

# **GENERAL TERMS AND CONDITIONS OF CONFIDENCE MEDIA SR, Private Limited Company**

## **Article I**

### **Introductory provisions**

- 1.1. Confidence Media SR, Private Limited Company, with its registered office at Dostojevského rad 5, 811 09 Bratislava,
- 1.2. CRN: 35 89 84 61, (hereinafter referred to as "CM") is a business company which, within the scope of its business activities, carries out advertising activities, especially in the field of outdoor advertising.
- 1.3. These General Terms and Conditions (hereinafter referred to as the GTC) govern the obligations under which CM carries out advertising activities.
- 1.4. The legal provisions take precedence over these GTC, from which it is not possible to deviate by agreement of the contracting parties and the arrangements stated in the written contract between CM and the customer. In the event of a conflict between these GTC and the legal provisions, which may be deviated from by agreement of the parties, these GTC shall prevail.
- 1.5. These GTC are an integral part of the contracts / binding orders concluded by CM, the subject of which is the performance of advertising activities, unless otherwise stated in the relevant contract.

## **Article II**

### **Definition of some terms**

- 2.1. A contract is a contract for the provision of advertising space or another similar contract concluded by CM as a provider with a natural or legal person as with the customer, the subject of which is the paid performance of advertising activities.
- 2.2. The customer is a natural or legal person who concludes a contract with CM as a provider or confirms a binding order, which CM demonstrably accepts.
- 2.3. Advertising activity is a business activity of CM, within which it ensures the transfer of advertising space to the customer and provides him, if necessary, related additional services.
- 2.4. Advertising space is an area for placing an advertising medium (poster), which CM has the right to dispose of.
- 2.5. An advertising medium (poster), hereinafter referred to as an advertising medium, is a device made of any material on which an advertisement is displayed.
- 2.6. Additional services are services provided by CM, which are defined in the contract or in the binding order, which are related to the provision of advertising space.
- 2.7. Force majeure is an unforeseeable event that occurs independently of the will or action of the parties, being beyond their reasonable control and unavoidable. Force majeure is also considered to be unforeseeable conduct by the vehicle operator which cannot be effectively influenced by CM and which is capable of creating an obstacle to the fulfillment of CM's obligations.

## **Article III**

### **General requirements for advertising**

- 3.1. The customer is fully responsible for the content page of the advertisement placed on the advertising space. The customer is obliged to ensure, in particular, the compliance of the advertisement placed on the advertising space provided to him by CM with generally binding legal regulations, in particular with Act no. 147/2001 Coll. on advertising as amended, Act. no. 634/1992 Coll. on consumer protection, as amended, and with the legislation governing the election campaign, referendum campaign or other similar campaign, as well as with the ethical rules for advertising (in particular the Code of Ethics of the Advertising Council).
- 3.2. In the event that the advertisement ordered by the customer does not comply with the

requirements for advertising according to point 3.1 of these GTC, CM is entitled to refuse to distribute such advertising and remove the advertisement without the customer's consent at his expense. The customer is obliged to compensate CM for all damage incurred as a result of the successful claim of a third party for damages incurred as a result of non-compliance of advertising placed on the provided advertising space with generally binding legal regulations or ethical rules for advertising, as well as all damage corresponding to the sanction imposed for non-compliance of the advertisement with generally binding legal regulations, if CM proves to the customer that it has fulfilled all obligations arising from the imposed sanction. This provision shall apply mutatis mutandis even if the placement of advertising on the advertising space provided affects other rights of third parties.

3.3. CM is entitled to refuse to distribute such advertising that could harm its rights and interests.

#### **Article IV**

##### **General provisions on advertising**

4.1. CM and the customer will agree in the contract / binding order whether CM will also ensure the production of advertising media as part of additional services.

4.2. In the absence of such an agreement in the contract, it is presumed that CM is not obliged to ensure the production of advertising media.

4.3. Advertising media delivered by the customer for the purpose of their installation on the ordered advertising space must meet the technical parameters that CM will provide to the customer on request. Advertising media must be delivered in the ordered quantity and with a reserve of 10% in case of repair of damaged advertising media. Shipments with advertising media must be marked with thumbnails, in case of delivery of more motives, the shipment must contain a distribution list. The addresses for the delivery of advertising media will be handed over by CM to the customer.

