

# GENERAL TERMS AND CONDITIONS

(valid from 1.11.2016)

## for the publication of advertisements by Petit Press, a.s.

### I. BASIC PROVISIONS

- 1.1. These General terms and conditions (hereinafter referred to as the "GTC") govern the contractual relationship between the Publisher Petit Press, a.s., with its registered office at Lazaretská 12, 811 01 Bratislava 1, Registration number: 35 790 253, TAX ID NUMBER: SK 202 02 787 66, registered in the Commercial Register of the District Court of Bratislava I, section Sa, file No. 2471/B (hereinafter referred to as the "Publisher") and the advertising client (hereinafter referred to as the "Client"), arising from the publication of advertisements in the media:
  - a. **Newspapers:** SME, ÚJ SZÓ, KORZÁR (including enclosures and magazines in newspapers)
  - b. **Weeklies:** TV OKO, TV Svet Vasárnapi, MY regional weeklies, ECHO mail box newspaper (including enclosures and magazines in weeklies)
  - c. **Electronic media (Web Portal):** www.sme.sk, www.ujzso.com, www.mynoviny.sk, www.korzar.sk, www.echonoviny.sk (including specialized pages and sub-pages of electronic media),
  - d. **In other printed and other media** issued or operated by the Publisher. The media referred to above under the letters a - d are hereinafter referred to as the "media".
- 1.2. In the case of printed media as defined under point 1.1. a, b, d, the term advertising means any portion of a printed page from the media containing information (e.g., text, photographs, images), ordered by a person other than the Publisher of the relevant media, which does not constitute editorial text, including promotional inserts, or external enclosures of any of these media, if at the same time the information is published in return for payment or other consideration. In the case of electronic media as defined under point 1.1. c, the term advertising means any information (e.g., text, photograph, image), ordered by a person other than the operator of the relevant media, which does not constitute editorial content of the relevant media and is published in return for payment or other consideration, in the form of banner, text, or other electronic advertising, including sponsorship. Advertising shall be considered all the views of third parties mentioned in this paragraph published in return for payment or other consideration, even if they are not intended to promote the sale of products or services of the Client (or another person), because they are not carried out in connection with the business activities of the Client, or other person.
- 1.3. The term Client means any legal or natural person who, in his own name and for his own account orders the publication of advertising.
- 1.4. In printed media, the editorial page means the page specified by the Publisher that contains at least one item of editorial material. The term advertising page means a page specified by the Publisher, on which there is no editorial material.
- 1.5. The term desired location means the precisely specified page, section, location (e.g., p. 8, two consecutive pages, right side, the Economy section etc.) in terms of the technical and capacity possibilities of periodicals.
- 1.6. 1.6. Guaranteed number of views (impressions) referred to in the Publisher's price list means the guaranteed number of technical or server-related displays of advertising formats displayed by a browser on the Publisher's electronic media

websites, according to statistics from the Publisher's advertising system. For control purposes, the Publisher allows the Client to place measurement codes on advertising formats (banners), provided they comply with rules in accordance with Article IX of these GTC. The number of technical displays (impressions) is not identical to the number of so-called visible displays (impressions) recommended by the IAB (Interactive Advertising Bureau, hereinafter referred to as the "IAB").

- 1.7. Contractual relations, in addition to these GTC are governed by the price list of advertisements and technical specifications for publication of advertising in different media, in force at the time of publication, or the ordered advertisement, which are an integral part of these GTC and whose current version is always published on the website: [www.petitpress.sk/inzercia](http://www.petitpress.sk/inzercia)
- 1.8. Relationships between the Publisher and the advertising Client differing from these GTC may be modified by a special contract.

### II. THE PROCEDURE FOR THE CLIENT WHEN ORDERING ADVERTISING

- 2.1. The Publisher shall publish the advertising solely on the basis of written orders, which the Client delivers to the Publisher through the mail, in person, by courier, by fax or by electronic mail (e-mail). Orders without an advanced electronic signature, sent to the Publisher by electronic mail must be subsequently confirmed by the Client by fax or letter. Legal force shall take effect only by the Publisher's written confirmation of the order of the advertising. Client orders shall include all information necessary for the proper publication of the advertising, in particular:
  - a. The business name of the Client including its correspondence and billing address, company registration number, tax ID number and banking connections, to which the Publisher will send an invoice for the advertising published
  - b. In the event that the Client is an advertising agency, an indication of the customer, in favour of whom the Client is ordering advertising, including the name of the advertised product (campaign)
  - c. The name of the media in which the advertisement is to be published
  - d. Any requirements as to the location of advertising (editorial page, desired location, column, section, sub-page, etc.).
  - e. The form of advertising or its description (surface, line, insert, pasted, jacket, banner etc.)
  - f. The colour and size of advertising (banner), when inserting advertising, the weight shown in grams, or other dimensional specifications
  - g. The number of publications (repetitions, or number of views) and the timing of the publication of the advertisement (terms, or the period in which the advertisement is to be published)
  - h. description of the patterns of individual ads in the event of their rotation
  - i. determination of the level of remuneration
  - j. date of issue of the order, stamp and signature of the authorized official of the Client
- The subject of the order may be specified in the annex to the order.
- 2.2. The Publisher shall not acknowledge an order that in view of the date of

