

General Terms and Conditions of Advertising

Effective as of 1.1.2024

1. General Provisions

- 1.1. Seznam.cz, a.s., Radlická 3294/10, Prague 5 - Smíchov, Postal Code: 150 00, ID No.: 261 68 685, registered in the Commercial Register maintained by the Municipal Court in Prague, File No.: B 6493 (hereinafter referred to as "Seznam") is entitled to provide advertising space to interested parties within the periodical Právo and its magazines (hereinafter referred to as "Titles"), the publisher and operator of which is BORGIS a.s, with registered office at Prague 2, Slezská 2127/13, Postal Code: 121 50, ID No.: 00564893, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. B 267 (hereinafter referred to as the "Publisher"). Seznam is entitled to publish in the Titles advertisements and prospectus supplements (hereinafter referred to as "Advertisements") ordered by interested parties (hereinafter referred to as the "Customer"), in accordance with the rules contained in these Terms and Conditions (hereinafter referred to as the "Terms and Conditions").
- 1.2. The Terms and Conditions also include the currently valid Advertisement Price List, which is available at: <https://www.pravo.cz/pdf/cenik.pdf>.
- 1.3. Seznam reserves the right to amend these Terms and Conditions to the reasonable extent. The updated version of the Terms and Conditions will always be published on www.seznam.cz and www.pravo.cz. The Customer is entitled to reject such changes and in such case the Customer is entitled to terminate the commitment for this reason in writing within 14 days of the change being made to the address of Seznam's registered office. In the event of a conflict in the wording of the Terms and Conditions, the Terms and Conditions published at www.pravo.cz shall be deemed valid and binding.

2. Placing Advertisement

- 2.1. The Customer places the Advertisement on the basis of a written order or an order with an electronic signature or on the basis of a written contract. A written order shall also be deemed to be an order sent by e-mail if it contains a scanned signature of a person authorised to act on behalf of the Customer.
- 2.2. The Order must contain all the essential elements, especially the business name or name and surname of the Customer, its registered office or residence, or contact address for sending order confirmation and tax documents, VAT number, tax identification number, bank connection, name of the responsible contact person, name and signature of the Customer, its statutory body or its authorized representative, as well as the exact specification of the ordered Advertisement. If the Customer is a person who has a framework agreement with Seznam, the business name of the company for which the Advertisement is mediated, its identification data and whether the Customer is obliged to pay the price for the given performance shall also be indicated. In the case of an order on behalf of a third party, the Customer shall provide the corresponding authorisation of this third party. The authorisation to purchase Advertisement may also be given in the form of a list of clients, which forms part of the framework agreement concluded between the Customer and Seznam.
- 2.3. The Order is binding for Seznam only after Seznam confirms it in writing or by e-mail to the Customer. The order confirmation shall include confirmation of the term and price calculation and shall be deemed to constitute a contractual relationship between Seznam and the Customer, which shall be governed by the provisions of these Terms and Conditions.
- 2.4. Seznam reserves the right to change the date of publication in exceptional cases after agreeing the change of the date with the Customer.
- 2.5. For inserted, sewn or pasted Advertisements, Seznam or the Publisher reserves the right to request a "blind sample" from the Customer at the same time as the order - a mock-up of the advertising material. Upon receipt of the sample, Seznam undertakes to confirm the order within 3 working days. The sample approved by the Seznam then forms an annex to the order.
- 2.6. In the event that the Customer requests cancellation or cancels an already confirmed order, the Customer is obliged to pay to Seznam a contractual penalty in the form of a cancellation fee in the amount of the agreed price of Advertisement according to the confirmed order (calculated from the price excluding VAT).

3. Framework Agreement

- 3.1. Seznam and the Customer may conclude a framework agreement for the publication of advertising in a pre-decided scope, which may also define the terms and conditions and the amount of any discounts. Seznam reserves the right to enter into a contractual relationship with the Customer by means of a written framework agreement if the Customer's turnover for the publication of Advertisements for the 12 immediately preceding consecutive calendar months reaches an amount of CZK 1,000,000.00 excluding VAT (in words: one million Czech crowns). In the cases referred to in the preceding sentence, the Customer shall provide the Customer with all assistance for the purpose of concluding a framework agreement and shall conclude such an agreement with Seznam.
- 3.2. The framework agreement must have all substantial elements, in particular it must contain the time period during which the Advertisement will be published, the agreed scope including the financial volume, the set discounts and the Title(s) in which the Advertisement is to be published.
- 3.3. Publication of Advertisements under the framework contract is carried out on the basis of individual sub-orders.

