

General Terms & Conditions for Internet Advertising

1 Introductory Provisions

- 1.1 These General Terms & Conditions for Internet Advertising govern the publishing of promotional and other advertising (hereinafter referred to as "Advertising" or "Advertisement") on the Internet pages operated by the VLTAVA-LABE-PRESS, a.s. Company, Registered Office: České Budějovice, nám. Přemysla Otakara II. 8/5, Company Identification No. 61860981, recorded in the Commercial Register at the Regional Court in České Budějovice in section B, file 1028 (hereinafter referred to as "Publisher").
- 1.2 Throughout the entire period of their validity these General Terms & Conditions are also available for viewing on the Internet pages of the Publisher at www.mojeinzerce.cz.

2 Contract

- 2.1 The Publisher publishes Advertisements on his Internet pages, on the basis of a Contract on Internet Advertising (hereinafter referred to as "Contract") concluded between the Publisher and the submitter of the Internet advertising (hereinafter referred to as "Submitter"), which the Publisher undertakes to publish for the Submitter on the basis of the conditions agreed in the Contract, and the Submitter undertakes to pay remuneration to the Publisher for this service (hereinafter referred to as "Remuneration").
- 2.2 These General Terms & Conditions form a part of the Contract, within the scope of § 273 of the Commercial Code. Variant definitions in the Contract shall take priority over the wording of these General Terms & Conditions.
- 2.3 The Contract, and the legal relationship established in accordance with it, between the Publisher and the Submitter shall be governed by the Commercial Code, specifically by § 536 and following of the Commercial Code, regarding contracts for work.
- 2.4 The Contract shall be concluded in writing. In general, for the conclusion of the Contract, the form published by the Publisher on his Internet pages at www.mojeinzerce.cz will be used.
- 2.5 A person who concludes the Contract on behalf of or as a representative of the Submitter, is required to provide evidence, prior to its conclusion, of his/her identity and of his/her authorisation. The Publisher is entitled, for the purpose of the conclusion and performance of the Contract and for the exercising of claims, to record and to archive a copy of the original identification document and of the proof of authorisation of the person who, as a representative on behalf of the Submitter, concluded the Contract.
- 2.6 The Contract usually includes:
 - 2.6.1. the Specification of the Contracting Parties;
 - 2.6.2. the Specification of the person(s) on behalf of whom the Advertisement shall be published, in the event that the Submitter is not that person;
 - 2.6.3. the Specification of the Advertisement and of the manner of its publication;
 - 2.6.4. the Specification of the Remuneration for the publication of the Advertising;
 - 2.6.5. a Reference to these General Terms & Conditions;
 - 2.6.6. an Arbitration Clause.
- 2.7 The Contract Treaty may only be amended or cancelled in writing; any agreement concerning an amendment to, or cancellation of, the Contract must be in written form and a Declaration of the Will of both Contracting Parties shall constitute an item of that same document.

