

MEDIA CLUB, s.r.o.,
Registered Office: Prague 8 – Karlín, Palác Karlín, Thámova 183/11, Postal Code 186 00
Company Id No: 29413982, Tax Id No: CZ 29413982
Registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 204565

General Commercial Terms For Contracts on Internet Advertising

1) Basic Provisions

- 1.1) General Commercial Terms for Contracts on Internet Advertising (hereinafter the “General Commercial Terms”) are Commercial Terms pursuant to the provisions of Section 1751, Act No. 89/2012 Coll., Civil Code (hereinafter “NCC”). Unless specified otherwise in a contract, for technical reasons, these Commercial Terms shall not be attached to the contract as an annex, but they are an integral part thereof.
- 1.2) MEDIA CLUB, s.r.o., with its Registered Office in Prague 8 – Karlín, Palác Karlín, Thámova 183/11, Postal Code 186 00, Company Id No: 29413982, Tax Id No: CZ 29413982, registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 204565 (hereinafter the “Supplier”), shall be entitled, on the basis of concluded contracts, to provide to interested parties space for dissemination of commercial communications (hereinafter “Advertising Space”), which is located on the world-wide internet network on the internet servers specified in Annex No. 1 of the General Commercial Terms (hereinafter the “Servers”).
- 1.3) An Agency means an entity (individual or legal entity), whose subject of business are advertising activities or mediation of advertisement, and which shall produce its authorization to conclude contracts on securing of distribution of commercial communications (“Advertisement”) from the relevant Client. Client means an entity from which the impetus to conclude such a contract comes, and which determines what is to be promoted (“Subject of Advertisement”). A Customer means a Client or Agency that is interested in using the Advertising Space on Servers.

2) Prerequisites, Terms and Process of Concluding Contracts

- 2.1) Advertising Space can be reserved on Servers on the basis of written, fax or email reservations; the notification of the ordering party on reserving Advertising Space must contain the following data:
- a) Name of the campaign,
 - b) If the Customer is not a Client, identification of the Client via its name and identification number,
 - c) Dates of the campaign,
 - d) Products selected by the Customer from the Supplier’s offer and their positions,

- e) Price amounts (calculated according to the Supplier's price list), and
- f) Potential discount amounts from the prices, if a right to a discount arises from a general or other contract of the Supplier that has already been concluded.

Reservation of Advertising Space serves as a planning tool for the Supplier. The data in the reservation notice must correspond with the current offer of the Supplier. If the Supplier agrees with the reservation of Advertising Space, the Supplier shall usually confirm the reservation within 3 business days after the delivery of a notice of reservation. Reservation of Advertising Space shall be forfeited after 15 business days, but at the latest 10 business days before the scheduled start of the campaign.

- 2.2) Advertising Space on Servers shall be ordered via a written, fax or email order that must contain the following data and the following documents must be attached to it:
- a) Customer identification data: title (legal entity) or name (individual), registered office (legal entity or individual - entrepreneur), residence (individual - non-entrepreneur), Company Id No. (if assigned), Tax Id No. (if assigned), Birth No. (individual - non-entrepreneur)
 - b) Mailing and billing address (if different from the registered office or residence)
 - c) Details of the contact person of the Customer - phone number, fax number, e-mail address
 - d) Client identification data: commercial name or name and Company Id No. or Birth No., and, for individuals - non-entrepreneurs, their residence
 - e) Identification data of the processor of an advertisement pursuant to Section 1, Paragraph 6, Act No. 40/1995 Coll., on Advertising Regulation (hereinafter "ARR"): commercial name or name and Company Id No. or Birth No., and, for individuals - non-entrepreneurs, their residence
 - g) Specifications of the required fulfilment of the Supplier: Name of the campaign, product selected by the Customer from the Supplier's offer, Positions, Volume, Campaign Dates or part thereof
 - f) Complete documentation needed for the product selected by the Customer
 - g) The price amount
 - h) Data specifying that the legal relationship between the Customer and Supplier is governed by the General Commercial Terms and Technical Conditions of the Supplier.

Products from the Supplier's offer do not represent a proposal to conclude a contract pursuant to the provisions of Section 1732, NCC. Acceptance of an offer with an addendum or deviation that does not fundamentally change the terms of the offer does not represent acceptance of the offer pursuant to the provisions of Section 1740, paragraphs 2 and 3, NCC.

An order shall usually be prepared by filling-in the Supplier's form. This does not exclude the Supplier from making an exception and accepting an offer prepared in a different manner.

An order must be delivered at the latest 5 business days before the beginning of the campaign. This does not exclude the Supplier from making an exception and accepting a later order.