publication or the planned publication of the advertising period, he wouldn't manage to process in a timely manner. If the Publisher does not confirm the order under the preceding sentence, or shall not be able to produce the order as stated in the order, or the order does not contain at least the information specified in paragraph 2.1 of these GTC, he shall inform the Client of this within one (1) working day. Both parties will then attempt to find a match between their capabilities and needs, and confirm this fact with a new order and a positive confirmation.

- 2.3. The Publisher reserves the right to refuse to confirm an order when the text of or graphics of an advertisement could be in conflict with any applicable law, these GTC; or other interests of the Publisher.
- 2.4. Orders for external enclosures, any inserts, stapled or glued ads or advertisements intended for the packaging of print media are binding for the Publisher only upon presentation of a particular sample (jacket, ribbon, inserted brochure or flier, hereinafter referred to as the "sample enclosure") and after written approval on the part of the Publisher.
- 2.5. By issuing an order confirmation from the Publisher both parties are committed to the full implementation of the order.

### III. ORDER CHANGES

- 3.1. The scope of the subject of orders can be changed by their expansion or narrowing.
- 3.2. In the case of the expansion of the scope of an order-adding on to an order- the parties shall proceed in accordance with the preceding article of this Contract. After written confirmation on the part of the Publisher the order add-ons, as part of the original order, become binding.
- 3.3. The Client can unilaterally cancel an order after its confirmation without any sanctions in the time limit in which the Publisher is not entitled to the application of the cancellation fee, which is listed in the price list of the relevant advertising media.
- 3.4. After the time limit referred to in paragraph 3.3. of this article, the Client may cancel an order, however, it is obliged to pay the Publisher the cancellation fee, whose amount is indicated in the price list in force at the time of publication in the media of the publishing of the advertising, or at the time of cancellation, unless the parties agree otherwise. The Publisher is simultaneously entitled to the reimbursement of the costs, which were already spent on the implementation of the order.
- 3.5. In the case that the Client changes an order after its confirmation in a way that reduces its scope, it will pay the Publisher a cancellation fee proportionally to the difference between the ordered and reduced scope of the order. The Publisher is simultaneously entitled to the reimbursement of the costs, which were already spent on the implementation of the order.
- 3.6. The Client reserved dates of publication and the advertising placements are binding for the Publisher to a maximum of the term of validity of the cancellation charges specified in the price lists of various advertising media, in force at the time of publication, or the advertising reservation. The Publisher only accepts reservations in writing, while only reservations confirmed in writing by the Publisher can be considered as valid.

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### IV. DOCUMENTATION AND IMPLEMENTATION OF ORDERS

- 4.1. The Client is responsible for the timely delivery, formal, graphical content and accuracy, as well as clear, understandable and correct identification of all documents necessary for the proper publication of advertising (text, finished ad, colour proofing, banner, advertising insert or other documents) pursuant to the requirements set out in the price and technical conditions of the relevant advertising media, or other conditions usually required by the Publisher. The Publisher is not bound to keep or return these documents to the Client after the publication of the advertisements. The Client is also responsible for the timely delivery of material for advertising inserts at the place of implementation designated by the Publisher.
- 4.2. If the Publisher was unable to publish an advertisement on the grounds that the Client has failed to provide error-free material for the advertising ordered, or delivered them late the Client is required to pay a late cancellation fee added at the rate of 100% to the price of the advertising.
- 4.3. The Publisher guarantees the print quality normal for the desired print medium, the quality of broadcast or display commonly required for the desired electronic media, in the context of the possibilities arising from the supplied materials, as well as the technical possibilities of the given medium.
- 4.4. The material for the implementation of each order must be delivered by the Client by e-mail to the advertising office of the Publisher in the formats specified in the price list of the relevant media or the electronic media, in agreement with the advertising graphic designer, or the authorized employee of the advertising agency Petit Press, no later than the date indicated in the price list of the relevant advertising medium.
- 4.5. The Client shall be obliged to respect the extremely short delivery dates of delivering advertisements of which it was duly notified in writing in advance by the staff of the Sales Department, or advertising agency of the Publisher.
- 4.6. The Publisher undertakes not to interfere in the Client transmitted finished documents without the written consent of the Client with the exception of
  - a. Transcript of the format to the appropriate software version,
  - b. Advertisement indications pursuant to point 4.11 of these GTC, within the scope of the ad space
  - c. In the case where the Client requests a free implementation of the adaptation to the Hungarian language
- 4.7. The Publisher reserves the right to refuse publication of ordered advertising if:
  - a. The requested ads do not correspond to the closed and mutually confirmed order, concluded contract or other agreement or these GTC,
  - b. The Publisher will have reasonable doubt as to whether the advertising content is not a reason for its rejection on the grounds that the publication of the advertising content will be, or could be in conflict with the law, the principles of fair trade or the decisions of the authority of the State or public administration,
  - c. The Client refuses to sign a special promise of compensation, when his signature will be required in justified cases by the Publisher. In this case, the Publisher shall communicate its decision to refuse the advertising of the Client without undue delay,
  - d. An advertisement which with its form or representation could give readers, listeners or viewers the impression that it is part of the editorial content of