3 Advertising

- 3.1 Unless otherwise agreed in the Contract, the Publisher will publish the Advertisement with the content and according to the design specified by the Submitter.
- 3.2 Unless otherwise agreed in the Contract, the Submitter is obliged to deliver to the Publisher the content and the design of the Advertisement to be published, no later than five (5) working days prior to the first date of publication of the Advertisement.
- 3.3 The Submitter shall provide the content and the design of the Advertisement to the Publisher in the manner of delivery of the Advertisement in electronic form, permitting its publication without any further processing, in accordance with the Contract, by e-mail to the address agreed in the Contract, or, in the event that an address was not agreed in the Contract, to: inzerce.web@denik.cz. The Advertisement:
 - 3.3.1. must be prepared in the GIF, JPEG, PNG, Flash or HTML formats;
 - 3.3.2. must conform to the recommended specifications of the Association for Internet Advertising, available at its Internet pages at www.spir.cz;
 - 3.3.3. shall contain a reference to the target URL, in accordance with the Contract;
- 3.4 Advertising processed in the Flash format:
 - 3.4.1. Must permit automatic registration by a user's click on the Advertisement;
 - 3.4.2. Must be supplemented with information concerning which version of plug-in is required for proper viewing;
 - 3.4.3. when published the Advertisement, must be accompanied by an image, which will be displayed to those users who do not have an appropriate plug-in installed in their Internet browser;
- 3.5 An Advertisement processed in HTML format must not interfere with the displaying of the Internet page on which it will be presented.
- 3.6 Unless agreed otherwise in the Contract, the Advertisement must not, in its (data) size, exceed the maximum size specified on the Publisher's pricelist for individual advertising positions, which is available for viewing on the Publisher's Internet site at www.mojeinzerce.cz and which are valid at the time of the conclusion of the Contract.
- 3.7 Unless otherwise agreed in the Contract, one Advertisement published by the Publisher in one advertising position can refer to only one (1) target URL address.
- 3.8 The Publisher is not required to archive the Advertising submitted by the Submitter for publication.
- 3.9 The Advertisement should promote the Submitter or his client, as referred to in the Contract, or their products or services. The Advertising must not promote any entity, nor its products or services, which has not been specified in the Contract.
- 3.10 The Submitter is authorised to submit to the Publisher for publication only Advertising that s/he – both in terms of content and design – is freely entitled to administer without any restriction, on the basis of a license or other agreement with authors or other individuals, or based on other legal grounds. The Submitter is obliged to ensure that the Advertisement and its publication, in accordance with the Contract:
 - 3.10.1. does not improperly interfere with the copyright or other rights related to the copyright of any third party (including entities exercising these rights);
 - 3.10.2. does not improperly interfere with the rights of any third party to the subject, in regard to industrial or other intellectual property rights;

- 3.10.3. does not constitute unfair competition (in particular by causing a likelihood of confusion, derogation or any breach of trade secrets) or similar activity;
 - 3.10.4. does not contravene the rules on the protection of classified information;
 - 3.10.5. does not improperly contravene the right of protection of personality rights or the protection of the goodwill of any third party;
 - 3.10.6. does not breach or damage any other rights or legitimate interests of any third party nor of the the Publisher and
 - 3.10.7. is not in contravention of the valid legal regulations of the Czech Republic;
 - 3.10.8. is not inconsistent with the Rules of Advertising published by the Council for Advertising;
 - 3.10.9. is not in contravention of the principles of fair commerce nor of accepted principles of morality.
- 3.11 The Submitter, at the request of the Publisher, is obliged to demonstrate that the Advertising complies with the requirements defined in paragraph 3.10. of these General Terms & Conditions.
- 3.12 The Publisher, in regard to the publication of the Advertising, has a fundamental interest in the preservation and reinforcement of its goodwill and reputation as the publisher of a serious periodical press and as the provider of trust-worthy Internet news servers. Against its legitimate interests would be, on the other hand, specific publication of any immoral, extremist, socially or politically incorrect, discriminatory or false, misleading or otherwise dishonest Advertising or even the publication of Advertising whose legality is questionable. Also considered as against the Publisher's legitimate interest would be the publication of Advertising promoting Companies, Products or Services, which are in competition with the Publisher.
- 3.13 In the event that the Advertising submitted by the Submitter to be published does not conform to the requirements defined in the Contract and in these General Terms & Conditions, the Publisher is entitled to refuse publication of the Advertisement. The Publisher is obliged to inform the Submitter concerning his refusal of publication of the Advertising within five (5) working days from the submission of the Advertising for publication. The Submitter is entitled to submit to the Publisher, by the end of the period referred to in paragraph 3.2 of these General Terms & Conditions, for publication a revised or different Advertisement (in electronic form) that conforms to the requirements defined in the Contract and by these General Terms & Conditions.
- 3.14 The Submitter undertakes to refund to the Publisher the cost for any damages which he may suffer as the result of publication of an Advertisement, especially if the Advertisement does not conform to the requirements as defined by the Contract and these General Terms & Conditions.
- 3.15 If agreed in the Contract, the Submitter is entitled to amend (update) the Advertisement a maximum of twice (2X), within the agreed period of publication. For emendation (update) of the Advertisement by analogy the provisions of this Article of this Contract and these General Terms & Conditions apply.
- 3.16 If the Submitter is delayed in delivering the Advertisement to be published (as established in conformity with the requirements defined in the Contract or in these General Terms & Conditions), s/he will be obliged to pay a contractual penalty to the Publisher in the amount of the Remuneration agreed in the Contract, or – in the event that the amount of the Remuneration was not agreed in the Contract – in that sum of the Remuneration established for the publication of Advertising, in accordance with the Publisher's pricelist, valid at the time of the conclusion of the Contract, which is available at the Internet website of the Publisher: www.mojeinzerce.cz.
- 3.17 If the Submitter is delayed in delivering the Advertisement to be published (as established in conformity with the requirements defined in the Contract or in these General Terms & Conditions), the Publisher is entitled to withdraw from the Contract.