For fax or e-mail orders, the Customer shall be obliged, immediately after receiving the request to do so from the Supplier, to deliver to the Supplier an order with a verified electronic signature or physical signature of the Customer. If the Customer fails to do so 2 days after receiving a reminder, the Customer shall be obliged, upon the Supplier's request, to pay to the Supplier a contractual penalty in the amount of the agreed price of fulfilment. The provisions of Section 2050 and Section 2051, NCC, shall not apply.

An order represents an irrevocable proposal of the Customer to conclude a contract. The contract is concluded when the Supplier accepts the order. The legal relationship between the Customer and Supplier shall be governed by the General Commercial Terms and Technical Conditions of the Supplier, even if it is not explicitly stated in the order. The provisions of Section 1726, first sentence, NCC, shall not apply.

The Supplier shall not be obliged to accept an order. The Supplier reserves the right to refuse to provide Advertising Space for an Advertisement requested by the Customer even after an order was accepted, if the Supplier believes that in view of its form, publicizing of the Advertisement could lead to the following:

- a) A breach of the law, in particular ARR and Act No. 132/2010 Coll., on Audio-visual Media Services on Demand (hereinafter "ZAVMS")
- b) Potential sanctions against Media Club or the Server Operator by third parties (e.g. owners of rights, contestants, etc.) or public authorities,
- c) Breach of Code of Advertising of the Advertising Council or other self-regulatory regulations or ethical rules,
- d) Breach of the legitimate interests of companies controlled by FTV Prima Holding, a.s. in relation to third parties,
- e) Failure to comply with the technical requirements of the Supplier known to the Customer, especially those that are listed in the Technical Conditions of the Supplier.

In such a case the Supplier shall request the Customer to provide a modified or alternate Advertisement that does not contradict the above and is in accordance with the Technical Conditions of the Supplier.

If the Customer fails to provide a modified or alternate Advertisement before the planned date of its campaign, the Supplier shall be entitled to withdraw from the contract concluded on the basis of the relevant order with immediate effect. Regardless of whether or not the Supplier withdraws from the contract, the Supplier may in such a case request the payment of a contractual penalty in the amount of the agreed price. The provisions of Section 2050 and Section 2051, NCC, shall not apply.

If the Customer decides to withdraw from the concluded contract, the Customer shall be obliged to pay to the Supplier compensation in the amount of the agreed price pursuant to the provisions of Section 1992, NCC.

The conclusion of a contract between the Customer and Supplier in a form other than pursuant to provision 2.2) of the General Commercial Terms is not permissible. The provisions of Section 1757, NCC, shall not apply.

3) Rights and Obligations of the Parties

- 3.1) Unless the Parties agree otherwise, the Customer shall produce, at its own responsibility, its own documents necessary for the relevant product offered by the Supplier. The Customer shall be obliged to provide to the Supplier documents that are complete and in accordance with the General Commercial Terms and Technical Conditions of the Supplier, or other potential agreement between the Parties.
- 3.2) The Customer shall be obliged to provide to the Supplier complete documents at the latest 3 business days before the planned date of the beginning of the campaign. In the event of a nonstandard advertisement, the deadline for providing documents shall be 5 business days before the date of the beginning of the campaign. A nonstandard advertisement is defined in the Technical Conditions of the Supplier. In particular with regard to a nonstandard advertisement, if the Supplier has technical requirements over and above the Technical Conditions of the Supplier, the Supplier shall inform the Customer of such a fact at the latest 3 days after accepting an order for the relevant campaign. The Customer shall be obliged to adhere to such technical requirements of the Supplier.
- 3.3) The Customer shall be fully responsible for the content of the Advertisement. The Customer declares and guarantees to the Supplier that the Advertisement does not breach any legal regulation, and that its placement in the Advertising Space or use arising from the contract shall not breach any rights of third parties.
- 3.4) The Customer undertakes to compensate the Supplier or its contract partners for all sanctions or other measures exercised against them by public authorities in connection with the relevant Advertisement. The Customer further undertakes to compensate the Supplier or its contract partners in connection with exercised claims of third parties. Part of the compensation for damages includes possible costs of administrative or court proceedings, including legal representation.
- 3.5) If the Supplier requests as such, the Customer shall be obliged to satisfy claims exercised by public authorities or third parties against the Supplier or its contract partners on its own.

3.6) The Customer guarantees that in connection with the production and placement of an Advertisement in the Advertising Space, or other agreed use of the Advertisement, it acquired in its entirety and settled all the necessary rights of all owners of personality and property copyrights, or rights related to copyright, the rights of all copyright owners to the subjects of industrial protection or other intellectual property rights (in particular to trademarks), as well as all holders of general personality rights. By concluding the contract, the Customer provides to the Supplier all of the necessary permissions for the agreed methods of use of the Advertisement. Upon the request of the Supplier, the Customer shall be obliged to prove to the Supplier the acquisition and settlement of all authorization to use.

