

## General Terms and Conditions

of Confidence media, s. r. o., company no.: 25689657

registered office at U Bulhara 3, 110 00 Prague 1

registered in the Commercial Register kept by Municipal Court in Prague, Section C, Entry No. 42812

(the "GT&C")

### I. Introductory provisions

**1.1.** These GT&C of Confidence media, s.r.o. regulate the terms and conditions for rendering services of leaving pre-agreed advertising space to customer for use and rendering services related to such use (e.g. securing transportation of advertising material to an agreed place, installation of advertising material, submitting photographic proof of installation, etc.).

**1.2.** The GT&C are an integral part of the confirmed Media Budget / Binding Order (the "Order") as specified in Article III., par. 3.1. of these GT&C unless the Order sets out otherwise. Should the provisions in the Order differ from those herein, the provisions in the Order take preference over these GT&C.

**1.3.** These GT&C become valid as of 1 June 2021.

### II. Interpretation of terms

**2.1.** Supplier is a legal entity, founded and incorporated under the laws of the Czech Republic, the main scope of business of which is advertising activities. This activity consists, among other things, of securing the selection and lease of outdoor advertising space – advertising panels or provision of advertising space that is a part of such advertising panels, either directly or as an advertising agent for its clients, or for own advertising.

**2.2.** Customer (designated as Client in the Order) is a legal entity, individual – entrepreneur, or a consumer interested in ordering services listed in Article I., par. 1.1. herein from the Supplier.

**2.3.** Advertisement is any content of a Customer placed upon agreement with the Supplier on an advertising space provided by the Supplier.

**2.4.** Advertising panel is a structure used for placing advertisement.

**2.5.** Advertising space is a part of advertising panel which contains advertising material having an advertising motif.

**2.6.** Advertising material is any promotional article that can be installed on a specific type of advertising panel by common means, unless the subject matter of Order suggest otherwise. These are primarily paper posters, banners, self-adhesive foil, etc. Advertising material for the purpose of these GT&C includes superstructures, mock-ups, and other premium creative and technical solutions.

**2.7.** Installation, or placement, is the installation of advertising material to an advertising space of an advertising panel by corresponding means (adhesion in case of paper posters or self-adhesive foil or attachment in case of banners or other advertising material). Advertising materials are installed on the advertising space exclusively by the Supplier.

**2.8.** Ad campaign is the provision of selected advertising space to the Customer by the Supplier as per the confirmed Order for the purpose of advertising the Customer for the agreed period. However, the Customer does not become the owner of the advertising space and has no other rights pertaining to it.

**2.9.** Basic ad campaign period is 4 weeks, i.e. runs from the 1st day of the given calendar month to the 28th day of the given calendar months, or until the 27th day in February. When specific advertising panels are used (cylinders, CLV, bridges, LED screens, etc.), the ad campaign period may be either longer or shorter and shall be always specified in the Order. The Customer notes and explicitly agrees that the Customer's advertising material will be installed on the corresponding advertising space during the agreed ad campaign period so that the periods stipulated in Article V. herein are observed.

### III. Order

**3.1.** Ad campaigns, based on which the Supplier provides the Customer with advertising space for installation of the Customer's advertising material, including the associated services, are done based on a mutually confirmed Order or on individual Orders made under a framework agreement, or based on a fully paid invoice for services rendered by the Supplier. Orders made under these GT&C and Sec. 1746 (2) of Act No. 89/2012 Sb., the Civil Code, as amended.

**3.2.** The Order shall state particularly the identification of the parties, specification of the selected advertising panels and advertising areas which the Customer intends to use, the date of start and end of the ad campaign and the agreed remuneration. Orders shall be approved and confirmed by both parties in order to implement them.

### IV. Order cancellation

**4.1.** The Customer may cancel the Order before the Supplier starts rendering the services either personally or by e-mail provided in the Order under the following conditions:

a) if the Order is cancelled by the Customer before or on the 91st day and before the agreed date of ad campaign launch, the Customer does not have to pay any charges or penalties for such cancellation;

b) if the Order is cancelled by the Customer after the 90th day but before the agreed date of ad campaign launch, the Customer undertakes to pay a cancellation charge amounting to 100% of the agreed price for the use of cancelled advertising space.

**4.2.** If the parties set out in an agreement the Supplier's obligation to produce advertising materials for the Customer, the Customer shall pay the agreed price for the production of advertising material in addition to the cancellation charge, provided that the Supplier already put them into production.