4.4. If the customer supplies advertising media made of paper or foil, which consist of several parts, he must attach a numerical designation of the order of the individual strips and an indication of the points (crosses) of the overlap of the individual strips. The posters must be printed in vertical strips and must be packed in packs of 1 piece.

4.5. Advertising media delivered by the customer must be delivered at least 10 working days before the start of the advertising campaign. In case of delay in delivery, CM does not guarantee the date of pasting up resulting from Art. V par. 5.3 of these GTC. If the material delivered by the customer does not meet the required technical parameters, CM will immediately notify the customer, and the customer will either supply new advertising media according to CM's technical specification or order the production of these advertising media from CM. The time lag created in this way does not affect the length of the ad campaign. The lease term originally ordered by the customer remains binding. For this reason, the customer is not entitled to any time or financial compensation.

4.6. In the event that the production of advertising media is provided by CM on the basis of an order from the customer, the customer is obliged to deliver all graphic materials for the production of advertising media at least 15 working days before the start of the advertising campaign. In the event that the customer does not deliver the graphic materials within this period, CM does not guarantee the date of pasting up resulting from the provision Art. V par. 5.3 of these GTC. In such case, the pasting up of advertising media will be moved to the nearest possible date, which CM will be able to provide within its technical and organizational capabilities.

4.7. In the case of delivery of materials for the production of advertising media, which are covered by protection under legal regulations governing the protection of intellectual property, the customer is obliged to give CM free of charge for the use of such materials or at his own expense to provide such consent. The customer is solely responsible for the compliance of the use of the supplied documents with legal regulations.

4.8. If CM ensures the production of advertising media, the customer acquires ownership of them at the time of delivery by CM or the moment of installation of advertising media on the advertising

space, unless the advertising media were separately handed over to the customer before their installation.

4.9. If the customer finds damage or destruction of the provided advertising space or advertising medium, he will immediately notify the CM so that the necessary remedy can be effectively ensured. Upon receipt of such information, the CM will provide remediation within 72 hours, excluding damage that requires more time-consuming repairs /e.g. cut high voltage cable, leakage of light reflectors due to bad weather, more serious accident of public transport vehicle and the like. The condition for repairing a damaged poster within the specified period is a sufficient number of reserve posters delivered by the customer.

4.10. If, for reasons on the part of the customer, it is not possible to place advertising media on the advertising space or it is not possible to replace damaged or destroyed advertising media, this does not affect the customer's obligation to pay CM the price for the provided advertising space. In such a case, CM is not in arrears with the fulfillment of its contractual obligations.

4.11. In the event of incorrect provision of advertising activities by CM, the customer has the right to provide free of charge again that part of advertising activities that has not been properly provided.

4.12. CM is obliged to provide photo documentation (in the case of advertising on vehicles, cross-sectional photo documentation) of advertising campaigns carried out in the agreed advertising space to the customer, via e-mail. CM is obliged to send photo documentation via e-mail, within 23 working days from the date of implementation resulting from the provision Art. V par. 5.3 of these GTC. In the event of a delay in the implementation caused by the later sending of graphic materials or a delay in the delivery of advertising media by the customer, the sending of photo documentation is postponed by the appropriate number of delayed days.

4.13. If the customer does not explicitly request the return of advertising media (remaining spare posters or used sails) before the start of the campaign, they will be disposed of at the expense of CM after the end of the campaign.

## **Article V**

### **Special provisions on outdoor advertising**

5.1. Only such advertising media may be placed on the advertising space which meet the technical and safety conditions which result from the nature of the type of advertising space or which result from legal regulations.

5.2. If a certain advertising space provided to the customer becomes ineligible for the placement of advertising media, CM will offer the customer a suitable replacement advertising space without undue delay in finding such a fact. If the customer does not comment on such an offer within 2 working days, it is valid that he agrees with the transfer of advertising media to a spare advertising space. A replacement advertising medium (if it was delivered to the customer) will be glued to the spare advertising space at CM's expense, otherwise the customer is obliged to deliver a new advertising medium. However solution, CM will return to the customer the relevant part of the price of the advertising campaign, which relates to advertising space that has become ineligible for placement of advertising media. The same applies mutatis mutandis to other similar cases where the placement of an advertisement on a certain advertising space is not well possible for objective reasons.