the respective media or the opinion of the Publisher as the operator of the relevant media

- e. It will include a notice, advertisement or business notice of third parties, except where the Client is an advertising or media agency and the advertising will include a notice, advertisement, commercial or notice of its business customers,
  - f. It will interfere with the rights and legitimate interests of the Publisher, whether it is detrimental or could be detrimental to the good name of the Publisher, its employees or persons forming with the Publisher a publishing group,
  - g. It will serve to advertise or promote another media, especially a competing media publisher, unless the publication of such advertising was approved beforehand by the Publisher,
  - h. It concerns political advertising, if the publication of such advertising has not been previously agreed by the Publisher
  - i. The Client has violated the provisions of the payment terms defined within the meaning of these GTC;
- In this case, the Publisher shall communicate its decision to refuse the advertising of the Client without undue delay. The Client is then obliged, without delay, to deliver flawless replacement materials to the Publisher. In the event that the Client fails to deliver flawless replacement materials, and the Publisher, could not, therefore, publish the advertisement in the agreed time, the Publisher shall be entitled to a cancellation fee according to the conditions laid down for each of the media, in the advertising price list valid at the time of the planned publication of the advertisement. During the repeated refusal of advertisements or commercials of a Client on the grounds referred to in this paragraph, the Publisher has the right to withdraw from the concluded contract or advertising order.
- 4.8. If the time limit for the publication of the advertisement is not expressly agreed in writing, the Publisher shall publish the advertisement at the earliest time specified by him, depending on the capacity possibilities of the relevant media.
  - 4.9. If the specific locations of advertising, or the region for inserts is not expressly agreed in writing, the Publisher shall publish the advertisement, depending on the capacity possibilities of the relevant media.
  - 4.10. The Publisher must be notified in advance about advertising orders which are to be carried out exclusively at a particular time with a particular location, so that its acceptance can be confirmed to the Client by the Publisher.
  - 4.11. The Publisher reserves the right to label advertising pages, as well as the actual advertisement with the appropriate phrase, abbreviation or numerical record-keeping designation or combination thereof, in accordance with the law on advertising, as well as for the purpose of the appropriate identification for the reader (e.g. ADVERTISEMENT, COMMERCIAL, BP 8103687, COMMERCIAL PRESENTATION, CONTEXTUAL ADVERTISING, COMMERCIAL LINKS, etc.).
  - 4.12. If a Client orders a graphically unprocessed advertisement in print or web media, the Publisher shall process this advertisement in the conventional manner, the right of the Publisher to require consideration for graphic design is not thereby affected.
  - 4.13. The Publisher is required when advertising in the print media, published under a brand name, to collect, transmit or send within a period of six weeks after

publication of the advertisement a delivered reply with the brand. Answers with the brand received after this deadline, can be discarded by the Publisher.

- 4.14. Answers with the brand, which exceed the dimensions of the A4 format, as well as books, catalogues, packages or goods, shall not be accepted by the Publisher.
- 4.15. The Publisher is not obliged to check the appropriateness of the placement of ads regarding the editorial text or other editorial content.
- 4.16. For all ordered advertisements the deadline of delivery for finished graphic materials referred to in the Advertising price list valid at the time of publication of the advertisement applies.
- 4.17. The Client is fully responsible for the content of advertising. The Client agrees that an advertisement handed over for publication to the Publisher shall not be in conflict with the law, morality and the principles of fair trade and that by the dissemination of advertising the law and the legitimate interests of third parties (including, but not limited to the right to privacy of natural persons, the right to the protection of the reputation of legal entities, copyright, rights related to copyright and trade mark rights) will not be unduly affected, nor shall it be in breach of generally binding legal regulations and that all financial claims arising from the use of copyright works, as well as the likeness of natural persons used within the advertising, and the rights related to copyright were on the date of submission of the documents by the Client met. The Client agrees that if damage is caused to the Publisher as a result of dissemination of advertising, they shall cover this damage in full. Damage also refers to the cost of arbitration, including the costs of legal representation in these matters.
- 4.18. The Client and Publisher agree that if the Publisher publishes an advertisement delivered by the Client, and at the same time any monetary or non-monetary penalty is imposed on the Publisher by the authority of the State or any measure having this character, the penalty will be mutually considered to be damage caused by the Client to the Publisher. The Client undertakes to reimburse this damage after receiving the call for its payment. In the case of the imposition of sanctions or measures having a non-monetary character, the Client undertakes to reimburse the Publisher for all costs that will be required to expend, included the costs of legal representation in these matters.
- 4.19. The provisions of point 4.17 and 4.18. shall apply mutatis mutandis in cases where the Publisher shall publish an advertisement delivered by the Client and at the same time by doing so violates the proprietary rights of third parties (including, but not limited to, the right to protection of trade names, trademarks, personal data, etc.) and at the same time will be required on the basis of a decision by a court or authority of the State to reimburse the damages caused to third parties, or make arrangements to remove the faulty condition, or provide adequate satisfaction.

