the name, photo, email address or other personal data and right of another person, with special attention to those situations where, based on their knowledge, the affected username or other data recorded on the website is under trademark or any other protection, violates the rightful interest of another person, is an indecent or obscene word, is racist, slanders religious, national, minority or sexual identity or is offensive or may be considered an implicit or explicit advertisement.

10.11. The User undertakes not to:

- copy, modify or forward the content, materials, pictures, trademarks, commercial names, service features, other intellectual property, content and protected information under copyright protection available through the Service without the prior written consent of Service Provider, they do not create derived work from these, do not use and do not reproduce them in any form;
- use the Service in a way, which has a negative impact on the Service, its quality or the servers or networks connected to the Service;
- upload a virus or other harmful code and does not endanger the security of the Service in any other way.
- upload content that is incompatible with the Service or serves a different purpose, and User undertakes to use the Service for the sole purpose of sales through live or recorded videos with respect to the limitations set out in ***the Advertising Act (RTI 2008, 15, 108 as amended)***,
- use the Service to share illegal content and does not use the Service to violate laws and regulations or these Terms.

## 11. Copyrights

11.1. "SMUC" is under copyright protection. The Service Provider is the copyright holder, or the authorized user of all content displayed on the site and during the provision of the services through the website: any author's work and other intellectual creation (including but not limited to all graphics and other materials, the layout of the website interface, its editing, the utilized software or other solutions, ideas).

11.2. Any other use of the website besides using the Services, is subject to the prior written consent of the Service Provider.

11.3. Besides the rights explicitly described in these Terms, using the website does not provide any rights to the User to use or utilize any commercial name or trademark on the website. Besides displaying them, while using the site as intended, these intellectual creations cannot be used or utilized in any other way without the prior written consent of the Service Provider.



11.4. For the avoidance of doubt, it has been agreed that if the Service provider changes the name, brand, or website of the SMUC product or the Services during the validity of this Terms and Conditions, those changes shall have no effect in this.

## **12. Governing law, jurisdiction and competent court**

Estonian law, with special attention to relevant provisions of Law of Obligations Act (RT I 2001, 81, 487 as amended), Advertising Act (RT I 2008, 15, 108 as amended), Consumer Protection Act (RT I, 31.12.2015, 1 as amended) on detailed rules of contracts concluded between consumers and businesses apply to the legal relation subject to these Terms.

Parties wish to resolve any disputes arising between them first by negotiation without a legal proceeding and they are obliged to cooperate. If these negotiations between the parties are unsuccessful or the dispute resolution is foreseen to be unsuccessful, the parties may turn to the competent court in order to resolve their legal dispute.

These Terms are in effect from 19<sup>th</sup> of May 2023 until revoked.