- 3.18 If agreed in the Contract, the Advertisement to be published will be created for the Submitter by the Publisher. In such cases the Submitter is required to deliver to the Publisher, no later than ten (10) working days prior to the first date of publication of the Advertising, all data and information requisite for the creation of the Advertising (including logos, the wording of the advertisement and/or information about the purpose of the Advertising and the entity or products or services to be promoted by the Advertising) and instructions for its creation. In regard to the documentation and information delivered and the guidelines communicated by the Submitter to the Publisher, the provisions of paragraphs 3.7, 3.10, 3.16 and 3.17 of these General Terms & Conditions are valid by analogy.
- 3.19 If agreed in the Contract, the Publisher is required, prior to the publication of the Advertisement created by him, to deliver it for proofing to the Submitter. The Submitter is required to comment on the Advertisement within two working days of its delivery; if the Submitter does not comment on the Advertisement during this period, the Advertisement shall be deemed to have been approved. Reproofing of the material is excluded. If the Submitter rejects the Advertisement or if the Publisher refuses to act on the Submitter's comments on the Advertisement, both the Publisher and the Submitter shall be entitled to withdraw from the Contract. However the Publisher's entitlement to receive payment for the creation of the Advertising remains unchanged.
- 3.20 By the conclusion of this contract the Submitter provides the Publisher the right to use the Advertising or any part of it in the promotion of the services provided by the Publisher to third parties. Compensation for this use is included in the Remuneration.

4 Publication of the Advertising

- 4.1 The Publisher publishes the Advertising in the manner agreed in the Contract. In the event that the manner of publication has not been agreed in the Contract, the Publisher is entitled to select the manner of publication in order that it shall
- 4.1.1. correspond with the nature of the Advertising;
 - 4.1.2. correspond with the agreed Remuneration for the Publishing of the Advertising;
 - 4.1.3. permit the publishing of the Advertisement as soon as is possible after the conclusion of the Contract, taking into account the operational capability of the Publisher;
- The Publisher is hereby authorised to select the advertising position, format, server, section, home-page or sub-page of the server or section and the cycle of the publication of the Advertisement.
- 4.2 In the event of the publication of the Advertising, the Publisher is not obliged to take into account the appropriateness of the related editorial content of the Internet pages on which the Advertisement is located, nor its compatibility with the other advertisements published at this site.
- 4.3 The Publisher will publish the Advertising in accordance with the time-schedule agreed in the Contract. In the event that the time of publication of the Advertisement has not been specified in the Contract, the Publisher will publish it as soon as is possible subsequent to the conclusion of the Contract, taking into account the operational capacity of the Publisher.
- 4.4 Unless otherwise agreed in the Contract, the Publisher is authorised to publish, in one advertising position, not more than four (4) alternating Advertisements (hereinafter referred to as "Rotation").
- 4.5 The Publisher is entitled to designate the Advertising in an appropriate manner (with a designation of PR, advertising, promotion, commercial presentation, etc.) as advertising or promotion, unless it is obvious from its design, without further explanation, that this does not constitute a part of the editorial content of the Internet pages.

- 4.6 The provider will permit the client free access to the on-line advertising system, which displays statistics of the number of views (impressions) of the campaigns implemented and the number of clicks on web pages (URLs) provided by the client. The website containing the above mentioned information will be transmitted to the client, at the latest, on the launch-date of the advertising campaign.

