

# GENERAL BUSINESS CONDITIONS

valid from 1 January 2010

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

### I. BASIC PROVISIONS

1.1. These General Business Conditions (hereafter "GBC") govern the contractual relationship between the **publisher PETIT PRESS, a. s.**, with its main office at Lazaretská 12, 811 01 Bratislava, IČO: 35 790 253, IČ DPH: SK 202 02 787 66, enrolled in the Commercial Register of the District Court Bratislava I, Submission no. 2471/B (hereafter "Publisher") and its advertisement customer (hereafter "Customer"), arising from publication of advertisements in the following media:

- a. **dailies:** SME, ÚJ SZÓ, and KORZÁR (including these dailies' supplements and magazines)
- b. **weeklies:** TV OKO, Vasárnap, regional weeklies titled MY, and post box newspapers titled ECHO (including these weeklies' supplements and magazines)
- c. **bi-weekly:** TV Svet (including this bi-weekly's supplements and magazines)
- d. **electronic media (internet portals):** www.sme.sk, www.post.sk, www.inzeraty.sk, www.ujso.com, www.mynoviny.sk, www.korzar.sk, www.praca.sk, www.echonoviny.sk, and www.leaders.sk (including special websites and sub-websites of these electronic media),
- e. in other print and other media published or operated by Publisher.

Media listed above under the letters a. to e.: hereafter referred to as "Media".

1.2. In the case of print media as defined in point 1.1. a, b, c and e, the term advertisement means part of a printed page of one of Media that contains information (e.g. text, photograph, picture), ordered by a party other than the publisher of that Media, which is not editorial text, or means a brochure supplement, i.e. a separate addendum to one of these Media, given that this information is published for a fee or other such exchange. In the case of electronic media as defined in point 1.1. d and e, the term advertisement means any information (e.g. text, photograph, picture), ordered by a party other than the operator of that Media, which is not part of the editorial content of that Media, and is published for a fee or other such exchange, in the form of banner, text or other electronic advertising, including sponsoring. All opinions of third parties represented in this paragraph and published for a fee or other such exchange, even though they are not intended to support sales of Customer's (or another party's) products or services, are considered advertisements, because they are not carried out in association with the business activities of the publisher or of another party.

1.3. The term Customer means any legal or physical entity that in its own name and on its own account orders publication of advertising.

1.4. In print media, the term editorial content page means a page, chosen by Publisher, on which at least one editorial-content piece runs. The term advertising content page means a page, chosen by Publisher, on which no editorial content runs.

1.5. The term desired positioning means the precise specification of a page, feature, and positioning (e.g. page 8, two adjacent pages, right side, Economics feature etc.) depending on the periodical's technical and capacity possibilities.

1.6. The contractual parties, in addition to these GBC, shall respect the advertisement rate cards and the technical conditions for publication of advertising in the individual Media that are valid at the time of publication or ordering of the advertisement. These form an integral part of these GBC, and current versions of them are at all times published on the website: www.petitpress.sk/inzercia

1.7. Relations between Publisher and advertisement Customer that are distinct from these GBC may be governed by a separate contract.

### II. PROCEDURE FOR CUSTOMER WHEN ORDERING ADVERTISEMENT

2.1. Publisher shall publish the advertisement only based on written orders delivered by Customer to Publisher by post, in person, by courier, by fax or by e-mail. Orders submitted to Publisher by e-mail that do not have a certified digital signature must be subsequently verified by Customer via fax or post.

2.2. Legal obligation commences only when Publisher confirms the advertising order in writing. Customer's order must include all data necessary for the proper publication of the advertisement, particularly:

- a. Customer's commercial name, including correspondence and invoicing address, IČO, DIČ and information on the bank to which Publisher will send the invoice for the published advertisement
- b. if Customer is an advertising agency, indication of the client for whom advertisement Customer is ordering, including the name of the product (or campaign) advertised,
- c. the name of Media in which the advertisement is meant to be published
- d. any requests as to advertisement positioning (editorial content page, desired positioning, feature, section, sub-page and the like)

e. form or description of advertisement (display, line, insert, glued insert, wrapper, banner etc.)

f. advertisement (or banner) colour and dimensions; weight in grams for inserts; and any other dimension specification

g. quantity of publications (repetition or number of times displayed) and time specification of the published advertisement (term or duration during which the advertisement is to appear)

h. description of artwork for individual advertisements if they will be alternated

i. calculation of fee,

j. date of order, stamp and signature of Customer's authorized employee

The subject of the order may be specified in an appendix to the order.

