

General Business Terms and Conditions

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Business conditions of Sanoma Media Praha Ltd. for placing advertising on internet pages operated by the company

1 General Provisions

Sanoma Media Praha Ltd, with registered office at Lomnického 1705/7, Prague 4, Postal Code: 140 00, Company Ident. No.: 4523787776, registered in the Companies Register held by the Municipal Court in Prague, section C, insert 9880 (hereinafter referred to as a **“Provider”**) is an operator of internet projects, the current list of which is available on corporate websites www.sanoma.cz. Within these General Business Conditions these projects are indicated as **“Server”**.

The order party is a direct client (a natural person or a legal entity) or media or advertising agency (**“Orderer”**).

Both the Provider and the Orderer are further on referred to as **“Parties to a Contract”**.

2 Rights and Obligations of the Parties to a Contract

2.1 Rights and Obligations of the Orderer

By making an order the Orderer expresses his agreement with spreading certain advertising content by means of global computer internet network, and at the same time the Orderer confirms that it is entitled to exercise all rights for advertising communication, namely copyrights in property. The Orderer also confirms that he is entitled to utilize trade marks or other components that are subjects of protection of intellectual property protection or industrial property protection and make the content of the advertising communication. Further on, the Orderer states that he does not breach any rights of the third party. On request of the Provider the Orderer is obliged to document the above stated facts. In case the above stated facts are false, the Orderer bears all resulting consequences including his obligation to compensate the Provider and/or other qualified persons for the resulting costs and damage.

By making an order the Orderer becomes fully responsible for the content and formal form of the advertising that is the subject of his order, as well as for the quality of this advertising content.

The Orderer is fully responsible for the content of all advertising information or components provided by him, especially as for their accord with legal enactment in force or morality. In case the provided advertising information or advertising components provided by the Orderer are not in such an accord, the Orderer is responsible for all harm done to the Provider.

2.2 Rights and Obligations of the Provider

In accordance with the valid offer the Provider is inter alia entitled to provide the advertising space to those who are interested for their advertising that contains such advertising components such as priority lists and references to individual internet servers or other subjects. The Provider is obliged to implement concrete orders and advertisement within his capacity.

The Provider reserves the right to refuse, discontinue or cancel publishing of an advertising in the following cases: when neither the content, form nor quality corresponds with the legitimate concerns of the Provider; it is contrary to the laws of the Czech Republic or International Contracts by which the Czech Republic is bound; the advertising information threatens public order and/or it is contrary to morality or ethic rules; the advertising medium does not correspond with technical request of the Provider; or the Orderer is in payment default for compensation of compiling or publishing the advertising. Should such a situation - upon which the Provider is entitled to refuse, discontinue or cancel publishing of the advertising communication - accrue, the Provider is obliged to announce this situation to the Orderer without any delay.

3 Order/Terms and Conditions of Implementation

3.1 The Mode of Ordering

The Orderer orders the advertising space upon a written, faxed or e-mailed order or upon a pro-forma invoice. The order must be made at the latest within 5 (five) days before placing the advertising information on the Provider's Server. This order is mandatory only after the Provider confirms it, at the latest 3 (three) days after its reception. The Provider can refuse execution of this order on condition the refusal is announced to the Provider at least 1 (one) workday before placing the advertising information on Server.

3.2 Terms of the Order

The order must be addressed to the Provider.

The order must contain mandatory terms and data:

- the Orderer's identification
- the clients identification (in case it differs)
- date of the campaign
- Gross price information
- information on % discount
- information on Nett price
- should the Orderer be an agency claiming a bonus, information on % bonus
- information on NettNett (media Nett) price
- reference to Business Terms and Conditions of the Provider

3.3 Documentation

3.3.1 Documentation involves complete graphic or other advertising components necessary for publishing the advertisement according to the Orderer's order.

3.3.2 An adequate pixel form and data size of the graphic advertising components (banners) must correspond with terms and conditions set in the price list documents referring to the price list (technical specification of the ad). Acceptable form is:

- pictures in .gif, .jpg or .png format
- flash (.swf format)
- segments HTML code worked out so that they do not influence the image of www. page where they will be stored, out of space intended for that certain advertising component.

