

# **Business terms and conditions**

**Valid since 1 May 2017**

General business terms and conditions describing placement of commercial and other messages and elements on Internet servers operated by Seznam.cz, a.s. and by its contractual partners.

## **1) GENERAL PROVISIONS**

### **1.1**

Seznam.cz, a.s., registered address Prague 5, Radlická 3294/10, Postal code: 150 00, Company ID: 26168685, registered in the Commercial Registry maintained by the Municipal Court in Prague, file number B 6493 (hereinafter only the “Operator”) is also the Operator (in addition to other services) of an on-line server available at (URL) <http://www.seznam.cz> and other on-line servers. The Operator is entitled to provide interested parties advertising space using the on-line servers of the Operator for the purpose of presenting their commercial messages or other commercial elements. These include, for example, commercial banners, database entries, preferential excerpts/listings and links to other Internet servers or other subjects listed in the catalogue located in the on-line server available at [www.firmy.cz](http://www.firmy.cz) – in line with the valid offer of the Operator and under the regulations of the Operator. Based on contractual relations with its business partners the Operator is also entitled to place commercial messages and other advertising elements in advertising spaces offered by on-line servers operated by business partners of the Operator. On-line servers of the Operator and servers of business partners of the Operator are hereinafter referred to only as “Servers”.

### **1.2**

A customer ordering commercial messages or advertising elements to be placed on Servers, that is the customer ordering the given promotional/advertising campaign (hereinafter only the “Customer”), is a regular person or business entity which could be either a direct customer or advertising agency (based on a contract concluded with the Operator), ordering the given advertising space.

## **2) ADVERTISEMENT OR COMMERCIAL MESSAGE ORDERING**

### **2.1 Reservation**

Advertising space on Servers may be reserved in written, fax or email form while complying with the required regulations, which include: promotional event / advertising campaign name; describing the subject for which the campaign is designed (in the case of an advertising agency the invoicing information of the agency must be provided as well as the name of the client for whom the advertising campaign is organised, company name or the name and surname of the given person including additional annexes and company ID number); advertising times; commercial product and position; name for Ad-monitoring (e.g. the name of the campaign which will be used across all servers and media); price based on the given price list and possible discount if the Customer is entitled to a discount based on contractual conditions agreed with the Operator. The reserved

advertising space and position must be based on a valid offer of the Operator. Reservation without a binding order shall be cancelled based on the expiration date specified on the offer/reservation and media advertising plan.

## **2.2 Order**

Server advertising space shall be ordered through a written, fax or email order submitted by the Customer, or based on a Proforma invoice issued by the Operator and containing all the below mentioned requirements, no later than within 5 business days before the beginning of the given campaign presentation. As for orders submitted through the account manager business network of the Operator, the order shall be submitted no later than within 10 business days before the beginning of the given campaign. The order shall become binding for the Operator when the Operator confirms the order to the Customer in written form or via email. Usually, the Provider confirms the order to the Customer within 3 business days following the order acceptance. Order confirmation shall be understood as a conclusion of a contractual relationship between the Operator and the Customer and shall be subject to these Business terms and conditions.

The Customer undertakes to use the ordered advertising space for its own purposes only. Should the Customer fail to observe the above obligation, the Operator is entitled to demand the Customer to reimburse the Operator for damages that have demonstrably occurred to the Operator due to the behaviour of the Customer.

By paying for the Proforma invoice the Customer expresses agreement with the Operator's Business terms and conditions. As for advertising product "Increasing the Credit in the Seznam wallet", the order shall become binding when the given payment of the Customer is credited to the account number of the Operator. By paying the given amount the Customer expresses an agreement with the Business terms and conditions of the Operator.

Special conditions apply to termination of advertising orders, the so-called display formats (does not apply to Sklik, Zboží and Firmy): Both the Operator and the Customer are entitled to cancel the submitted order within a 60-day period. The withdrawal period shall begin when the written note is delivered to the other party

Order must contain:

**Invoicing information**

Customer ID

Customer VAT number (if the Customer is a VAT payer)

Customer's invoicing address

Delivery address of the Customer if different from invoicing and address.

**Contact information**

Contact person

Phone, fax

Email

**Ad specifications**

Ad type

Ad position

Complete essential documents for the campaign or ad

Volume/scope of the campaign/ad

Advertising campaign date

Price without VAT

In case of an agency, specifications of the Customer for whom the advertisement campaign is being ordered and the campaign name complying with AdMonitoring regulations (in case of banner messages).