### V. FAULTY EXECUTION OF ORDERS, COMPLAINTS

- 5.1. The Client in the case of wholly or partly unreadable, incorrect, or incomplete displaying of the advertisement will be entitled to a discount or publication of flawless replacement advertisements, but only to the extent that to which the purpose of the advertising was damaged. This right is required to be exercised in writing to the Publisher by the Client within 14 calendar days from the date of

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- publication of the advertisement, otherwise it expires. The choice between the methods referred to in the first sentence belongs to the Publisher. If the Publisher does not publish a replacement advertisement without delay, but within the spare capacity of the relevant media, or if the replacement advertisement is repeatedly not flawless, the Client has the right to a discount from the price.
- 5.2. In the case of a demonstrable negative difference in the statistics of the carried out campaign regarding the guaranteed number of impressions in the Publisher's Internet media against the performance, entered into by the Publisher in the confirmed order according to the Publisher's advertising system and/or according to the Publisher's measuring system, the Client shall be entitled to the additional implementation of that part of the order, which has not been properly implemented by the original deadline. In such a case, the Publisher continues the server-related campaign for an alternative period, to the extent of such a number of technical impressions of advertising formats (banners) which correspond to the missing number of impressions at the initial date of the campaign so that the campaign is properly completed at latest within 4 weeks.
- 5.3. During repeated publication of advertising the Client is obliged to check its accuracy and completeness immediately after each publication. The Publisher shall not recognize a claim for the publication of replacement advertising in the case that the same defect appears in the recurrence, without this insufficiency being immediately, no later than 3 days after previous publication, notified to the Publisher.
- 5.4. In the event that as a result of defective material, deficiencies occur in the processing, printing, inserting, or other publication of advertising, which were not clearly discernible in the acceptance of the order, or the materials, the Client shall not be entitled to a discount or the publication of a replacement advertisement. The Client shall not be entitled to claim recognition on advertising in the case that a colour proof was not supplied.
- 5.5. The Publisher shall in no case be liable for damages, which were not due to him, and for damages caused by circumstances excluding responsibility or force majeure (e.g. a strike, lockout, war, and restrictions caused by hostilities, terrorist attacks, an insurgency, the effects of natural forces, etc. shall be regarded as force majeure). Other agreed limitations of liability in these GTC are not hereby affected.
- 5.6. The text of the advertisement is sent to the Client for proofreading only upon a specific written request of the Client, and only in the case when it is possible concerning time constraints. The Client shall be responsible for the correctness and completeness of the proofreading carried out by them; the Client is required to send the Publisher the proofing in writing, otherwise the Publisher is not obliged to take it into account. The Publisher shall determine an appropriate deadline (in terms of the Publisher's option) for the Client for the implementation of proofreading. If the Client does not deliver the proofread by the deadline, the Publisher is entitled to publish the advertisements in the version sent for proofreading.
- 5.7. For the avoidance of doubt, in all cases where it is necessary for the purposes of the claim to assess the value observable from the Publisher's advertising system, the values determined precisely from this Publisher advertising system and not from other sources are always binding.
- 5.8. The statutory rights of consumers, which cannot be derogated from the agreement, shall remain unaffected.