2.3. Publisher will not confirm an order for which, because of the requested publication date or the planned duration of publication, it would not have time to process. Should Publisher not confirm the order as specified in the preceding sentence, or be unable to carry out the order based on the data in the order, or should the order not include the minimal data listed in point 2.1 of these GBC, it shall inform Customer of this within one (1) working day. Both contractual parties will subsequently attempt to come to agreement based on their possibilities and needs, and will verify this status through a new order and confirmation.

2.4. Publisher reserves the right not to confirm an order if the advertisement's given text or image might be at odds with valid legal regulations, GBC or other interests of Publisher.

2.5. Orders for external supplements, inserted by any means, bound or glue-in advertisements, or advertisements intended as wrappers for print media, are binding for Publisher only after a specific sample (of the wrapper, band, inserted brochure or flyer, hereafter "sample supplement") has been submitted, and subsequently approved in writing by Publisher.

2.6. Upon order confirmation by Publisher, both parties are bound to complete realisation of the order.

### III. CHANGE IN ORDER

3.1. The subject of the order can be changed in scope, by increasing or decreasing.

3.2. Should the subject of the order be increased through a supplemental order, the procedure is similar to that in the preceding article of this contract.



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Upon written order confirmation by Publisher, the supplemental order becomes a binding part of the original order.

- 3.3. Customer may unilaterally cancel the order after its confirmation, with no claim or sanction, in the period for which Publisher is not entitled to a cancellation fee as given in the advertisement rate card for the respective Media.
- 3.4. After the start of the period noted in point 3.3. of this article, Customer may cancel the order, but shall be obliged to pay Publisher a cancellation fee, the amount of which is given in the advertisement rate card for the respective Media and valid for the time of publication of the advertisement, or for the time the order was cancelled, unless the contractual parties agree otherwise. Publisher also has the right to be reimbursed for expenses already incurred to realise the order.
- 3.5. Should Customer change the order after its confirmation such that its scope is decreased, Customer shall pay Publisher a cancellation fee in a proportional amount, for the difference between the scope originally ordered and the decreased scope of the subject of the order. Publisher also has the right to be reimbursed for expenses already incurred to realise the order.
- 3.6. Periods reserved by Customer for publication and positioning of the advertisement are binding for Publisher no later than the deadline for validity of cancellation fees as given in the advertisement rate card for the respective Media and valid for the time of publication of the advertisement, or for the time of the reservation. Publisher shall accept advertisement reservations only in written form, and only a written reservation confirmed by Publisher shall be considered valid.

### IV. MATERIALS FOR, AND REALISATION OF, ORDER

- 4.1. Customer is responsible for timely delivery, and correctness of form, content and graphics, as well as clear, understandable and correct marking of all material required for proper publication of the advertisement (text, ready-made advertisement, coloured print, banner, insert or other material), as stated in the rate cards and technical conditions, or other customarily required conditions of Publisher, for advertisements in the respective Media. Publisher is not obliged to save this material after the publication of the advertisement, or to return it to Customer. Customer is also responsible for timely delivery of insert materials to the place insertion will take place as determined by Publisher.