Upon request the Customer will receive an order from the Operator sent by individual departments based on the type of the advertising product.

**2.3 Rights and responsibilities of the Customer and liability for the advertising contents**

The Customer is fully liable for the quality and for the formal contents of the advertising message placed in the advertisement space provided within Servers. The Customer is obligated to continuously check and make sure that the advertising message is current and that the contents comply with the legal regulations of the Czech Republic. Should the Customer find out that the advertising message violates any third-party rights, the Customer must notify the Operator immediately about it and make sure that the commercial message is either removed or modified in order to comply with applicable legal regulations. Together with the delivery of essential commercial/advertising documents (see item 2.5 below), the Customer shall also provide the Operator with a consent allowing the Operator to distribute the given commercial message through Servers and the world wide web, and by doing so the Customer also confirms that they have all the necessary rights to present the commercial message through the Servers, in particular that the

Customer is authorised to exercise given copyrights related to the commercial message and/or to other advertising elements and that the Customer is authorised to use any trademarks or other elements which are subject to copyrights, intellectual or industrial property laws related to the message contained in the ad, and that the Customer does not infringe any third party rights. Should the above claims not be true or violated by the Customer, the Customer shall bear all the consequences arising therefrom, including the obligation of the Customer to reimburse the given persons and the Operator for damages occurred due to the failure of the Customer to adhere to the claims above. Upon request of the Operator the Customer must immediately present the Operator with the applicable documents demonstrating the right of the Customer to exercise property rights related to the commercial message. Due to consumer protection from unfair and misleading advertising practices, the Customer must place his logo or markings at the websites where the commercial message will be displayed and the Customer shall do so within the scope required by legal regulations (at least by providing a standard link referring to the Customer's website where the markings or logo will be available). Further, the Customer shall also configure the websites where the commercial message will be displayed in a certain way as to make sure that leaving the given website is not difficult for the viewer by clicking on additional confirmation or pop-ups windows or by other technical obstacles. Failure to comply with the above entitles the Operator to withdraw from the concluded contract.

The Customer is not authorised to provide any data to third parties that the Customer may obtain through the targeted advertising campaign run on Servers.

## **2.4 Rights and obligations of the Operator**

The Operator reserves the right to reject, interrupt and/or terminate displaying the commercial message if:

1. the carrier of the commercial message does not comply with the technical requirements of the Operator or the essential advertising documents do not comply with these Business terms and conditions,
2. the commercial message is in conflict with legal regulations of the Czech Republic and/or international treaties where the Czech Republic is part of,
3. the commercial message is in conflict with good business practices and ethical rules and/or the message disturbs public order,
4. the quality or the form of the commercial message does not comply with justified requirements of the Operator or business partners of the Operator,
5. the Customer is late with a payment for the processing/or publishing of the given commercial messages located on Servers.

The Operator reserves the right to use/set-off the received payment for the proforma invoice to cover outstanding payments of the Customer which are considered overdue on the day when the payment for the proforma invoice is credited to the account number of the Operator.

Should any reasons or circumstances allowing the Operator to reject displaying the commercial message and/or allowing the Operator to interrupt or stop displaying the message arise, the Operator shall inform the Customer about it without any undue delay.

Based on particular orders and based on the capacities of the Servers the Operator undertakes to process and implement advertising orders on an individual basis.

The Operator is obligated to notify the Customer about any reasons allowing the Operator to reject, interrupt or terminate displaying the commercial messages or other advertising elements and the Operator shall do so either before the beginning of the campaign or during the course of the campaign.

The Operator reserves the right to terminate provision of all services if the Customer shared data obtained through the targeted advertising process run on Servers with third parties.

## **2.5 Essential advertising documents**

All essential advertising documents and other requirements on the commercial message or advertising elements, which are to be presented on the Servers in line with the order submitted by the Customer, must be provided to the Operator no later than within 3 business days (non-interactive formats), or no later than within 5 business days (interactive format such as dynamic banners, special formats, direct mails), before the beginning of the advertising campaign. As for orders accepted/submitted through the account manager business network of the Operator, the Customer is obligated to provide these essential documents no later than within 5 business days after order signing, or no later than within 5 business days before the beginning of the advertising campaign. Should the Customer submit an order and the order is properly accepted by the Operator and the Customer fails to deliver the required essential documents before the established deadlines, the Operator may not start the campaign at all. At the same time the Operator is entitled to demand payment for the entire order and the Customer is obligated to pay for the order within the due time specified on the invoice. Should an order for an advertising message be placed in a server belonging to Firmy.cz, or should the essential documents not be provided during the established time the Operator is entitled (upon its own discretion) to use existing documents. In such scenario, the Operator shall inform the Customer about the use of the existing documents or about the decision not to start the campaign. As for the order payment, the above requirements still apply. The Customer is responsible for delivering the essential document properly and in time, otherwise the Customer shall bear all consequences for failure to do so. The Operator is not obligated to notify or remind the Customer about these responsibilities with regards to individual cases.