4. Advertising materials

- 4.1. The Customer is responsible for the timely and error-free delivery of the advertising materials. Timely delivery means:
 - For newspaper advertising, the finished documents must be delivered 3 days before dispatch;
 - for Advertisement in the magazine the finished documents must be delivered 2 weeks before dispatch.
- 4.2. The Customer is fully liable for the content and legal admissibility of the text and images for the Advertisement.
- 4.3. Neither Seznam nor the Publisher is liable for the form or content of the Advertisement. Furthermore, they have no obligation to investigate whether the Advertisement infringes the rights of third parties. In the event of claims by a third party in connection with the publication of a demonstrably false or legally inadmissible Advertisement, the Customer shall assume all liabilities arising from such legitimate claims or shall indemnify Seznam or the Publisher for any damages incurred by the above-mentioned actions of the Customer.
- 4.4. If the Customer places an order and it is duly accepted by Seznam and the Customer fails to deliver the advertising materials within the time limits specified in these Terms and Conditions, Seznam is not obliged to publish the Advertisement. At the same time, in this case, Seznam is entitled to demand payment of a contractual penalty in the amount of the agreed price for the Advertisement according to the confirmed order (calculated on the price excluding VAT) and the Customer is obliged to pay it within the specified time limit according to the issued invoice. Seznam is also entitled to claim compensation from the Customer for any damage caused thereby or to withdraw from the contract.
- 4.5. If, due to incomplete documents of the Customer, Seznam publishes only a part of the Advertisement, Seznam is entitled to invoice the entire agreed price of the Advertisement according to the confirmed order, provided that the Customer is not entitled to compensation or claim for the days when the Advertisement was not subsequently published on time Seznam due to failure to provide such complete documents.

5. Publishing conditions

- 5.1. If, as a result of stylization, the Advertisement is not recognizable and could be considered an editorial text, Seznam or the Publisher reserves the right to separate it from the editorial content by a line and/or designation "Advertisement", "Commercial presentation" or similar, together with the assigned number of the Advertisement.
- 5.2. Seznam or the Publisher reserves the right to grammatically modify the text of the Advertisement according to the rules of Czech spelling.
- 5.3. If the Customer does not choose a specific type, size, location or date of Advertisement, it is deemed that he/she transfers this choice to Seznam, with the Customer being obliged to pay the price of the actually implemented Advertisement on the basis of the issued tax document. Seznam shall ensure the publication of the Advertisement with regard to the current possibilities of the periodical in question.
- 5.4. If the Customer orders an Advertisement with dimensions that do not correspond to the dimensions specified in the Advertisement Price List, the Advertisement will be adjusted to the nearest possible dimension and confirmed and invoiced as such.

5.5. Seznam or the Publisher guarantees for its Titles the standard quality of printing of Advertisements, limited by the quality of the materials supplied for production and the technology and standardized paper used for rotary printing.

6. Right to refuse Advertisement

6.1. Seznam is entitled to refuse to publish an Advertisement if its wording, meaning or form contradicts the ethical principles and interests of Seznam or the Publisher, or if it is contrary to legal regulations, ordinances, good manners or customs.

6.2. Seznam is not obliged to justify to the Customer why it has rejected the Advertisement.

6.3. Seznam reserves the right not to accept an order for Advertisement from a Customer who owes for a previously published Advertisement, or to suspend performance until the amount owed is paid. This measure may also be applied by Seznam during a long-term advertising campaign where the Customer continuously fails to meet its obligations.

7. Non-fulfilment of order

7.1. In the event of force majeure, Seznam shall be relieved of its liability to perform obligations and provide compensation for damages incurred.

7.2. If the agreed order, on which the relevant discount was determined and provided to the Customer, is not fulfilled due to the Customer's fault, Seznam is entitled to demand the Customer to pay a contractual penalty in the amount of the difference between the agreed discount and the discount actually provided as per the Advertisement Price List.

7.3. For demonstrably serious editorial reasons, Seznam reserves the right not to adhere to the confirmed position of the Advertisement. In this case, no additional charge for the requested placement will be invoiced and the Customer is not entitled to any further discount or claim.

8. Advertisement price and payment terms

8.1. The Customer is obliged to pay the price of the Advertisement on the basis of a tax document - invoice issued by Seznam. Invoices with the details of a tax document (tax documents) shall be issued within 15 days from the date on which the obligation to declare tax or to declare performance arose. This date is the date of receipt of payment, the date of issue of the tax document or the date of provision of services (last day of the Advertisement), whichever is earlier. If the Advertisement runs continuously over several calendar months, partial invoices are issued at the end of each calendar month for a proportionate part of the Advertisement, provided that it is a postpaid Advertisement. In the event that prepayment is required, the Advertisement, even if it runs continuously over several calendar months, is invoiced in one lump sum. Tax documents are issued with the billing data according to the respective order or advance invoice. The invoice is payable within 14 days from the date of issue.

8.2. Advertisement prices are specified in the Advertisement Price List (<https://www.pravo.cz/pdf/cenik.pdf>) and are stated net of VAT at the legal rate.

8.3. Seznam reserves the right to set out individual commercial and payment terms, including prices Advertisements in the relevant framework contract.

8.4. If the Customer does not specify the exact size of the Advertisement and leaves the adjustment to Seznam, the basis for calculating the price of the Advertisement is the published format.