- 4.2. Should Publisher be unable to publish the advertisement because Customer did not deliver sound materials for the advertisement ordered, or delivered them late, Customer is obliged to pay a cancellation fee in the amount of 100% of the advertisement's price.
- 4.3. Publisher guarantees a print quality customary for the print medium requested, a quality of broadcast or display customary for the electronic medium requested, as dictated by the possibilities afforded by the materials delivered and the technical limitations of the given Media.
- 4.4. Customer is obliged to provide materials for each order's advertisement realisation, by e-mail to the address of Publisher's advertising office in formats given in the advertisement rate card for the respective Media, or on electronic media upon agreement with Petit Press' graphic designer or other authorized employee of the advertising office, no later than the deadline given in the advertisement rate card for the respective Media.
- 4.5. Customer is obliged to respect exceptional shorter deadlines for delivering advertisement when informed in writing reasonably beforehand by Publisher through its employees in the sales department or advertising office.
- 4.6. Publisher commits not to intervene in prepared materials delivered by Customer without Customer's written consent, with the exception of
  - a. re-formatting to appropriate software version,
  - b. marking of the advertisement in the sense of point 4.11. of these GBC, even in the advertisement's display area
  - c. cases where Customer requests no-cast adaptation to Hungarian
- 4.7. Publisher reserves the right to refuse to publish the advertisement ordered if:
  - a. the advertisement delivered does not correspond to the submitted and mutually confirmed order, concluded contract, or other agreement or these GBC,
  - b. Publisher has reasonable doubts about whether a reason for refusal could be the content or publication of the advertisement, as it is or could be at variance with legal regulations, the principles of honourable business, or the ruling of state or public administration,
  - c. Customer refuses to sign an extraordinary assurance of indemnification, should Publisher request such a signature in reasonable cases. In such a case, Publisher shall make known to Customer its decision to refuse the advertisement without unnecessary delay,
  - d. the format or depiction of the advertisement might create an impression

- e. it contains the announcement, advertisement, commercial or business notification of a third party, with the exception of cases where Customer is an advertising or media agency and the advertisement contains the announcement, advertisement, commercial or business notification of its client,
- f. it interferes with Publisher's rights and reasonable interests, or would or might damage the good name of Publisher, its employees or individuals that form part of Publisher's publishing group,
- g. it deals with advertising or proclamation of other media, particularly of Publisher's competing media, provided that Publisher did not previously agree to publication of such an advertisement
- h. it deals with political advertising, provided that Publisher did not previously agree to publication of such an advertisement
- i. Customer has violated provisions on payment conditions as defined by these GBC.

In such cases, Publisher shall inform Customer of its decision on refusing publication of the advertisement without unnecessary delay. Customer is then obliged, without unnecessary delay, to deliver sound replacement materials to Publisher. Should Customer not immediately deliver to Publisher sound replacement materials, and Publisher be unable to publish the advertisement within the period ordered, Publisher has the right to a cancellation fee as given in the cancellation conditions given in the advertisement rate cards for the respective Media and valid for the time of the planned publication of the advertisement. In case of repeated refusal of the advertisement or advertising in general from one Customer, for the reasons given in this section, Publisher has the right to terminate the contract or order for the advertisement.

- 4.8. If the period for the publication of the advertisement is not expressly agreed in writing, Publisher will publish the advertisement at the soonest possible period as it determines, according to the capacity possibilities of the given Media.
- 4.9. If there is no express written agreement as to the specific positioning of the advertisement, or the region for the insert, then Publisher will publish the advertisement according to the capacity possibilities of the given Media.
- 4.10. Publisher must be informed of an order for an advertisement to be realised