For each new campaign the Customer is obligated to provide new essential documents which comply with the requirements described herein. Upon completion of the campaign, the Operator is not obligated to archive or return the essential documents back to the Customer. The Customer must provide complete essential documents for the given advertising campaign or position, otherwise the essential documents will not be processed by the Operator. Should incomplete essential documents be provided, the Operator is not obligated to start the campaign and the Customer will not be reimbursed for fees already paid for the given campaign. A Customer who has ordered a commercial message or campaign to be run on the Server belonging to Firmy.cz may provide the Operator in advance with documents which are the same for several campaigns of the Customer, but the Customer must explicitly inform the Operator about this fact. Therefore, for any following campaign the Customer may only refer to these documents without the need to send these

documents to the Operator again. However, the reference pointing to these documents must be very clear in order to eliminate doubts of the Operator as to what documents shall be used for what campaign.

When sending documents the following must be observed:

### **Campaign name**

The exact a campaign name must be provided (in line with AdMonitor requirements) – see the Order

### **Ad position**

The name of the ad position and specification of the layout (for example commercial message Novinky.cz, news column – see the media plan), where the given information shall be placed.

### **Ad display dates**

Information describing under what time the banners should be displayed, or whether the commercial messages shall be displayed for the entire agreed time period. The Customer must inform the Operator about any replacement of old documents or when adding documents to the existing ones.

### **URL**

Exact assignment to individual banners or texts.

In case of a banner with multiple URLs the particular assignment to the individual sections must be specified.

### **Essential documents**

All delivered documents or information must comply with general rules which are available here:

<https://www.technickaspecifikace.cz/en/pravidla/obecna-pravidla-pro-tvorbu-reklamnich-formatu/>

All banners or texts must be delivered in the required formats suitable for the given positions that have been ordered and designed for advertising on the Servers.

Non-interactive format: <https://www.technickaspecifikace.cz/en/>

Interactive formats: <https://www.technickaspecifikace.cz/en/>

It is not allowed to deliver packages together with banners which are not designed for the advertising campaign run on the Servers, or together with positions which are not ordered, or in a form of a link where the given documents may be downloaded.

Also rotation/roll-over information for the given creative display must be provided. If this information is missing the rotation will be gradual.

Should the essential documents be delivered late the Customer is not entitled to receive a replacement or additional fulfilment or to claim days while the Customer failed to deliver the given documents.

Graphic commercial elements accepted by the Operator for on-line advertising include in particular banners and advertising push-buttons which must comply (in addition to other requirements) with requirements on individual types of commercial messages, advertising elements and positions.

All specifications applicable to the production of commercial messages placed on the Servers are defined and available at (URL) <https://www.technickaspecifikace.cz/en/>.

Should the commercial messages fail to comply with the above criteria the Operator is not obligated to accept them and cannot guarantee proper publishing or display.

Essential documents which will be used for advertising campaigns in the Sklik system must comply with contractual requirements available at (<https://napoveda.sklik.cz/en/contract-terms/>) – the Sklik requirements, and must be delivered on the questionnaire designed for this purpose.

Any requirements/documents requiring changes in the already ordered campaign and confirmed by the Operator must

be provided by the Customer no later than within 3 business days before the given change shall be applied. Should the Customer fail to do so the Operator cannot be liable for a timely change of the given order. Order change or modification, providing that the changed campaign is not in conflict with these Business terms and conditions, will be implemented during the nearest possible date.

## **2.6 Advertising campaign changes and modifications**

The Operator reserves the right to change the advertising formats and categories under which commercial messages are published. Should the given commercial message be placed under a category the Operator reserves the right to move the message to a more relevant category, provided that a new category is created. Further, the Operator reserves the right to change or terminate a particular advertising format or category. Should an order be placed or should the given advertising campaign still be running and providing that it concerns the given advertising format or category where the given commercial message should have been placed, the Operator undertakes to offer to the Customer an additional fulfilment under similar quality standards and corresponding with the purpose of the original campaign of the Customer. Should the Customer reject such option the Operator must return back to the Customer a portion of the price equal to the unrealised/non-implemented part of the campaign.