## VI. REMUNERATION AND PAYMENTS

- 6.1. The Publisher shall be entitled to remuneration for the execution of orders in accordance with the GTC and the current price lists for the different media. By signing the advertising order, the Client accepts the GTC, price lists, as well as the technical specifications applicable at the time of publication, advertising order as well as the other conditions of publication of advertising, according to which the amount of remuneration will be determined in the order; if the amount was not otherwise agreed by a special contract.
- 6.2. The price for the publication of advertisements, including surcharges and discounts is established within the meaning of Act No. 18/96 Coll. on prices, is determined in the price list valid at the time of publication, or the advertising order from the Publisher and is valid when paid in advance. The prices for services, which are not listed in the price list (for example, graphic editing of masters and documents, insert ads in excess of 50 g, etc.) shall be determined by agreement. The current version of the advertising price list can be found on the website of the relevant media or at the following address: [www.petitpress.sk/incerzia](http://www.petitpress.sk/incerzia)
- 6.3. The price for the publication of an advertisement shall be paid by the Client to the Publisher on the basis of a pro forma invoice, or an invoice for payment in advance, to the account of the Publisher or in cash. Invoices for advance payment shall be set with a maturity no later than 3 working days before the date of publication of the advertisement, while the date of payment shall be deemed as the date on which the amount in question is credited to the account of the Publisher. Following the publication of advertising, the Publisher shall send the Client an invoice in accordance with the applicable laws at the time of publication of the advertisement.
- 6.4. In the case of a written request of the Client, the Publisher shall send the Client, together with the invoice, proof of the publication of the advertisement or insert in the form of a snip or a copy of the newspaper, in which the advertisement was published. If it is not possible to obtain such a document, the issuer of the client from the Publisher receives a confirmation of the publication of advertising. A request to send a receipt or confirmation of the publication of an advertisement from the Client must be made in writing together with the sent advertising order, or directly in the sent advertising order; otherwise, the Publisher is not bound to send such a confirmation to the Client. In line advertising, the Publisher provides no proof of publication. Complete copies of the newspaper are sent only to contracting partners in the case of flat-rate advertising. In the case of electronic media, the Publisher is obliged to send the Client or make all the necessary statistics carried out and the ongoing advertising campaigns available through limited access to its advertising system, without additional administrative fees.
- 6.5. The Publisher is entitled to unilaterally change the GTC, its price lists and conditions for publication of the advertisement, while in the case that the Client is a contracting agency, with which the Publisher has a contract concluded on the supply of advertising, the Publisher is obliged to notify the Client about changes to the price lists or the GTC at least 2 months prior to the introduction of these changes into effect, either by e-mail or by registered mail. If the Publisher notifies the contracting agency about changes to the price lists or changes to the conditions of publication of the advertisement in a period of less than 2 months before the date of entry into force of these amendments, the contracting agency has, for the deadlines for the publication of the advertisement a period of 2 months from the date of notification of this fact, the right to request the price conditions within the meaning of the price conditions applicable until that time. The current version of the GTC, price lists as well as the conditions for the publication of advertisements is published on the website [www.petitpress.sk/incerzia](http://www.petitpress.sk/incerzia).
- 6.6. In the event that the Client cancels part of the order and the Publisher provides it with discounts in the provisional invoice, which were related to the entire order, the Client is bound to pay the Publisher the resulting difference between the price of the order and the price list in force on the basis of an invoice within 14 days of the cancellation of part of an order.
- 6.7. In the event that the Publisher is delivered sample enclosures by the Client for approval, containing multiple entities in addition to the Client, the Publisher has the right to set a price higher than the price list for the implementation of such advertising.
- 6.8. The Publisher reserves the right to set other prices than those referred to in the applicable price list for special or extraordinary renditions.
- 6.9. In case of default of payment, the Publisher is entitled to demand interest on arrears in the amount of 0.05% of the owed sum for each day of delay up to the date of payment, (inclusive). The Publisher is also entitled to refuse other orders from the Client until all payments are made pursuant to this section.
- 6.10. If the Client even after payment reminders from the Publisher is still in arrears on its outstanding obligations towards the Publisher, the Publisher has the right to decide that the Client is not entitled to any sort of discount other than those on the price list, or such discounts may expire, even retroactively. The right to a discount expires at the moment of issue of the relevant debit note issued by the Publisher.
- 6.11. The Publisher reserves the right to negotiate with the Client, through a special contract with individual terms and conditions.
- 6.12. The Publisher undertakes during and after completion of the order in the manner and within the scope of the discretion to inform the Client by mail, by email or by telephone (including SMS and MMS) about the latest offers, products and services of their shops, and all the companies that with the Publisher make up the publishing group, and this for a period of 15 years from the date of the order confirmation. The Client shall be entitled to unilaterally terminate this service by letter or e-mail sent to the address of the Publisher.