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- only at a specific period with a certain positioning sufficiently in advance that Publisher can inform and confirm Customer of its acceptance.
- 4.11. Publisher reserves the right to mark the advertising content page or the advertisement itself with appropriate phrasing, abbreviation or numerical registry marking, or combination thereof, in the sense of the law on advertising and for the purpose of proper identification by the reader, (e.g. ADVERTISEMENT, ADVERT, BP 8103687, COMMERCIAL PRESENTATION, CONTEXT ADVERTISING, COMMERCIAL ANNOUNCEMENT and the like).
- 4.12. If Customer orders, in print or internet media, a graphically unprocessed advertisement, then Publisher shall process this advertisement in the customary manner, which does not affect Publisher's right to demand a fee for graphic processing.
- 4.13. Publisher is obliged, in case of advertisement in print media and published using Publisher's contact information, to collect and tender or deliver all replies received for a period of six weeks after publication of the advertisement. Publisher may destroy replies that arrive after this period.
- 4.14. Publisher will not take replies to advertisements using Publisher's contact information if they are larger than the dimensions of A4, nor books, catalogs, parcels or merchandise.
- 4.15. Publisher is not obliged to check the appropriateness of the advertisement's positioning based on editorial text or other editorial content.
- 4.16. For all ordered advertisements, the delivery deadline for prepared graphic materials given in the advertisement rate cards valid at the time of the publication of the advertisement shall be in effect.
- 4.17. Customer is fully responsible for advertisement content. Customer commits that the advertisement given to Publisher for publication will not be at odds with valid legal regulations, good intentions or principles of honourable business relationships, and that disseminating the advertisement will not constitute an improper interference in the rights and due interests of third parties (in particular but not limited to an individual's right to security, a legal entity's right to protect its good standing, copyrights, rights associated with copyrights, and rights to registered trademarks), nor will it violate generally binding legal regulations; further, that all financial rights arising from the use of authored works or the likeness of individuals used in the advertisement, and from rights associated with copyrights, have been fulfilled by Customer as of the day that advertise-

- ment materials. Customer commits that, should dissemination of the advertisement lead to damages to Publisher, Customer will fully compensate for these damages. Damages also mean expenses of court or negotiated proceedings, including expenses for legal representation in these matters.
- 4.18. Customer and Publisher have agreed that, if Publisher publishes an advertisement delivered by Customer and concurrently be subject to any kind of financial or nonfinancial sanction by a state agency, or to any other measures of this nature, that sanction will be regarded by both sides as damages caused to Publisher by Customer. Customer commits to recompense these damages upon delivery of a request to do so. Should sanctions of nonfinancial character be imposed, Customer commits to recompense Publisher all expenses that Publisher is obliged to disburse, including expenses for legal representation in these matters.
- 4.19. Provisions of points 4.17 and 4.18. shall be duly enforced in cases where Publisher publishes an advertisement delivered by Customer and concurrently violates the rights of third parties protected by law (in particular but not limited to the right to protect a commercial name, registered trademark and the like) and also be required by court verdict or a state agency to reimburse these third parties for damages incurred, or to take measures to eliminate the improper condition or provide due satisfaction.

### V. ERRONEOUS REALISATION OF ORDER, CLAIMS

- 5.1. In case of completely or partially unreadable, incorrect or incomplete reproduction or broadcast of the advertisement, Customer has the right to a price discount or sound substitute advertisement, but only to the extent to which the purpose of the advertisement was impaired. Customer is obliged to exercise this right toward Publisher in writing within 14 calendar days of the publication date of the advertisement, otherwise it expires. The right to decide between the means given in the first sentence belong to Publisher. If Publisher fails to publish the substitute advertisement without unnecessary delay, but within the capacity possibilities of the respective Media, or if the substitute advertisement continues not to have errors, Customer has the right to a price discount.
- 5.2. In case of a verifiably negative difference in the statistics of an internet Media campaign by Publisher, in comparison with the completion to which Publisher committed in the confirmed order by more than 5%, and if Customer also exercises a claim before the stated deadline, then Customer

- has the right to supplemental realisation of that part of the order that was not properly realised.
- 5.3. In case of repeated publication of the advertisement, Customer is obliged to check it immediately after each publication for correctness and completeness. Publisher will not acknowledge the right to publish a substitute advertisement in cases where the identical shortcoming without this shortcoming being at once, no later than 3 days from the previous publication, made known to Publisher.
- 5.4. Should shortcomings resulting from faulty materials occur during processing, printing, insertion or other publication of the advertisement, which were not clearly identifiable when the order or materials were accepted, Customer has no right to discount or publication of a substitute advertisement. Customer has no right to acknowledgement of claim on colour in cases where it did not deliver a colour print.
- 5.5. Publisher shall under no circumstances bear responsibility for damages it did not cause, or for damages caused by conditions that exclude responsibility, or by a force majeure (a force majeure is for example a strike, lockout, war and restrictions caused by state of war, terrorist attacks, unrest, extraordinary natural event etc.). This shall not affect other limitations of responsibility agreed in these GBC.
- 5.6. Advertisement text will be sent to Customer for corrections only upon Customer's express written request, and only in cases when time allows. Customer is responsible for the correctness and completeness of corrections it makes; Customer is obliged to send Publisher corrections in writing, otherwise Publisher is not obliged to take notice of them. Publisher will set Customer a suitable deadline (from Publisher's perspective) for making corrections. Should Customer not deliver corrections by the end of the set deadline, Publisher is authorized to publish the version of the advertisement sent for correction.
- 5.7. Consumers' legal rights from which it is impossible to deviate by agreement shall remain intact.