3.3.3 On one advertising position at maximum 3 banners with different motives can alter. Nevertheless, flash and its respective alternative picture are considered to be 1 banner. Within the common price offer the Orderer is entitled to demand an exchange of banners namely once a week.

3.3.4 The Provider has the right to reject the request for another way of delivering materials or higher number of creative materials, while should the Provider agree, an extra fee defined by the valid price list of the sales department can be requested.

More information on specification of individual formats is available on www.sanoma.cz/inzerce.html.

3.3.5 Advertising components in flash format must be adjusted so that they enabled registration of each user's click on this component by the Provider's advertising system. This mechanism is based on general standards SPIR – accessible free on www.spir.cz, section Documents for downloading/Official documents/Creating advertising formats/Flash format specification according to SPIR.

3.3.6 The Orderer is also obliged to inform the Provider about what version of flash plug-in is required for correct flash picture image. In case of a higher version of plug-in, the Orderer is obliged to provide also alternative picture along with a flash that will be presented to users who do not have an adequate flash plug-in in their viewers.

3.3.7 Text advertising components shall be delivered in the form of a simple text with diacritics. The requested number of signs is shown including pauses.

3.3.8 The final URL shall refer to the website depictable in common viewers unless agreed otherwise. References to executable files (.exe, .vbs etc), references different from HTML documents (pdf., doc. etc) or HTML documents pictured only under certain conditions (e.g. on flash plug-in application), references to sites showing users non-standard behaviour (e.g. automatic opening of further windows, automatic downloading of executable or potentially dangerous types of files etc.) do not comply with this condition.

3.3.9 In case of non-standard advertising formats, the Provider may request:

- delivery of the flash, picture or other advertising component itself with an adequate setting, or
- delivery of complete materials (flash/picture controlling script etc.) that after being inserted into the part of website specified by the Provider will ensure incorrupt picture in a non-standard advertising format.

Any different types of documentation may be used only upon a previous agreement with the Provider.

3.3.10 Unless agreed otherwise, each advertising component can focus only on 1 final URL.

3.3.11 Documentation must be delivered to the Provider at least 2 (two) workdays, and in case of non-standard advertisements 5 (five) workdays before the day of their publishing.

3.3.12 Provider will check only documentation for advertising that has been ordered by the Orderer, namely within 2 (two) workdays from their delivery. Should a mistake be found in the documentation, he immediately informs the Orderer.

3.3.13 For a repeated checking the documentation (materials returned twice due to not respecting technical specification) the Provider is entitled to charge the Orderer an extra fee according to a valid price list for every repeatedly delivered format that does not correspond with the shown specifications. At the same time the same holds good also for additional changes of creative works and URL.

3.3.14 On exceeding the specified data size by each 1% the original price for the format also rises by 1%.

3.3.15 Provider is entitled to charge an extra fee for promotion of more brands (makes) of one subject within one campaign or a fee for regional aiming.

3.4 Changes in Order

Deadline for changes in already affirmed order are 3 (three) workdays before the implementation of the intended change. In case the Orderer does not deliver the Provider with documentation for the change within the above mentioned deadline of 3 (three) workdays, the Provider is not responsible for the on-time change. The order will be changed within the shortest possible deadline unless the required changes are contrary to these Business Terms and Conditions.

4 Terms of Payment

4.1 Price

Price is specified according to valid Provider's price lists/specifications upon statistics in the course of the advertising campaign created by the Provider. The stipulated prices are excluding VAT. VAT is specified according to a valid legal enactment. Minimum order is worth CZK 5,000 excluding VAT.

The Provider provides advertising agencies authorized to mediate advertising a 15% bonus from price of published and properly paid advertising contents.

4.2 Method of Payment

Payments for execution of advertising will be conducted upon a tax document. The tax document will be issued by the Provider within 15 days after advertising termination, or within 15 days after the month end. Provided the advertising contents placement lasts several months, at the end of each month the Provider will issue partial tax documents for a respective proportion of the total price. The due date of this tax document is 14 days. In case the Orderer gets into default in payment, the Provider is entitled to charge the Orderer the interest on late payment worth 0.2% from the due amount for each, even commenced day of the default in payment.