# **3) FINANCIAL REQUIREMENTS**

## **3.1 Price**

The price is calculated based on the Operator's price lists published on Servers and valid for the period the Order was placed for, and based on statistics of the advertising campaign generated by the Operator. Prices specified in the price lists are without VAT, which shall be added in line with valid legal regulations.

**3.2 Invoicing and payment terms** The Operator is entitled to demand an advance payment for the price specified on the Proforma invoice. The given portion of the payment must be credited to the account number of the Operator no later than within (2) business days before the beginning of the given advertising campaign. Should the payment not be credited to the account number Operator in time, the Operator may not implement the given campaign. However, if the Customer pays the

payment within 10 calendar days after the required campaign beginning date, the campaign will be initiated but will be shortened by the time that has passed from the campaign beginning (as specified on the order), until the given amount is paid and without any right of the Customer to receive a proportional discount for the shortened time. Should the Customer be late with the payment for more than 10 calendar days after the required campaign beginning day, the campaign will not be initiated and the order will be cancelled without any right for reimbursement. Invoices complying with the necessary requirements of a tax document shall be issued within 15 days following the day of the taxable obligation, or the day of the taxable delivery, which shall be the day the tax document is issued, when the given payment is accepted, or the day when the service has been provided (the day the advertising campaign ended), whichever occurs earlier. If the advertising campaign has been continuously going on for several months, individual invoices shall be issued at the end of each month reflecting the portion of the executed campaign. Tax documents shall be issued based on information specified in the given order or the proforma invoice. Invoices are payable and due within 14 days following the invoice issuance date. In case of a late payment the Operator is entitled to charge the Customer a late interest fee in the amount of 0.05% of the due amount for each commenced day of delay.

A properly paid campaign shall be regarded a campaign for which the specified amount was paid in full using the variable code specified on the order. The given payment shall be considered as fully paid when the given amount is credited to the bank account of the Operator.

Incorrect, partial or collective payments will not be accepted. These payments will be returned back to the original account number which was used to initiate a payment on behalf of the Operator but less the applicable banking fees paid by the Operator.

### **3.3 Cancellation**

Should the Customer wish to cancel an already confirmed order, the Customer shall pay to the Operator a cancellation fee based on the agreed order price including VAT.

### **3.4 Minimum order amount**

The minimum amount of order must reach at least CZK 100 without VAT.

### **3.5 Special regulation applicable to unpaid campaigns**

The Operator has the right to interrupt any advertising campaign or commercial messages providing that the Customer is late with the payment for any obligation or due amount payable to the Operator. In such scenario, the campaign shall be regarded as cancelled due to the fault of the Customer. Should the outstanding amount be paid, both parties shall agree to reinstate the given campaign providing that a reinstatement is still possible based on the available capacities.

### **3.6 Specially priced packages (special sales)**

Should a specially priced service package be purchased, the Customer is aware of the fact that no additional replacement or fulfilment may be required by the Customer in terms of these special products. This restriction also means that funds cannot be transferred over to another product offered by the Operator, or that the Customer cannot demand the return of funds charged/added under the Seznam wallet program. Should the order be terminated prematurely, cancellation conditions specified under item 3.3 shall apply.

A specially priced service package is considered a service package which is marked as a Special sale event and when the Provider offers additional services for specially discounted prices (for example when one service is purchased the next service is available for a discount).

## **4) STATISTICS**

### **4.1**

A statistics report is automatically generated for each campaign. This report is available for free to the Customer. Based on a Customer's written request the username and password will be emailed to the Customer by the Operator after initiation of the advertising campaign. The statistics report provides data for the previous day and it is generated during the following night. However, for the purpose of claims only the number of impressions (displays) may be utilised.

### **4.2**

The Customers declares that they are aware of the fact that the Operator is a member of SPIR (Sdružení pro internetovou reklamu z.p.s.o; [www.spir.cz](http://www.spir.cz)) / Internet Advertising Association, and the Customer hereby gives the Operator an irrevocable consent to use advertising campaign data for internet research purposes done under SPIR.

## **5) CLAIMS**

### **5.1**

Should the Operator fail to deliver, the Customer is entitled to file a claim and demand adequate reimbursement in the form of a different advertising campaign or in the form of a discount.

### **5.2**

The Customer must submit the claim in written form only and send it via registered mail to the address of the Operator. Claims submitted through email or fax or via phone will not be taken into consideration.