### VI. PAYMENT AND PAYMENT TRANSACTIONS

- 6.1. Publisher has the right to a fee for realisation of orders in accordance with GBC and the current valid rate cards for respective Media. Customer by signing the order for the advertisement accepts GBC, advertisement rate cards, and technical conditions for publication of advertising that are valid at the time



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of publication or ordering of the advertisement, as well as other conditions for publication, according to which the amount of fee will be determined for orders, unless that amount was otherwise agreed in a separate contract.

- 6.2. The price for publication of the advertisement including extra fees and discounts is determined in the sense of Act 18/96 on prices, and is set forth by Publisher in advertisement rate cards valid at the time of publication or order confirmation for the advertisement and valid for payments in advance. Prices for services not listed in the rate card (e.g. graphic modification of materials, inserts of over 50 g and the like) shall be determined by agreement. The current version of advertisement rate cards is at the website of the respective Media, or at the address: [www.petitpress.sk/inzercia](http://www.petitpress.sk/inzercia)
- 6.3. Customer pays Publisher the price for publication of the advertisement based on advance invoicing, or invoicing for payment in advance, by bank transfer to Publisher or in cash. Invoicing for payment in advance is created with payment due no later than 3 days before the date of publication of the advertisement, and the date of payment for the advertisement is considered the day the relevant amount was added to Publisher's account. After publication of the advertisement, Publisher shall send Customer a balancing invoice in the sense of valid legal regulations at the time of publication of the advertisement.
- 6.4. If customer so requests in writing, Publisher shall send Customer, together with the invoice, documentation of publication of the advertisement or supplement insertion in the form of a clipping or copy of the periodical page on which the advertisement was published. If Publisher is unable to provide such documentation, Customer shall receive from Publisher affirmation of publication of the advertisement. A request for sending documentation or affirmation of publication of the advertisement must be made by Customer in writing concurrently with sending the order for the advertisement, or directly in the order when sent; otherwise Publisher is not obliged to send Customer such corroboration. For line advertisements, Publisher will not provide any documentation of publication. Complete copies of periodicals are sent only to contractual partners in case of display advertisements. In case of electronic media, Publisher is obliged to send Customer or to give access to all necessary statistics realised on current advertising campaigns through limited access to its advertising system with no additional administrative fee.

- 6.5. Publisher is authorized to change unilaterally these GBC, its own rate cards and conditions for publication of advertising; if Customer is an advertising agency with whom Publisher has concluded a valid Contract for arranging advertising, Publisher is obliged to inform Customer of the change in rate cards or GBC at least 2 months in advance of putting these changes into effect, either by e-mail or registered correspondence. Should Publisher inform Customer of the change in rate cards or GBC less than 2 months in advance of putting these changes into effect, the agency with the contract has the right to request price conditions in the sense of hitherto valid price conditions, for the duration of publication of the advertisement within the period of 2 months from the date it is so informed. The current version of GBC, advertisement rate cards, and conditions for publication of advertising is published on the website [www.petitpress.sk/inzercia](http://www.petitpress.sk/inzercia).
- 6.6. Should Customer cancel part of the order, for which Publisher has provided in preliminary invoicing a discount related to the whole order, Customer is obliged to reimburse Publisher for the occurring difference between order price and the valid rate card upon being invoiced within 14 days from cancelling part of the order.
- 6.7. Should Customer deliver for approval to Publisher a sample supplement that contains the advertisement of a party other than Customer, Publisher has the right to set a price higher than the rate card price for realising such an advertisement.
- 6.8. Publisher reserves the right to set, for extra or extraordinary editions, prices different from those given in the valid advertisement rate card.
- 6.9. In cases of late payments, Publisher is authorized to request interest payment from Customer, in the amount of 0.05% percent of the owed amount for every additional day up to (and including) the day of payment. Publisher is also authorized to refuse Customer further orders until all payments according to this point have been made.
- 6.10. If Customer continues to be late in fulfilling payment commitments to Publisher even after Publisher's demand for payment, Publisher is authorized to decide that Customer has no right to any discount not listed in the rate card, or that that right has terminated, even retrospectively. The right to a discount expires at the moment Publisher issues the relevant debit notice.
- 6.11. Publisher reserves the right to make agreements on special business conditions with Customer through a separate contract.