**4.3.** The Customer assumes the risk of change of circumstances and based on a mutual agreement excludes the provisions in Sec. 1765 (1) of Act No. 89/2012 Sb., the Civil Code, as amended.

#### **V. Delivery of advertising materials and graphic materials for printing**

**5.1.** The Customer shall allow the Supplier to timely install the advertising materials on advertising space by delivering them in the necessary quantity and to the agreed place no later than 10 calendar days before the planned installation of advertising materials. If the production of advertising materials is secured by the Supplier for the Customer, the Customer shall provide graphic materials suitable for printing to the Supplier according to the technical specifications at least 14 calendar days before the scheduled installation of advertising materials. Making an agreement less than 14 days before the start of the Customer's ad campaign does not have any effect on the period set forth in this provision. Under no circumstances can failure to comply with the delivery of advertising materials or in the necessary quantity thereof or of graphic materials for printing change the date of ad campaign launch and shall not be a reason for extending the date of ad campaign end or any penalties imposed on the Supplier by the Customer.

**5.2.** The Customer shall deliver the advertising materials to places and at times specified in the Supplier's production plan. The Supplier shall give such production plan to the Customer after an Order is signed. Graphic materials for printing advertising materials shall be delivered by the Customer to the e-mail address provided in the Order or shall send an information about a storage (including access information, if required) where such materials are available.

**5.3.** The Supplier shall ensure installation of advertising materials on advertising space no later than within 3 calendar days from the ad campaign launch, provided that the advertising materials or graphic materials for print are duly delivered to the Supplier within periods stipulated under Article V., par. 5.1. herein. If delivered late, the Supplier guarantees all dates and period specified herein, but postponed by the number of days of delay with the delivery of advertising materials by the Customer in default; the Supplier shall however make the best effort to reduce these times in any such case.

**5.4.** If the Supplier fails to observe the date of installation of advertising materials under Article V., par. 5.3 herein, the Customer will receive a proportional discount from the remuneration, which will correspond to the number of days for which the Supplier was in default with the installation of advertising materials. The Customer is not entitled to such discount when such delay with installation of advertising materials is caused by extraordinary weather conditions or by force-majeure (as defined in Article VIII., par. 8.4. herein). In these described cases, the date of installation of advertising materials will be adequately postponed by a period equal to the period of persisting force-majeure or extraordinary weather conditions.

**5.5.** If the Customer uses the advertising panel for multiple consecutive ad campaigns, the Customer may require in the agreement that the advertising material is placed on the ordered advertising space for multiple consecutive ad campaigns without removing it after the end of each ended ad campaign.

**5.6.** The Customer undertakes to provide additional advertising materials for each ad campaign for replacement purposes, at least 10% of the agreed quantity of material, which will be used by the supplier to repair the advertising space.

**5.7.** The Supplier will make indicative photographic documentation (at least 10% of the installations) of the installed advertising materials, which will be given to the Customer within 23 business days from the ad campaign launch or from the date of delivery of advertising materials, if delivered by the Customer after the ad campaign launch. The photographic documentation is for information purposes only and are a proof of installation of advertising materials.

**5.8.** The Supplier does not provide storage of the advertising materials after the end of ad campaign, all such advertising materials will be disposed of within 15 days from the end of the corresponding advertising campaign. In addition to the disposal as such, the Supplier shall also be entitled to use them at its own discretion, while the advertising material cannot be used for any public use, even gratuitous.

**5.9.** The Supplier does not automatically cover the advertising space after the campaign ends. If the Customer requires covering the whole ad campaign or a part thereof, the Customer shall request this in advance. This service is a subject to a fee.

#### **VI. Technical specifications**

**6.1.** The Customer undertakes to deliver advertising materials or graphic materials for printing that comply with the technical specifications sent to the by the Supplier upon the Customer's request to the Customer's e-mail address.

**6.2.** The Customer is responsible for the quality of the used advertising material delivered to the Supplier for installation, or of the material for printing provided to the Supplier for printing, and for the compliance of such material with the technical parameters listed in the technical specifications, and for complying with technical standards applicable to outdoor advertising, for graphic and text content and its compliance with the legal and ethical standards applicable in the Czech Republic. In this sense, the Customer is particularly responsible for observing the corresponding provisions of the Copyright Act, the Criminal Code, Advertisement Regulation Act, and for compliance with trademarks, etc. Should the Customer breach the provisions of the aforementioned laws and a third party will make an entitled claim towards the Supplier based on such breach and require any penalties, including the damages, the Customer undertakes to fully compensate the Supplier for all such penalties including damages in these cases. The aforesaid arrangements remain applicable even when exceeding the framework of common installation of advertising materials.