8.5. Seznam is entitled to ask the Customer for an advance payment or payment of the Advertisement in advance up to 100% of the price of the Advertisement (including VAT) on the basis of an advance invoice. The relevant payment must then be credited to Seznam's account no later than two (2) working days before the publication of the Advertisement. In the event that the payment is not credited to Seznam's account in due and timely manner, Seznam shall not be obliged to execute the Advertisement.

8.6. In the event of delay in payment, Seznam is entitled to charge the Customer interest for each day of delay at the rate of 0.05% of the amount due.

8.7. An Advertisement shall be deemed to have been duly paid for if it has been paid for in the amount and under the variable symbol specified on the order/invoice. Payment shall be deemed to be the crediting of the amount to the bank account of Seznam as shown on the invoice/advance invoice.

8.8. The Customer is not entitled to unilaterally set off its claims against the claims of Seznam or to pledge or otherwise encumber them with a third party right.

9. Complaints

- 9.1. Complaints about the Advertisement may only be made in writing within 14 calendar days of its publication. Seznam reserves a period of 30 calendar days to decide on the complaint. The Customer is obliged to provide the following information when making a complaint: the name of the Customer or the Customer (in the case of an agency), the name of the campaign, the location and date of the Advertisement, the assigned order number, which is always given with the confirmation of receipt of the order.
- 9.2. In the event of the publication of wholly or partially illegible, incorrect or incomplete Advertisement, the Customer shall be entitled to a discount or error-free replacement Advertisement, but only to the extent that its purpose has been limited. The method of compensation is at the discretion of Seznam. Any discount will be made on the basis of a corrective tax invoice issued by Seznam no later than 15 days after the discovery of the facts relevant to the correction, which shall be the date of mutual agreement, with the corrective tax invoice payable within 14 days of its issue.
- 9.3. The Customer shall not be entitled to claim for a different colouring of his/her Advertisement if he/she has not supplied a colour proof of the Advertisement as part of the submitted documents, or if he/she has been notified by Seznam or the Publisher of unsuitable processing for rotary printing.
- 9.4. If repeated Advertisements are placed with the same theme, the Customer is obliged to check its accuracy and completeness after each publication. The Publisher will not accept a claim in the event that the same deficiency is found in the repeated Advertisement without the Publisher having been notified of it immediately after the previous publication.
- 9.5. If, during the printing process, the Publisher discovers defects in the documents which were not apparent when the order was received, the Customer shall not be entitled to claim such Advertisement. If in such case the Printer incurs extra work, it shall be re-invoiced in full to the Customer.

10. Final provisions

- 10.1. These Terms and Conditions are an integral part of the contract concluded between the Customer and Seznam (or are an integral part of the confirmed order). In the event of a dispute between the content of the agreement and the Terms and Conditions, the agreement shall always prevail.
- 10.2. All matters not covered by these Terms and Conditions are governed by the applicable laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code.
- 10.3. If personal data is processed in the course of business cooperation between the Customer and Seznam, then Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (hereinafter referred to as the "Regulation"), Act No. 110/2019 Coll, Act No. 111/2019 Coll., amending certain acts with the adoption of the Act on the processing of personal data, Act No. 480/2004 Coll., on certain information society services, and other legislation governing the protection of personal data shall apply.
- 10.4. For the proper course of business cooperation, Seznam is entitled to process the Customer's personal data or personal data provided or entered by the Customer (in particular address, description and billing data) for the purposes of proper identification of the parties, the scope and subject of performance of the contract, invoicing and the exercise of rights and obligations under the contract. Such processing of personal data is lawful as it is necessary for the performance of the contract to which the Customer, as the subject of the personal data, is a party.
- 10.5. In accordance with Act No. 480/2004 Coll., on Certain Information Society Services, the Customer hereby grants Seznam consent to send commercial communications with information about Seznam's services and products to the e-mail addresses provided by the Customer.
- 10.6. If the Customer has transferred or will transfer personal data of natural persons to Seznam, the Customer is obliged to inform these natural persons about the processing of personal data and the sending of commercial communications to Seznam to the extent specified herein and thus ensure the lawfulness of the processing of personal data. Otherwise, the Customer shall be liable to Seznam for any damage caused.
- 10.7. Seznam and the Customer undertake not to disclose the mutual data and information obtained in the framework of the cooperation to any third party.

- 10.8. In the event that any disputes cannot be resolved amicably, Seznam and the Customer agree on the local jurisdiction of the courts for the resolution of such disputes, namely the courts of the local jurisdiction of the registered office of Seznam.
- 10.9. The Customer is fully responsible for the content of all Advertisements, advertising messages or other advertising elements supplied by it and for their compliance with applicable law or good morals. In the event that the Advertisements, advertising messages or advertising elements supplied by the Customer do not comply in such a manner, the Customer shall then be liable Seznam for any damage caused.
- 10.10. Seznam shall only be liable for damages arising from a breach of its obligations under these Terms and Conditions. Seznam and the Customer agree that the aggregate foreseeable damage so incurred may not exceed CZK 50,000.00.
- 10.11. The provisions of these Terms and Conditions may be deviated from by written agreement between Seznam and the Customer Advertisement.