5 Complaints

- 5.1 The Submitter is obliged, immediately after the commencement of publication, to verify the accuracy of the content and the functionality and quality of the design of the Advertising.
- 5.2 In the event that the Publisher publishes an Advertisement containing errors, especially if he should publish it with incorrect content, non-functionality, with an incorrect design or in an improper manner (in the wrong location, advertising position, with the wrong rotation, etc.), the Submitter is entitled to:
- 5.2.1. require the elimination of the defect (if possible) and/or to
 - 5.2.2. require the replacement of the publishing of the Advertising, without the defect, to an extent corresponding with the nature of defect and the extent to which it occurred during the publication of the Advertising.
- 5.3 The Submitter is obliged to submit any claim in regard to the Publisher's liability for defects, in accordance with paragraph 5.2 of these General Terms & Conditions to the Publisher, in written form within three (3) days from the time when detection of the defect could first take place and not later than three (3) days from the publication of the Advertising (the end of its publishing), otherwise it becomes null and void. In addition to the filing of a claim, the Submitter is required to precisely specify the defect, which justifies the claim.
- 5.4 The Publisher will provide substitute publication of the Advertising, in accordance with paragraph 5.2.2 of these General Terms & Conditions, as soon as is possible after the exercising of the right for it, taking into account the operational capacity of the Publisher. If the Publisher does not provide substitute publication of the Advertising within thirty (30) days from the claim of the right for it, the Submitter shall be entitled to ask for a rebate of the Remuneration for Publication of the Advertising, appropriate to the nature of the defects and the extent to which it occurred in the publication of the Advertising.
- 5.5 The Submitter's claims for the Publisher's liability for defects, in accordance with paragraph 5.2 of these General Terms & Conditions, are not applicable if the publication of the Advertising with defects was caused by circumstances nullifying the liability. Such circumstances are defined as civil commotions, military operations, crisis situations, intervention by the courts or by public authorities, shortages of electricity, the technical incapacity of third parties or technical failures caused by third parties, strikes or lockouts, or other events beyond the control of the Publisher.
- 5.6 The Publisher shall be responsible for damages caused by the breach of any of the obligations accruing to him from the conclusion of the Contract.
- 5.7 The Submitter is obliged to proceed in such a manner that even the breach of any of the obligations of the Publisher arising from the conclusion of this contract should not give rise to the Submitter's obligation to pay a contractual penalty or any other similar payment to a third party, nor that it would lead to the expiration of the right for a discount, reward or other similar payment.
- 5.8 The amount of damages for which the Publisher is obligated, in terms of his liability for compensation for damages caused by the breach of any of the obligations arising from the concluding of the Contract, is limited to the amount of the Remuneration agreed in the

Contract, or – in the event that the Remuneration was not agreed in the Contract – the amount of the Remuneration for the publication of the Advertisement, defined in accordance with the pricelist of the Publisher, available on the Internet pages of the Publisher at www.mojeinzerce.cz and valid as of the first day of the publication of the Advertisement.

6 Remuneration

- 6.1 The Submitter is obliged to pay the Publisher the Remuneration agreed in the Contract for the publication of the Advertisement.
- 6.2 In the event that the Remuneration was not agreed in the Contract, the Submitter is obliged to pay the Publisher the Remuneration defined in accordance with the pricelist of the Publisher, available on the Internet pages of the Publisher at www.mojeinzerce.cz and valid as of the date of the conclusion of the Contract.
- 6.3 In the event that the Publisher shall, in accordance with the Contract, publish the Advertisement during one calendar month, unless otherwise agreed in the Contract, the Remuneration is payable as a lump-sum within fourteen (14) days after the publication of the Advertisement (after the end of its publishing).
- 6.4 In the event that the Publisher shall, in accordance with the Contract, publish the Advertisement during a period of several calendar months, unless otherwise agreed in the Contract, the Remuneration is payable in instalments corresponding with the extent to which the advertisement was published in each individual calendar month, within fourteen (14) days
- 6.4.1. from the last day of each the calendar month, if these are the first and the subsequent calendar month of the publication of the Advertisement, with the exception of the last month, and
- 6.4.2. from the publication of the Advertisement (the ending of its publishing), if this is the last calendar month of the publication of the Advertisement.
- 6.5 If there is reasonable doubt about the solvency of the Submitter, particularly as to whether an insolvency petition has been filed against the Submitter or any execution proceeding is being conducted against him/her or the instigation of such a proceeding, the Publisher shall be entitled to require the payment of the Remuneration, or its instalments, in advance, regardless of the maturity date for the Remuneration agreed in the Contract, or otherwise defined in accordance with paragraphs 6.3 or 6.4 of these General Terms & Conditions; the provisions of paragraph 6.9 of these General Terms & Conditions shall apply by analogy.
- 6.6 The Publisher will issue and deliver a tax document (invoice) to the Submitter regarding the Remuneration or its instalments, in accordance with the legal regulations concerning value added tax, without undue delay. Non-issuance or non-delivery of the tax document (invoice) does not, however, affect the maturity of the Remuneration or its instalments.
- 6.7 The Publisher, in connection with the maturity of the Remuneration or its instalments, or in connection with their billing, is not required to prove to the Submitter the publication of the Advertisement. The provision of paragraph 4.6 of these General Terms & Conditions remains unaffected.
- 6.8 In the event that the Submitter falls into arrears in regard to the payment of the Remuneration or its instalments, he is obliged to pay interest to the Publisher on any arrears in the amount of 0.05% of the amount due for each day of delay, until he has made good the amount owed.
- 6.9 In the event that the Submitter falls into arrears with the payment of the Remuneration or its instalments, the Publisher is authorised to postpone or to suspend the publication of the Advertisement until the payment of the amount owed. The Publisher will publish the advertisement or complete its publication, in accordance to his operational capacity, as soon