### FRAMEWORK AGREEMENT

- 7.1. Should Customer desire to publish, in the course of the year, a certain volume of advertisements in one of Publisher's Media, he may conclude with Publisher an advance framework agreement on guaranteeing that volume (or if Customer is an advertising or media agency, an advance framework agreement on guaranteeing that volume for a client for whom Customer is ordering advertising) covering a period of time (usually one year), which will give rights to price discounts (hereafter "discount") arising from this agreement. The agreement is made in writing, and must include the client's name, the agreed volume or extent of the advertisement, the period for which Customer commits in advance to publish the agreed volume or extent of the advertisement, the Media in which Customer commits in advance to publish the guaranteed volume, the forms and types of advertisements, the amount of discounts arising from the guaranteed volume, and other specifications.
- 7.2. For the publication of advertisements within the agreed guaranteed volume, follow-up written orders for the advertisements are indispensable, to specify time periods, formats and the like.
- 7.3. Customer receives the right to discounts agreed in the framework agreement only if for the given period it complies with the agreed volume or extent of advertisements, and meets payment deadlines for the advertisement.
- 7.4. Based on the framework agreement, Customer is also authorized to request a greater quantity of advertisements for the agreed period than is given in the framework agreement. Publisher commits not to refuse to agree with such increased advertisement volume without a significant reason. Should this increase give Customer the right to a greater discount according to Publisher's conditions given in the valid rate card, after the end of the effective period of the framework agreement Customer shall receive a credit notice for the difference between the discount agreed in the framework agreement and the discount due according to the valid rate card. If the given order is not realised, for reasons for which Publisher bears no responsibility, Customer's right to discount corresponding to the unfulfilled order expires.
- 7.5. Should Customer not order advertisement in respective Media in the scope anticipated in the framework agreement, and for reasons other than those



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for which Publisher is responsible, his right to the discount agreed expires in full; and Customer commits in such cases to pay to Publisher the amount corresponding to the value of the discount given beyond that in the valid rate card. This does not affect Publisher's right to compensation for damages or lost profits.

- 7.6. In addition to discounts anticipated in valid rate cards, extraordinary discounts can also be arranged in writing with individual customers.
- 7.7. The discount due to Customer, based on the total sales amount, shall be provided in the appropriate amount, and shall be calculated proportionally for all relevant invoices.
- 7.8. Publisher reserves the right to make agreements on special business conditions with Customer through a separate contract.

### VIII. FURTHER PROVISIONS

- 8.1. Should Customer not give a precise size, form, length or other dimension for the advertisement intended for publication in the respective Media, and leaves this decision to Publisher, then the basis for invoicing shall be the actual dimensions of the published advertisement.
- 8.2. Discounts given in the rate card are provided only for the advertisement of one customer (advertiser) that is specified in one order and also published in one calendar year. If that customer is an advertising or media agency applying for the right to an agency discount, then discounts given in the current rate are provided only for one client's advertisement for whom that customer is ordering the advertisement, as specified in the one order and also published in one calendar year.
- 8.3. Publisher may provide a discount in the amount of 15% of the price of the advertisement to advertising customers (i.e. individuals who order an advertisement under their own name or on behalf of a client, if this activity is part of their business activity). The expectation is that the order be made directly by an advertising agency that is also responsible for providing materials for the advertisement and is Customer. The advertising agency must, when requested by Publisher, show its business license or Commercial Register entry to explicitly document its sphere of business activity and prove that it is active as an advertising agency. Publisher is authorized to refuse to provide the discount to those customers about whom doubts arise as to the agency's activities.