**6.3.** The Supplier shall not be responsible in any way for defects in quality that occurred during the installation, if caused by unsuitable advertising material, for its adhesion and colour and size stability and for other defects of quality manifested over the course of ad campaign.

**6.4.** The Supplier reserves the right to not execute the campaign or end it before the guaranteed ad campaign period ends if Rada pro reklamu (Advertising Committee) or other public, state, or other authorities call upon the Supplier to withdraw the advertisement, or recommends doing so, or if the execution of the campaign or its graphic motif contradicts the economic interests of the Supplier or its subcontractors directly involved in the project. In such case, the Supplier may end the ad campaign by not installing, removing, or covering the material, whereas such non-installation, removal, or cover shall not result in reduction of the agreed remuneration and the Customer shall pay full remuneration for the ad campaign to the Supplier.

#### **VII. Remuneration, invoicing**

**7.1.** The Supplier is entitled to an agreed remuneration for the services rendered. The remuneration for use of advertising space within individual advertising campaigns is set out when advertising space is ordered from the Supplier. Beside the price for using the agreed advertising space, the remuneration includes costs associated with transportation of standard advertising materials from storage (not applicable to superstructures or other structural elements) to the agreed place, the first installation of advertising materials on advertising spaces in case of paper installation or back-light, once per campaign, and the maintenance of advertising space and advertising panels for the whole term of use of advertising space, as well as costs associated with creating photographic proof. Prices and calculations do not include VAT. A payment is considered paid on the day when credited to the Supplier's bank account stated in the invoice.

**7.2.** The price for lease does not include costs associated with the production and transportation from print-shop to storage, unless agreed otherwise in the order.

**7.3.** The contracting parties agreed that the Supplier may require the Customer to pay the price listed in the Order in advance. If the Supplier requires payment in advance from the Customer, the Customer is obliged to fully pay such amount based on an invoice – tax document before becoming mature. The Supplier is not obliged to commence work under the Order and these GT&C and thus discharge its obligations until the invoice – tax document is paid to the supplier (credited to bank account). If the invoice – tax document is paid when overdue, changes in the composition of the ordered campaign might occur.

**7.4.** The Supplier will always issue corresponding invoices – tax documents to the Customer as to the 1st day of the corresponding calendar month in which the ad campaign will take place or as the parties agree, while the maturity of the invoiced amount will be stated in the tax document.

**7.5.** If the Customer is in default with the payment, the Supplier is entitled to a contractual penalty amounting to 0.05% of the owed amount for each day of delay. The provision concerning contractual penalty is without prejudice to the right to damages.

**7.6.** The Supplier may cancel the Order without notice period if the Customer is in default with payment of the remuneration or price as agreed under Article VII., par. 7.1., 7.2., 7.3. herein. In such case, the Customer shall pay the aforesaid remuneration or price to the Supplier in full, regardless of the terminated agreement. In addition, the Supplier may cover or remove the advertising space with advertising materials installed under an agreement that has been terminated and use it for another client.

#### **VIII. Other conditions**

**8.1.** The Supplier shall ensure regular check and maintenance of advertising space provided to the Customer. The Supplier may identify defects by own means during regular checks of leased advertising space or be notified by the Customer about such defect. The Customer shall notify such defect in writing, specify the damage, and state the location of the damaged advertising space, and possible with attached photography of the advertising space in question. The parties agreed that such notice sent by the Customer may also be sent to the Supplier by e-mail. The Supplier undertakes to remove such defect within 48 hours in the Capital City of Prague and within 72 hours in other locations after being reported or found in terms of own inspection or the Customer's report of defect (e.g. damage to advertising materials), and undertakes to ensure continuous operation of spotlights in illuminated advertising space within 48 hours in the Capital City of Prague and within 72 hours in other locations after the spotlights are found by own means or reported to be inoperable. These periods shall apply provided that the Customer satisfied the provision in par. 5.6. herein. If the aforesaid periods are not observed, the Customer is entitled in each following day to a discount amounting to 20% of the daily remuneration for the use of the advertising space in question (damaged) until the defect is corrected.

**8.2.** In the event of complete destruction of the advertising space with the Customer's advertising materials during a campaign ordered by the Customer for the given period, the Supplier will offer installation of advertising materials on alternative advertising space with similar advertising value to the Customer, if possible. The Customer shall respond to any such proposal in writing (even via e-mail) within three business days from receiving the proposal. Should the Customer fail to reply within such period, the contracting parties deem that the Customer agrees with such alternative installation of advertising materials proposed by the Supplier. Costs on alternative installation of advertising material shall be borne by the Supplier. Should the parties fail to agree on the alternative installation of advertising material or should advertising space with similar value be unavailable, the Customer (when paid in advance) is entitled to a partial refund corresponding to the part of remuneration paid for the advertising space in question and the corresponding part of the Order will terminate, unless the parties agree otherwise.