## VII. FRAMEWORK CONTRACT

- 7.1. If the Client would like to publish a certain volume of advertising in the course of the year in any of the media of the Publisher, it has the option of concluding a framework contract with the Publisher on a guaranteed advertising volume (in the case that the Client is an advertising or media agency, a framework contract on guaranteed advertising volume in favour of whichever client orders the advertising) within the agreed period of time (usually one year), which will entitle him to discounts from the prices (hereinafter referred to as "discount") arising out of this contract. The Contract shall be concluded in writing, and must include the name of the client, the agreed volume or range of advertising, the time period in which the Client is committed to an agreed volume or range of advertising, the media in which the Client undertakes to

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- place the guaranteed volume, the forms and types of advertising, the amount of the discount, arising from the guaranteed advertising volume, or other specifications.
- 7.2. For the publication of advertisements within the agreed guaranteed scope, the subsequent written orders specifying the terms and advertising formats, etc are necessary.
- 7.3. The Client shall be entitled to the discounts agreed in the framework contract only in the case that in the given period of time it abides by the agreed volume or range of advertising, as well as the deadlines of payment for the advertising.
- 7.4. On the basis of a framework contract, the Client is entitled to request in the agreed time-limit, also the publication of a larger quantity of advertising as is in the framework contract. The Publisher undertakes not to refuse to consent with this increase in the scope of advertising without a serious reason. If the right to a greater discount according to the valid price list based on the conditions of the Publisher arises to the Client on account of this increase, the Client after the period of validity of the framework contract shall receive a credit memo on the difference between the discount agreed to in the framework contract and the discount which it is entitled to according to the valid price list. If the given order is not fulfilled for reasons which the Publisher is not liable, the right of the Client for a discount corresponding to the unfulfilled order lapses.
- 7.5. In the case where the Client does not order in the appropriate media advertising to the extent foreseen in the framework contract, for reasons which the Publisher is not liable, his entitlement to the agreed discount expires in full, and the Client agrees to pay the Publisher in this case the amount corresponding to the value of the granted discounts in excess of the applicable price list. The entitlement of the Publisher to compensation for damage or loss of profit is not hereby affected.
- 7.6. In addition to the discounts envisaged in the applicable price lists, special discounts can also be agreed with the individual clients in writing.
- 7.7. Discounts provided to Clients on the basis of the overall turnover achieved, will be provided in the appropriate amount and will be allocated in the amount of a ratio to all the invoices in question.
- 7.8. The Publisher reserves the right to negotiate with the Client, through a special contract with individual terms and conditions.

## VIII. OTHER PROVISIONS

- 8.1. If the Client fails to indicate the exact size, shape, length or different range of advertising for publication in an appropriate medium and leaves this decision to the Publisher, then the basis for billing is the actually published range of advertising.
- 8.2. Discounts provided for in the price list are provided solely to the advertisements of a single client (advertiser), which is specified in the same order and at the same time published in one calendar year. If the Client is an advertising or media agency, the discount referred to in the current price list is provided solely to the advertisements of a single client, in favour of whom the Client is ordering advertising, which is specified in the same order and at the same time published in one calendar year.

- 8.3. The price list for advertising on the Publisher's online media reflects the positioning of several advertising formats (banners) on a webpage and the ratio of so-called visible impressions (displays) of advertising formats (banners) to the total number of measurable displays of advertising formats (banners) according to the standards and recommendations of the IAB. Such a display of an advertising format is regarded as a visible impression if at least 50% of its area (the minimum is 30% for formats whose size is greater than 242,500 pixels) is displayed on the visible part of a user's screen for a minimum of one second. In this meaning, the recommended IAB standards for advertising campaigns, with at least 70% visible impressions to measurable impressions, fulfil only some premium advertising formats placed normally in the upper part of the Publisher's webpage. The price list also contains advertising formats whose positioning does not comply with the 70% standard set by the IAB for visible impressions. These are usually less expensive formats placed under articles or at locations that become visible as the user scrolls the page.

## IX. POLICY ON THE USE OF THE PUBLISHER'S DATA AND ITS PROTECTION

- 9.1. The advertising Client is not allowed to acquire and use information from the website of the Publisher or other digital property of the Publisher (hereinafter referred to as the "Publisher's data") without the express written permission of the Publisher, for any purpose other than measuring statistics or managing a particular advertising campaign led on the Publisher's website or in digital applications of the Publisher (hereinafter referred to as "the Publisher's digital products").
- 9.2. The Publisher's data is all data collected on the basis of cookies (files which are stored on a user's computer in order to identify the computer), the pixels (picture elements clear GIFs/Web beacons - a web beacon that loads on the pages), scripts, or other technologies that monitor in particular, but not limited to:
- the use of the Publisher's digital products;
  - the behaviour of users and click-stream behaviour (monitoring the behaviour of visitors, time spent on site visits – e.g., traffic sources, browsers used etc.) users of the Publisher's digital products;
  - ways to download data, analytical data on users of the Publisher's digital products;
  - context, content, and all of the identifying marks of the Publisher.
- 9.3. After the end of a particular advertising campaign led by the Publisher's digital products, the Publisher's data acquired by the Client can be used solely for the purpose of the evaluation of statistics for a specific advertising campaign ordered, which was led in the Publisher's digital products on the basis of advertising orders duly confirmed by the Publisher.
- 9.4. The advertising Client may not in any way commercially exploit the Publisher's digital products obtained for the purposes of statistics of a specific advertising campaign led by the Publisher, nor provide them to third parties (with the exception of where an agency provides campaign statistics to its clients).
- 9.5. The use of the Publisher's data for the purpose of the subsequent segmentation of users of the Publisher's digital products, targeting advertising, the re-targeting

(rear-targeting) advertising or behavioural re-marketing (targeting advertising such as that based on information about IP address - a unique numerical identification of the computer on the Internet and the subsequent displaying of ads relevant by geographical location of an IP address) is possible only with the express written permission of the Publisher.