as possible after the satisfaction of the amount due, unless, in the meantime, he has already withdrawn from the Contract.

- 6.10 In the event that the Submitter falls into arrears with the payment of the Remuneration or its instalments by a period which is longer than thirty (30) calendar days, he is obliged to pay the Publisher a contractual penalty in the amount of the Remuneration agreed in the Contract, or – unless the Remuneration was not agreed in the Contract – in the amount of the Remuneration for the Publication of the Advertisement, in accordance with the pricelist of the Publisher, available on the Internet pages of the Publisher at www.mojeinzerce.cz and valid as of the date of the conclusion of the Contract.
- 6.11 In the event that the Submitter falls into arrears with the payment of the Remuneration or its instalments, by a period, which is longer than thirty (30) calendar days, the Publisher is entitled to withdraw from the Contract.
- 6.12 In the event that the Submitter falls into arrears with the payment of the Remuneration or its instalments, the Publisher is also entitled to:
- 6.12.1. postpone or suspend the publication of the Advertisement and/or of other (also printed) advertising in accordance with other Contracts on Internet advertising, or other contracts on advertising concluded with the Submitter; and/or
 - 6.12.2. require the immediate payment of all remuneration due for the publication of the Advertisement and/or for other (also printed) advertising in accordance with such contracts, regardless of whether he has already provided, in accordance with these contracts, their performance to the Submitter; and/or
 - 6.12.3. withdraw from some or all of these contracts on Advertising or from other contracts on Advertising, even if they have been concluded during the actual period of the delay.

7 Withdrawal from the Contract

- 7.1 The Submitter is entitled, prior to the publication of the Advertisement (at the inception of its publication), no later than five (5) calendar days prior to the first day of its publication, to withdraw from the Contract; however s/he is obliged to pay, in this event, compensation in the amount of:
- 7.1.1. fifty (50)% of the Remuneration agreed in the Contract, or – in the event that the Remuneration was not agreed in the Contract - in the amount of fifty (50)% of the Remuneration for the publication of the Advertisement in accordance with the pricelist of the Publisher available on the Internet pages of the Publisher at www.mojeinzerce.cz and valid as of the date of the conclusion of the Contract, in the event of withdrawal from the Contract at least ten (10) calendar days prior the first date of the publication of the Advertisement,
 - 7.1.2. one hundred (100)% of the Remuneration agreed in the Contract, or - in the event that the Remuneration was not agreed in the Contract - in the amount of one hundred (100)% of the Remuneration for the publication of the Advertisement in accordance with the pricelist of the Publisher available on the Internet pages of the Publisher at www.mojeinzerce.cz and valid as of the date of the conclusion of the Contract, in the event of withdrawal from the Contract less than (10) calendar days, but at least five (5) calendar days prior to the first date of the publication of the Advertisement.
- 7.2 Withdrawal from the Contract in accordance with paragraph 7.1 of these General Terms & Conditions is not precluded, if the Publisher created the Advertisement for the Submitter in accordance with paragraph 3.18 of these General Terms & Conditions. The Publisher's entitlement to the payment for the cost of the creation of the Advertisement remains unaffected, in addition to the right for compensation.