3.7) By concluding the contract, the Customer also grants to the Supplier time and spatially unlimited permission to use excerpts from the Advertisement to promote the Supplier, FTV Prima, spol. s.r.o. or the Servers in any manner.

3.8) External system means a system independent of the Supplier for dispensing (emitting) advertising formats and measurement of their statistics (mainly displaying an advertising format, number of clicks, etc.). If the parties agree in writing on the External System Operator, the Customer shall submit to the Supplier the relevant html codes / tags and allow the Supplier to publish the Advertisement on the Servers via an External System. The Customer shall be exclusively responsible for the operation of the External System. If an Advertisement is not published due to failure of the External System, this shall not affect the right of the Supplier to be paid the agreed price in full.

4) Price and Payment Terms, Examination of the Course of the Campaign

4.1) The Customer shall be obliged to pay to the Supplier the price arising from an accepted order. VAT in the statutory amount shall be added to the price. The basis for calculating the price that the Parties approve via the acceptance of an order is the Supplier's Price List for the period of the campaign published on the Servers and effective as of the date the contract is concluded.

4.2) Unless specified otherwise, the statistics of the Supplier shall be decisive for evaluating the course and results of the campaign.

4.3) If the parties agree that the Customer's statistics shall be decisive for evaluating the course and results of the campaign, or if such statistics of the Customer are acquired (e.g. in the event of the use of an External System), the Customer shall be obliged to provide the Supplier with free access to it at any time.

- 4.4) If the parties agree that the Customer's statistics shall be decisive for evaluating the course of the campaign, and if, for whatever reason such statistics are not acquired or complete, the statistics of the Supplier shall be used for evaluating the course and results of the campaign.
- 4.5) Invoices - tax documents shall be issued within 14 days from the date of the exercising of taxable fulfilment. Unless the specified otherwise, the price shall be due within 30 days from the date of the exercising of the relevant taxable fulfilment specified in the invoice - tax document. The payment date means the date of the crediting of the funds to the bank account of the Supplier. The Supplier shall attach to the invoice - tax document a description of the carried-out fulfilment.
- 4.6) If the Customer does not pay the price or any other debt by the due date, the Customer shall be obliged to pay to the Supplier, upon the Supplier's request, a contractual penalty in the amount of 0.1% of the owed amount for each day of being overdue. The provisions of Section 2050 and Section 2051, NCC, shall not apply.
- 4.7) The Customer shall not be entitled to carry out unilateral offsetting toward the unpaid price or any other debt of the Supplier. This fact does not exclude offsetting from being carried out via an agreement between the Parties.
- 4.8) The Supplier may request the payment of the price in advance before the date of the beginning of the campaign. The Customer acknowledges that the Supplier requests the payment of the price in advance at least in the cases of Customers who are placing an order with the Supplier for the first time.
- 4.9) Direct payments from abroad shall be paid in freely convertible currency converted according to the official exchange rate of the Czech National Bank on the invoice date. Bank fees arising from the transfer of agreed payments from abroad shall be exclusively paid by the Customer and shall be borne by the Customer.
- 4.10) If the Customer is overdue in paying the price, or in the payment of any other monetary debt toward the Supplier, the Supplier shall be entitled not to publish any Advertisement for the Customer until the payment of all of the owed amounts.
- 4.11) Pursuant to the provisions of Section 1794, paragraph 2, NCC, the Customer expressly declares that mutual fulfilment provided by the Supplier is not grossly disproportionate to its fulfilment, and therefore the Customer expressly excludes the application of the provisions of Section 1793, NCC.

5) Complaints and Compensation for Damages

- 5.1) The Customer must exclusively exercise complaints in writing via a registered letter delivered to the address of the Registered Office of the Supplier. It must be evident from the complaint wherein

exactly lies the defect in the fulfilment on the part of the Supplier. Complaints submitted by email, fax or telephone, and complaints that do not contain specifications of the defect in the fulfilment on the part of the Supplier shall not be considered duly exercised.