Provider is entitled to require an advanced payment. The Orderer is obliged to pay the advanced payment so that it was put down to the Provider's account at minimum 1 (one) workday before placing the advertisement on Server. Unless the Orderer pays the advanced payment duly and in time, the Provider is entitled to withdraw from implementation of the order.

Provider is entitled to require the payment for the complete service beforehand. The Orderer is obliged to settle the total amount so that it was put down to the Provider's account at least 1 (one) workday before placing the advertisement on Server. Unless the Orderer pays the advanced payment duly and in time, the Provider is entitled to withdraw from implementation of the order. Should only part of the total due amount be settled, the Provider is entitled to shorten the period during which the advertisement should be published correspondingly in the proper ratio to this amount. The tax document shall be issued within 15 days from the payment reception.

4.3 Cancellation Conditions

Confirmed order can be cancelled in a written way under the following conditions:

- should the affirmed order be cancelled at the latest 21 days before planned/ordered commencement of the implementation, the Orderer will not be charged any cancellation fee;
- should the affirmed order be cancelled at the latest 14 days before planned/ordered commencement of the implementation, the Orderer will be charged cancellation a fee worth 30% of the total price of order;

- should the affirmed order be cancelled at the latest within 10 days before planned/ordered commencement of implementation, the Orderer will be charged a cancellation fee worth 50% from the total price of order;
- should the affirmed order be cancelled fewer than 5 days before planned/ordered commencement of the implementation, the Orderer will be charged a cancellation fee worth 70% of the total price of order;
- should the affirmed order be cancelled fewer than 3 days before planned/ordered commencement of the implementation or should the Orderer cancel the running campaign, the Orderer will be charged a cancellation fee worth 100% of the total price.

5 Statistics

In every published advertising content, except for advertising presented upon direct picture scripts, the statistics is automatically generated. The access to this statistics is free for the Orderer. After publishing the advertising content, the Orderer will receive user's name and access password from the Provider by e-mail. The statistics provides backdating of the data – i.e. for a respective day the data for the next day is generated during night. However, for the purpose of potential complaint only and exclusively values in the amount of units guaranteed in the order expressed “all” (e.g. all pictures – impressions or all clicks) are mandatory.

6 Complaints

6.1 Complaints about Services

In case the Provider does not provide its services for the period longer than 6 hours a day on average and on condition these services are concerned the affirmed Orderer's order, the Orderer is entitled to claim for an adequate compensation within the complaint procedure. Neither the time interval during which the Orderer's advertising content is automatically pictured by the advertising system according to the ordered volume of advertising nor fluctuation in visit rate of the Provider's internet pages is considered malfunction of the service.

In case of malfunctions of the services according to the above given paragraph, the Orderer is entitled to claim namely for another advertising campaign or a deduction from the total price while the Orderer has the right to choose the form of compensation only if the Orderer states this in on-time written statement on failures sent to the Provider. The deadline for laying the claim is 14 days from the day when the Orderer disclosed this failure or could have disclosed it, however, at the latest the last day of publishing the advertising content. The deduction from price is in the form of a credit note, payment liability thus remains limited for that part of the total sum for which the complaint is not lodged. The claim lodged can be altered only on the Provider's approval.

6.2 Invoice Claim

The Orderer is obliged to raise objections against the issued tax documents that could result into restricted Provider's receivables towards the Orderer within 7 (seven) days after delivery of the tax document, namely in a written form to the Provider.

7 Final Provisions

These Business Terms and Conditions are integral part of an affirmed order, i.e. the contract between the Provider and the Orderer; also all references in the form of the so called click-through in these Business Terms and Conditions are integral part of an affirmed order. Should the content of the contract closed by Parties to the Contract and Business Terms and Conditions be different, the contract has always priority.

Deals differing from these terms and conditions can be negotiated only in writing.

The Provider reserves the right for changes of these Business Terms and Conditions, while the change comes into force by the day when up-dated Business Terms and Conditions are published on internet site www.sanoma.cz.

Information and data of the Parties to a Contract gained upon cooperation are considered confidential, and the Parties to a Contract are hereby bound not to convey them to any third party.

Business Terms and Conditions are executed in Czech language.

These Business Terms and Conditions and all relations formed upon them are controlled by legal order of the Czech Republic.

These Business Terms and Conditions will come into force and effect on April 1, 2010.

8 Provider's Contacting Data

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