- 9.6. In the event of a finding that any advertising or related data components, or act or omission by the Client or persons cooperating with it are contrary to the rules of data protection contained in these GTC, the advertiser or agency shall be informed and are obliged to rectify it immediately. The Publisher has a right to the payment of contractual penalties against them at the agreed price of the advertising and is entitled to withdraw from the contract. The payment of the contractual penalty does not affect the obligation to remove the infringement or claim of the Publisher for damages, nor the right of the Publisher to withdraw from the contract.

## X. PROTECTION OF PERSONAL DATA

- 10.1. In accordance with the relevant provisions of Act No 122/2013 Coll. on the protection of personal data and on amendments to certain laws (hereinafter referred to as the "Act") that all Clients – natural persons who provide their personal information to the Publisher, the Publisher shall inform them about the following facts and their legal rights:
- a. The operator of an information system. The Publisher is the operator of an information system according to the provisions of § 4 para. (2) letter b) Act.
  - b. The legal basis for the processing of personal data of the Client is the contractual relationship under the provisions of § 10 para. (3) letter b) Act. The purpose of the processing of personal data is to provide the service, which the Client orders according to the order and these GTC.
  - c. The Client acknowledges that his personal data will be processed by the company of the Publisher. Personal data of the Client will be processed to the degree specified in the order and to the extent arising out of the necessary technical conditions for the provision of the ordered services. The list of personal data that is required from the Client for the services provided ensues from paragraph 2.1. of these GTC.
  - d. The personal data of the Client will be processed during the whole period of the performance of services in accordance with the confirmed order and these GTC. If the reason for the processing of personal data expires, the Publisher, as the operator of the information system, shall ensure their disposal within the meaning of the Act.
- 10.2. Rights of the Client as the person concerned. The rights of the Client as the person concerned under the Act are, in particular, as follows:
- a. The Client has the right to request in writing from the Publisher:
    - i. A confirmation on whether personal data concerning him is or is not being processed,
    - ii. In a generally intelligible form, information about the processing of personal data in the information system to the extent pursuant to section 15 para. 1 a) to (e), the second to the sixth point of the Act; when issuing a decision pursuant to point e) the Client shall be entitled

# GENERAL TERMS AND CONDITIONS

(valid from 1.11.2016)