### **5.3**

The option to exercise the rights specified above shall belong to the Customer only if the Customer notifies the Operator in time by sending a written defect report to the Operator. The Customer cannot change the claim without the consent of the Operator.

### **5.4**

The claim submission period has been established at 14 calendar days following the day when the Customer learned or could have learned about the given defect, but no later than on the last campaign day. The Operator reserves the right to provide a statement on the claim within 30 calendar days. The Customer shall include the following information in the claim: specification/name of the Customer or client (in case of an advertising company), campaign name, advertising position, number of planned impressions, number of executed impressions, assigned order number, which shall always be mentioned on the order confirmation.

## **5.5**

A failure of the Operator shall refer to services which have been unavailable for more than 6 hours during a calendar day in reference to the given and confirmed order of the Customer. A failure of the Operator does not apply to irregular execution/publishing/displaying of the advertisement, providing that the ordered number of impressions will be fully exhausted during the established time scope.

## **5.6**

Further, fluctuations in the number of visits recorded by individual Servers shall not be regarded as a failure of the Operator.

## **5.7**

A discount from the price shall be handled by a credit note attached to the relevant tax document. Therefore, the obligation to pay is limited only to the given portion of the fulfilment for which no claim has been submitted.

## **5.8**

Objections against issued invoices – tax documents that may ultimately reduce the amount/claim payable to the Operator, shall be submitted by the Customer within 7 calendar days following the delivery of the invoice by delivering a written note to the address of the Operator. The Customer must prove compliance with the deadline otherwise the claim or the objection will be regarded as belated.

## **5.9**

Sklik complaint and claim regulations are subject to Sklik contractual conditions (<https://napoveda.sklik.cz/en/contract-terms/>), and also to these Business terms and conditions.

# **6) CLOSING PROVISIONS**

## **6.1**

Both parties are obligated not to share information and data obtained during their mutual cooperation with any third person except for data published under the Server framework including information which could be regarded as personal data in line with Act No. 101/2000 Coll., on the protection of personal data, as amended (hereinafter only the “ZOOU”). The Customer agrees with these requirements and by confirming and accepting these Business terms and conditions the Customer agrees with the use of the specified data which could be regarded as personal information in line with the ZOOU. Therefore, in line with Section 5 of the ZOOU, the Customer hereby gives consent to the Operator to process data and personal information provided by the Customer. The consent to process personal information is provided for an indefinite time, whereas the Customer may recall the consent at any time by sending a written note to the address of the Operator. Further, the Operator also guarantees adherence to other rights as specified under Sections 11 and 21 of the ZOOU.

## **6.2**

Both parties are obligated not to share data and information obtained through the course of mutual cooperation with any third party.

## **6.3**

The Customer is fully responsible for the contents of all supplied commercial messages and other advertising elements and for making sure these messages comply with applicable legal regulations or moral codes. Should the delivered commercial messages or advertising elements not comply with the above, the Customer shall be liable for all possible damages suffered by the Operator.

## **6.4**

Any changes to the contract concluded in line with these Business terms and conditions are possible but only if the given change follows the same or more strict regulations, under which the contract was concluded. The above shall not affect the validity of provisions specified under item 6.8 of these Business terms and condition.

## **6.5**

These Business terms and conditions form an inseparable part of the contract concluded between the Customer and the Operator (or they may form an inseparable part of the given and confirmed order). In case of any disputes between the contents of the contract and these Business terms and conditions the Contract shall prevail.

## **6.6**

In addition to other links, an inseparable part of these Business terms and conditions are references known as the so-called clicks included in the text of these Business terms and conditions.

## **6.7**

All relations not addressed by these Business terms and conditions shall be subject to valid laws of the Czech Republic, in particular to the Civil Code. Should special contractual agreements or special business terms and conditions be created for certain products or Servers, these Business terms and conditions shall be used as supporting provisions.

## **6.8**

The Operator reserves the right to modify these Business terms and conditions within the necessary and adequate scope. The Customer shall be notified about any changes through the use of on-line services. The Customer is entitled to reject such changes. In such scenario, the Customer is entitled to withdraw from their contractual obligations within 14 days following the change application date, by sending a written withdrawal note to the address of the Operator.

## **6.9**

Should a dispute not be resolved through an amicable way both the Operator and the Customer shall forward the dispute to the relevant court of law having the necessary jurisdiction at the location of the Operator.

## **6.10**

These Business terms and conditions are produced in Czech and English language. In case of any discrepancies or doubts the Czech language version shall prevail.

**These Business terms and conditions shall become legally valid and shall come into force on 1 May 2017**