- 5.2) The deadline for exercising complaints is forfeited and ends 14 calendar days from the date when the Customer ascertains or could have ascertained the existence of a defect, at the latest 2 business days after the end of the relevant campaign. The Supplier shall be obliged to render a decision on the exercised complaint within 30 calendar days from the date of its exercising.
- 5.3) Fulfilment on the part of the Supplier shall be considered defective if its services are not functional for longer than 12 hours during the course of a calendar day. However, a defect shall not be a case wherein the Advertisement of the Customer is automatically displayed by the system according to the ordered volume of advertising. Defects in the fulfilment on the part of the Supplier shall hereinafter not be considered, in particular, fluctuations in the number of visits to individual Servers of the Operator.
- 5.4) Legitimate complaints shall be resolved via compensatory fulfilment consisting of a replacement campaign. If compensatory fulfilment is not possible, the Customer shall be entitled to a reasonable price discount. The right to reasonable price discount shall be exercised via a credit note.
- 5.5) The Supplier shall not be responsible for failure to adhere to, or late fulfilment of its obligations caused by events beyond its control. Events beyond the Supplier's control means Force Majeure, e.g. civil unrest, military operations, a state of emergency or alert, interference by public authorities, weather, communication services failures, technical defects, lack of electricity, fulfilment of legal obligations by the Supplier (e.g. duty to inform the public), disputes between employees and employers, or other similar events.
- 5.6) The Supplier shall only be responsible to the Customer for damages that it causes up to the maximum of the price of the fulfilment pursuant to the relevant contract. The provisions of Section 1729, NCC, shall not apply.

6) Other Arrangements

- 6.1) The Supplier and the Customer undertake that they shall not use for themselves or another, or make available to any third party confidential information that they learn of or that is made accessible to them in connection with the publication of the Advertisement. For the purposes of the contract, confidential information means, in particular, business, organizational, financial, property, marketing and other relevant data concerning the Supplier or Customer, their business partners or entities related to them personally or via property that are not publicly available, regardless of whether their disclosure is able to damage the entity to which the information relates.

- 6.2) The obligation of confidentiality pursuant to the previous section of the General Commercial Terms does not relate to the disclosure of Confidential Information:
- a) To the Supplier and companies that form a group (holding) together with the Supplier pursuant to the relevant provisions of Act No. 90/2012 Coll., on Commercial Companies and Cooperatives (Act on Business Corporations)
 - b) To employees and external associates of the Supplier or Customer who require the Confidential Information for their activities pursuant to the contract between the Supplier and the Customer, provided that they are contractually or legally bound to confidentiality
 - c) To suppliers of legal services, accounting, auditing and similar services of the parties, provided that they are contractually or legally bound to confidentiality
 - d) In the event of compliance with statutory disclosure (e.g. report or obstruct a criminal offense).
- 6.3) Each of the Contracting Parties has read the General Commercial Terms, understands them and agrees that it shall comply with them.
- 6.4) The claims arising from the General Commercial Terms shall be forfeited in 10 years.
- 6.5) Notifications of the Supplier addressed to the Customer must at least be in the form of email messages, unless stipulated otherwise by the contract or General Commercial Terms.
- 6.6) The invalidity of an individual arrangement of the contract shall not establish the invalidity of the contract as a whole. The Contracting Parties undertake to replace any potentially invalid arrangements with valid arrangements that correspond as best as possible to the content and purpose of the original arrangement.
- 6.7) The General Commercial Terms are completed in the Czech and English languages. If there are any disputes between the Czech and English versions, the Czech version shall take precedence.
- 6.8) The Customer shall not be entitled to refer to General Commercial Terms other than the General Commercial Terms of the Supplier. The provisions of Section 1751, paragraphs 2 and 3, NCC, shall not apply.
- 6.9) All relationships that are not regulated by the General Commercial Terms shall be governed by the NCC and other legal regulations of the Czech Republic, excluding conflict of law rules of private international law. If an international element is present, the Contracting Parties agree, with regard to resolving disputes, including disputes about their validity or consequences of invalidity, on the exclusive jurisdiction of the courts of the Czech Republic. The local relevant court shall be the court in whose district Media Club has its registered office.

6.10) These General Commercial Terms shall become effective as of the date they are signed.

In Prague, on _____

MEDIA CLUB, s.r.o.
Ing. Marek Singer, Executive Officer

MEDIA CLUB, s.r.o.
Ing. Petr Babulík, Executive Officer

Annex No. 1

General Commercial Terms to Contracts on Internet Advertising

List of Servers:

iprima.cz
prima-play.cz
prima-love.cz
prima-cool.cz
prima-zoom.cz
prima-zeny.cz
prima-fresh.cz
prima-autosalon.cz
prima-style.cz
prima-living.cz
prima-radce.cz
prima-youbo.cz
abclinuxu.cz
autojournal.cz
boyler.cz
ceskedalnice.cz
hdmag.cz
iboys.cz
igirls.cz
inzercekocek.com
inzercepsu.com
inzerce-psu.cz
itbiz.cz
libimseti.cz
moviezone.cz
nakluky.cz
powerplaymanager.com
programujte.com
psi-utulky.cz
vz24.cz
webgarden.cz