## for the publication of advertisements by Petit Press, a.s.

- to become familiar with the procedure of processing the evaluation of operations
- iii. In a generally intelligible form, accurate information about the source from which the Publisher acquired his personal data for processing,
  - iv. In a generally intelligible form, a list of his personal data, which is the subject of processing,
  - v. Repair or disposal of its incorrect, incomplete or outdated personal data, which is the subject of processing,
  - vi. Disposing of his personal data, whose purpose of processing is finished; if they are the subject of processing of official documents containing personal information, he may ask for their return,
  - vii. Disposing of his personal data, which is the subject of processing, if there has been a violation of the Act,
  - viii. Blocking of his personal data, due to the withdrawal of consent before the expiration of the time of its validity, if the Publisher processes personal data based on the authorization of the Client.
- b. The right of the Client pursuant to letter a. points v. and vi. may be restricted only if such a restriction resulting from a specific law or its application would have been violated or would violate the Client's rights or the rights and freedoms of other persons.
- c. The Client has the right upon written request to refuse from the Publisher:
- i. The processing of his personal data, which he supposes are or will be processed for direct marketing purposes without his consent, and to seek their destruction,
  - ii. The use of the personal data referred to in Section 10 para. 3) letter d) of the Act) for the purposes of direct marketing in postal traffic, or
  - iii. The provision of personal data referred to in Section 10 para. 3) letter d) of the Act for the purposes of direct marketing in postal traffic, or
- d. The Client shall on the basis of a written application or personally, if the matter is urgent, the right from the Publisher at any time to object to the processing of personal data in cases under section 10 para. 3) letter a), e), f) or g) Act stating the legitimate reasons or by submitting evidence of infringement on their rights and legitimate interests which are or may be in a particular case of such processing of personal data damaged; if legal reasons do not prevent it and if it is shown that the Client objection is justified, the Publisher is obliged to block or dispose without undue delay, as soon as circumstances permit, the personal data processing to which the Client objected.
- e. The Client has upon written request or in person if the matter is urgent, the further right concerning the Publisher to object at any time and refuse to submit to a decision of the Publisher, which would have legal effect or significant impact for him, if such a decision is based solely on the actions of the automatic processing of his personal data. The Client has the right to ask the Publisher for review of a decision issued by a method other than automatic processing, while the Publisher is obliged to request the Client to meet, so that the decisive role in reviewing a decision will be had by an authorized person, the method of investigation and results found by the Publisher shall be informed to the Publisher within 30 days of receipt of the request. The Client does not have this right only in the case that it is provided for by a separate law, in which measures are governed to ensure the legitimate interests of the Client, or if under the pre-contractual relationship or during the existence of contractual relationships the Publisher issued a decision which satisfies the Client, or if the Publisher on the basis of a contract shall take other appropriate measures to ensure the legitimate interests of the Client.
- f. If the Client exercises his right
- i. In writing and from the content of the request it ensues that he is exercising his right, the request shall be deemed to have been filed, according to the Act; the request submitted by e-mail or fax shall be delivered in writing by the Client not later than three days from the date of dispatch,
  - ii. Personally, orally in the minutes, from which it must be clear who has exercised the right, what it seeks and when and who kept the minutes, its signature and the signature of the Client, the Publisher is obliged to hand over a copy of the minutes to the Client,
  - iii. (If there is) an intermediary in accordance with point i. or ii., it is bound to handover this request or minutes to the Publisher without undue delay.
- g. If the Client suspects that its personal data is being processed illegally, it may submit to the Office for personal data protection of the Slovak Republic a motion for the commencement of proceedings on the protection of personal data.
- h. If the Client is deceased, the rights he had under the Act may be applied by a close person.
- i. The provision of information to the Client.
- i. The request of the Client referred to in letter a) points i. to iii., and v. to vii. and letter c) to e) will be provided by the Publisher free of charge.
  - ii. The request of the Client referred to in a) and point iv) is provided by the Publisher free of charge besides the payment of an amount which may not exceed the amount reasonably spent in material costs associated with making copies, with the technical means of delivery and dispatching information to the Client, if the law does not provide otherwise.
- iii. The Publisher shall be required to furnish in writing the request of the Client under this letter i. points i. and ii. not later than 30 days from the date of receipt of the request.
- j. Limitation of the rights of the Client referred to letter b) without undue delay, shall be notified to the Client) by the Publisher and the Office for the protection of personal data.
- 10.3. In the case, that the Client - a natural person - shall provide the Publisher on the basis of or in the context of a closed advertising order data on his birth number, agrees as a carrier of this birth number under the applicable law No. 122/2013 Coll., with the condition that the Publisher use this birth number exclusively for the record-keeping of orders, contracts and the performance provided, and to archive, process and use it for this purpose. The Publisher shall process the personal data of the Client - a natural person under this point of the GTC, solely in an information system that is not linked to a publicly accessible computer network.
- 10.4. Any withdrawal of consent under this Article shall not affect the Publisher's authorization for processing information and data resulting from the legislation, only if it is expressly determined otherwise.
- 10.5. Any collection of personal data of users without their explicit consent in the Publisher's digital products is prohibited. Responsibility for the misuse of personal data of the users of the Publisher's digital products, which the Client obtained based on cookie files, pixels, scripts, gadgets and other technologies, is borne by the Client.
- ## XI. OTHER PROVISIONS
- 11.1. The legal relations which are not covered by these GTC or in the contract shall be governed by the Commercial Code.
- 11.2. The Publisher is entitled to unilaterally change these GTC, while for the valid contractual relationship between the Publisher and the Client, the current General terms and conditions are binding. The current version of GTC is published on the website [www.petitpress.sk/inzercia](http://www.petitpress.sk/inzercia).
- 11.3. If reasonable doubts incur as to the solvency of the Client, and no adequate and timely advance payment is secured at the request of the Publisher, the Publisher reserves the right to withdraw from the contract at any time and in any case, or to interrupt the provision of performance.
- 11.4. By cancelling an order, which must in any event be notified in writing, the claims of the Publisher under the advertising price lists and these GTC for the payment of the advertising price remain untouched.
- 11.5. The Contracting Parties agree that, an advertising order closed between them or other contracts and relations resulting therefrom shall be governed by Act. No. 513/1991 Coll. as amended by later regulations.
- 11.6. Termination of the contract between the Publisher and the Client by legal action must be in writing.
- 11.7. If a dispute arises between the Client and the Publisher of litigation related to a closed advertising order in written form, and its contents shall be governed by these General terms and conditions, and if it concerns a business dispute, in a case in which it is possible to arrange the power and jurisdiction, both parties have agreed that this dispute will be decided by the court according to the seat of the Publisher and that Slovak law shall be applied to the relationship of the Contractual Parties.
- ## XII. LEGAL FORCE
- These General terms and conditions shall enter into force on the day of 1 november 2016.