### IX. DATA PROTECTION

- 9.1. Publisher shall use information provided by Customer to Publisher in association with ordering the advertisement only for contractual purposes, and is obliged to secure it from third-party misuse.
- 9.2. Customer, if a physical entity, hereby grants Publisher express agreement for Publisher to use personal information he provided to Publisher based on or in association with the concluded order for the advertisement (in the following scope: name, surname, or business name; address of home, business or operations; telephone number; and e-mail address) in its marketing database and the database of all administrators of this database for the purpose of offering products, business solutions and services of Publisher and of all companies that form Publisher's publishing group. This agreement is granted for a period of 15 years from the date it is given.
- 9.3. Publisher hereby informs every customer who is a physical entity and according to paragraph 9.2. has provided his personal information for administration of his rights as arising from the law on protection of personal data in its valid wording, i.e. in particular as regards the voluntary nature of providing this information, and the customer's right to access it and in case the law has been infringed to appeal to the Office for Personal Data Protection to request rectification, as well as other rights arising from the law.
- 9.4. By concluding an order for advertisement, every Customer agrees, in the sense of the provisions of the law on protection of personal data in its valid wording, that he will receive from Publisher unsolicited business offers at his address (including e-mail) and unsolicited direct mail containing business offers, and unsolicited telemarketing (including unsolicited SMS and MMS) containing business offers related to products, business solutions and services of Publisher and other individuals listed in point 9.2. Customer may withdraw this consent at any time and at no cost at Publisher's main office or branch offices. Customer is aware that withdrawing consent granted according to these GBC shall not affect and does not indicate withdrawing consent otherwise given to Publisher (e.g. for the purpose of delivering the dailies SME or ÚJ SZÓ).
- 9.5. If Customer, who is a physical entity, provides Publisher information about his identification number based on or in association with concluding an order for advertisement, then he as carrier of this identification number agrees, in the sense of the valid Act 428/2002, that Publisher shall use his

identification number exclusively for the purpose of recording orders and contracts and discharging obligations, so that it can for these purposes archive, administer and utilise this information.

- 9.6. Whatsoever withdrawal of consent as indicated in this article has no effect on Publisher's authorization to administer information and data as arising from relevant legal regulations, unless expressly stated otherwise.

### X. OTHER PROVISIONS

- 10.1. Legal relations not governed by these GBC or the contract shall be regulated by Commercial Code.
- 10.2. Publisher is authorized to change these GBC unilaterally, and the current General Business Conditions are binding for a properly concluded contractual relationship between Publisher and Customer. The current version of GBC is published on the website [www.petitpress.sk/inzercia](http://www.petitpress.sk/inzercia).
- 10.3. Should reasonable doubt arise as to Customer's ability to pay, and if no equitable and timely payment in advance is made after Publisher's request, Publisher reserves the right in any such case and at any time to terminate the contract or interrupt realisation of fulfilment.
- 10.4. Even with cancellation of an order, which in any case must be made known in writing, Publisher retains full rights in accord with advertisement rate cards and these GBC for payment for the advertisement.
- 10.5. The contractual parties have agreed that orders for advertisement and other contracts concluded between them, and relations arising from the aforementioned, shall be governed by Act 513/1991 as amended.
- 10.6. Cessation of contract between Publisher and Customer through legal proceedings must be in writing.
- 10.7. Should a lawsuit, associated with a written and concluded order for advertisement, arise between Customer and Publisher, and its content be governed by these General Business Conditions, and should it also be a commercial suit, then both parties agree that the suit be decided by the court apposite according to Publisher's main office.

### XI. VALIDITY

These General Business Conditions become valid and effective on 1 January 2010.