7.3 Other cases of withdrawal from the Contract are governed by the provisions of paragraphs [3.17](#), [3.19](#), [6.11](#) and [6.12](#) of these General Terms & Conditions and current legislation.

8 Other arrangements

8.1 Any documents relating to the Contract are to be delivered:

8.1.1. by the Submitter to the Publisher at the address of his registered office or at the address VLTAVA-LABE-PRESS, a.s., Přátelství 986, 104 00 Prague 10 - Uhřetěves, and

8.1.2. by the Publisher to the Submitter – in accordance with his choice – to the address indicated by the Submitter in the header of the Contract or to an address notified by the Submitter to the Publisher at a later date, or to the address defined by the Submitter as his/her Registered Office or place of business in a commercial or trading or another similar register.

8.2 Any document sent to the address stated in paragraph [8.1](#) of these General Terms & Conditions are, in terms of the legal relationship between the Submitter and Publisher, deemed to have been delivered, even if the addressee, for whatever reason (e.g. because s/he moved or for another reason is no longer located at this address) did not receive it or refused to accept it.

8.3 The Submitter is obliged to inform the Publisher, without undue delay, concerning a change of the Registered Office or of the place of business and about a change to the mailing address listed in the header of the Contract.

8.4 By the conclusion of the Contract the Submitter – the physical entity – grants consent to the Publisher for the processing of his/her personal data, as communicated to the Publisher, in the course of the conclusion and performance of the Contract, namely:

8.4.1. voluntarily, even if the legislation does not require this consent;

8.4.2. for the purpose of the conclusion and performance of the Contract; and

8.4.3. for the purpose of the implementation of the marketing activities of the Publisher (including offering business and services, also in the form of electronic methods); and

8.4.4. for the purpose of the implementation of the research of NetMonitor Internet advertising by the Association for Internet Advertising;

8.4.5. for a period of ten (10) years; for the period of the duration of the Contract, without any possibility of appeal, and additionally with the right for revocation of consent at any time by e-mail to the address inzerce.web@denik.cz;

8.4.6. to be processed by the Publisher or by another processor designated by him;

8.4.7. with the Publisher's right to make available the personal information to other persons involved in the performance of the Contract or the implementation of marketing activities on behalf of the Publisher.

8.5 The Submitter – the Physical Entity – has the right to require from the Publisher access to his/her personal data, the information concerning its processing, an explanation and if necessary removal of an error status generated during the processing of his/her personal data (namely by blocking, correction, supplementing or liquidation) and the right to apply to the Office for the Protection of Personal Data, as well as other rights granted by § 21 of the Act No. 101/2000 Coll., On the protection of personal data.

8.6 By the conclusion of the Contract the Submitter – the Corporation – grants consent to the Publisher for the processing of its relevant personal data to a similar extent as the Submitter – the Physical Entity – in accordance with paragraph [8.4](#) of these General Terms & Conditions.

8.7 By the conclusion of the Contract the Submitter confirms that prior to its conclusion s/he has been made fully cognisant of the pricelist of the Publisher, which is available on the Internet

pages of the Publisher at www.mojeinzerce.cz and will become valid as of the date of the conclusion of the Contract.

- 8.8 In addition to the payment of a contractual penalty compensation can also be sought for damages caused by delays in the meeting of obligations or by breach of obligations for which a contractual penalty is applicable, even in an amount in excess of the contractual penalty.
- 8.9 Any disputes, which may arise from the Contract and in relation to it, shall be resolved by arbitration, in accordance with Act No. 216/1994 Coll. The arbitrator for such disputes shall be appointed by the Czech Chamber of Arbitrators, based in Brno, Jubilejní 32 (hereinafter referred to as "CCA"). The arbitration proceedings will be initiated by a complaint, which will be submitted to CCA by any party to the dispute; it will be conducted in accordance with the law of the Czech Republic and with the Rules of Procedure of the CCA and will be administered on the basis of written documentation, without an oral hearing. The dispute will be decided according to the principles of justice. The arbitration decision will be issued without written justification. The arbitration proceeding is terminated by the issuance of an arbitration award or order.