5.3. CM will ensure the pasting up of advertising media within 4 calendar days from the start of the relevant advertising campaign, while if the campaign also envisages superstructures, CM will ensure the pasting up of advertising media and installation of superstructures (mock-ups) as soon as possible, but no later than 6 working days from the start of the relevant advertising campaign. . The deadlines specified in the previous sentence will not be met if the posters or extensions are not delivered to CM no later than 10 working days before the start of the relevant advertising campaign. CM has the right to unilaterally extend the installation time of advertising media due to adverse

weather conditions, which are considered rain, strong wind and temperature below freezing.

## **Article VI**

### **Terms of payment**

6.1. All advertising activities performed by CM are paid.

6.2. If at a certain price in the contract or order it is not stated that the price also includes the relevant amount of value added tax, it is valid that the price is stated without value added tax, which will be charged according to valid legal regulations.

6.3. In the event of fulfillment of the customer's monetary obligation by non-cash transfer, this obligation is fulfilled at the moment of crediting the relevant amount of money to CM's bank account.

6.4. The supplier is entitled to a contracted remuneration for the services provided. The amount of remuneration for the use of advertising space in individual advertising campaigns is governed by the moment of ordering advertising space from the supplier. In addition to the price for the use of the agreed advertising space, the remuneration also includes costs associated with transporting standard advertising materials from warehouses (not superstructures and other structural elements) to the agreed location, with the first installation of advertising materials on advertising space if it is a paper sticking or backlight, once per advertising campaign, with the maintenance of advertising space and advertising panels for the entire period of use of advertising space, as well as the costs associated with the acquisition of photo documentation. All prices and calculations are without VAT. Payment shall be deemed to have been made on the day on which the corresponding amount is credited to the supplier's account indicated on the invoice.

6.5. The rental price does not include costs associated with production and transport from the printer to the warehouse, unless otherwise specified in the order.

6.6. The contracting parties have agreed that the supplier has the right to demand that the customer pays the price specified in the order in advance. If the supplier requests payment from the customer in advance, the customer is obliged to pay this payment to the supplier on the basis of an invoice - tax document by the due date. The Supplier is not obliged to start work according to the order and these GTC, and thus fulfill its obligations until this invoice - tax document is paid to the Supplier (credited to the account). If the invoice - tax document is paid after the due date, there may be changes in the composition of the ordered campaign.

6.7. The supplier will issue the relevant invoices to the customer - tax documents always on the 1st day of the relevant calendar month in which the advertising campaign will take place or according to the agreement of both parties, with the due date of the invoiced amount being stated on the tax document.

6.8. In the event that the customer is in arrears with the payment of the fee, he will pay the supplier a contractual penalty of 0.05% of the amount due for each day. The provision on the contractual penalty does not affect or limit the supplier's right to damages.

6.9. The supplier is entitled to cancel the order without notice in the event of the customer's delay in paying the fee or price, as agreed in accordance with Art. VII par. 7.1., 7.2., 7.3. of these GTC. In such case, the customer is obliged to pay the supplier the fee or price mentioned above in full, regardless of the termination of the contract. At the same time, the supplier is entitled to paste over advertising space, on which advertising materials have already been installed in accordance with the contract that has been terminated, or blind it, remove it, and use it for another customer.

## **Article VII**

### **Duration of the contract**

7.1. The customer is entitled to unilaterally cancel a closed order under the following conditions:

7.1.1. by sending a written notice, if it is delivered to the provider no later than 91 days before the first day of providing advertising space according to the concluded order,

7.1.2. by sending a written notice if it is delivered to the provider no earlier than 60 days and no later than 91 days before the first day of providing advertising space according to the closed order and paying a severance pay of 50% of the total price to be paid to CM according to the closed order, 7.1.3. by sending a written notice if it is delivered to the provider no earlier than 60 days and earlier than the first day of providing advertising space according to the closed order and paying a severance pay of 100% of the total price to be paid by the customer to CM according to the closed order.

7.2. Severance pay according to provisions Art. VII par. 7.1.2. - 7.1.3. of these GTC is due within 14 days from the delivery of a written notice of cancellation of the order.

7.3. If the customer has ordered from CM to ensure the production of advertising media or to ensure the delivery of suitable material for the production of advertising media, in case of cancellation before the start of the period of providing advertising space, the customer is obliged to reimburse CM for the costs incurred for such activities, within 14 days from delivery notice of termination of the contract.

7.4. CM or the customer will not be in arrears with the fulfillment of any obligation, if its non-fulfillment is caused exclusively by force majeure, for the duration of such an obstacle to fulfill the obligation. In such a case, there is no right to unilateral early termination of the contract.