**8.3.** In the event of impossibility for the Supplier to ensure the repair of advertising space due to insufficient quantity of reserve advertising materials, this does not create grounds for the Customer's claim for damages or claim of any other penalties towards the Supplier.

**8.4.** In the event of impossibility to operate some of the advertising space selected under individual agreements due to force-majeure (the parties agreed that force-majeure include: wars, civil unrest, strikes, accidents, loss, destruction, or confiscation of the advertising panel or advertising space, change of applicable tax laws, measures of state authorities (notice, decision, etc.), and other similar events affecting the ability to perform obligations under the agreement and these GT&C and being beyond control of the contracting parties), extraordinary weather conditions, or for other reasons without fault, the Supplier undertakes, if possible, to offer substitute solution of similar advertising value and quality to the Customer. The Customer shall respond to any such proposal in writing (even via e-mail) within three business days from receiving the proposal. Should the Customer fail to reply within such period, the contracting parties deem that the Customer agrees with such alternative installation of advertising materials proposed by the Supplier. Costs on alternative installation of advertising material shall be borne by the Supplier. Should the parties fail to agree on the alternative installation of advertising material or should advertising space with similar value be unavailable, the Customer is entitled to a discount from the Order amounting to the quantity of not installed advertising posters and the period for which the advertising material was not installed on the panels, and the corresponding part of the Order will terminate, unless the parties agree otherwise.

**8.5.** The Customer agree that the Supplier may use photographs acquired during making photographic documentation of the campaign as its website for marketing purposes.

#### **IX. Consent to the processing of personal data**

**9.1.** Any and all personal data provided during the execution of the agreement are confidential towards third parties. By making the agreement, the Customer gives consent within the sense of Act No. 101/2000 Sb., on personal data protection and on change of certain other laws, as amended and effective (the "Act"), with gathering, storing, and processing his/her/its personal data, namely the name, surname, address, e-mail address, telephone number, and ordered services, required to perform obligations under the agreement and handle matters associated with executing the agreement.

**9.2.** The Customer has other rights according to Sec. 12 and 21 of Act No. 101/2000 Sb., particularly the right of access to information about processing of data related to him/her/it, right of correction thereof, removal of faulty state, right of blocking the data or requiring their deletion, as well as to right to receive compensation in the case of harm according to the applicable legal regulations, and the right to receive explanation, should the customer think that the processing contradicts the protection of private and personal life. The Supplier shall delete the Customer's personal data from the database, should the Customer request so in writing.

#### **X. Final provisions**

**10.1.** The contracting parties agreed that the content of orders is a subject to trade secret and shall be disposed of as such. The parties agree in the sense of this that they will instruct their employees or other persons (subcontractors, etc.) accordingly, if they are involved in the Order.

**10.2.** Should servitude be mentioned herein, it means the submission and actual delivery of corresponding communication via postal services operator (Česká pošta s.p., PPL CZ, s.r.o., DHL, etc.), via public data network from the Customer's data box to the Supplier's data box or vice versa, or by an electronic message from a domain that can be considered without reasonable doubts to be used exclusively by the contractual party.

**10.3.** The GT&C are valid and applicable for all made Orders / Framework Agreement, unless set out otherwise therein.

**10.4.** The current wording of the GT&C is available at the Supplier's website [www.cmedia.cz](http://www.cmedia.cz) or [www.pronajem-billboardu.cz](http://www.pronajem-billboardu.cz)

**10.5.** Furthermore, the Supplier may amend the GT&C and such amendment shall be then published at the Supplier's website, whereas the GT&C applicable to a given order are the GT&C valid and applicable at the date of making the Order / Framework Agreement, as amended by GT&C amendments, if any.

**10.6.** Any and all rights and obligations not regulated by the Framework Agreement or these GT&C shall be governed by the laws of the Czech Republic, specifically Act No. 89/2012 Sb., the Civil Code, and in relation to consumers the Act No. 634/1992 Sb., regulating protection of consumers, as amended.

**10.7.** The subject having competence over matters related to consumer disputes according to Act No. 634/1992 Sb., regulating protection of consumers, as amended, is Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)).

**10.8.** The parties represent that they have read these GT&C and understand their content.



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