## **Article VIII**

### **Common provisions**

8.1. The total amount of damages, including contractual penalties and interest on arrears, which CM would be obliged to provide to the customer is limited to one half of the total price for advertising activities (excluding value added tax) agreed in favor of CM in the contract, caused by a breach of which the customer was entitled for damages.

8.2. The customer is obliged to complain in writing about any defects in the fulfillment of the obligation by CM within three days of their discovery, but no later than within three days of the expiry of the period for the provision of advertising space. If the customer does not complain in writing about defects within these deadlines, it is assumed that the fulfillment of the obligation by CM was proper and without defects.

8.3. The customer is obliged to maintain the confidentiality of all information provided by CM in connection with the concluded contract or negotiations on its conclusion.

8.5. The customer agrees that the supplier may use the photographs obtained during the photo documentation of the campaign on its website and for its marketing purposes. Residence Media SR (identification data specified in par. 1.1 of the General Terms and Conditions) as a provider (hereinafter referred to as "operator"), in accordance with the applicable legislation on personal data protection, will process the personal data of the customer, if a natural person, and / or personal data of natural persons - employees, statutory or other representatives of the customer, if the customer is a legal entity (hereinafter referred to as "person concerned"), which are stated in the contract and / or in the order for the purposes of fulfilling the contract, respectively the delivery of the service according to the order. The processing of personal data is therefore necessary for the performance of the contract / order. The provision of personal data is voluntary, it is required for the purposes of fulfilling the contract / order and if the customer does not agree with the provision of personal data for this purpose, it is not possible to conclude the contract with him. By providing personal data, the customer also confirms that the personal data is correct and complete, the customer is entitled to provide personal data, and the customer informed the person concerned, if the person concerned is not the customer himself, provided his personal data for processing to the operator and informed him Article VIII Common Provisions of these General Terms and Conditions. Processing of personal data for the purpose of archiving in accordance with Act no. 18/2018 Coll. on the Protection of Personal Data (the "Personal Data Protection Act") considers processing to be compatible with the original purpose.

The processing of the personal data of the person concerned may also be necessary for:

(i) the purpose of fulfilling the operator's obligation under Regulation (EU) 216/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95 / 46 / EC (GDPR), the Personal Data Protection Act and other generally binding legal regulations (eg Act No. 431/2002 Coll. On Accounting, Act No. 222/2004 Coll. On Value Added Tax ), or

(ii) the purpose of the legitimate interest of the operator, such as out-of-court and judicial enforcement of the operator's legitimate claims for unpaid compensation, causing damage and more.

8.6. Confidence Media SR will process the personal data of the person concerned to the extent necessary to achieve the purposes stated in par. 8.5. general terms and conditions and for the time necessary to achieve the purposes set out in par. 8.5. general business conditions for which they are processed (eg for the duration of the contract, handling of the complaint in relation to the ordered advertising activity / advertising space, or the achievement of any of the legitimate interests of the operator, or fulfillment of the obligation arising from the generally binding legislation).

8.7. Recipients of personal data of the person concerned (only to the extent necessary) will be contractual partners of Confidence Media SR, who provide the operator with services of any nature in connection with securing, equipping and fulfilling the customer's contract / order, including tax, accounting and legal advisers, persons providing any technical / electronic / online support and implementation of the contract (eg IT service providers) and / or orders resp. persons ensuring the protection and security of systems related to the implementation of the contract / order (eg repair and service providers).

8.8. Confidence Media SR is entitled to process the personal data of the person concerned also for the purposes of direct marketing, including profiling to the extent related to direct marketing, while the processing of personal data (including profiling) for the purposes of direct marketing is considered a legitimate interest of Confidence Media SR. For the purposes of direct marketing, Confidence Media SR will use the personal data of the person concerned to inform and send marketing offers related to the services provided by Confidence Media SR, i.e. sending e-mail messages of a marketing and commercial nature, such as information on discounts, various promotions, new technical parameters of services (advertising space / advertising media) and other marketing news related to and / or related to Confidence Media SR services.

8.9. Special notice. The person concerned has the right to object at any time to the processing of personal data:

(i) for the purposes of direct marketing, including profiling, to the extent that it relates to such direct marketing,

(ii) based on the legitimate interests of the operator, including objections to profiling.

The person concerned may exercise his right to object to the processing (including profiling) of personal data for the purposes of direct marketing through the contact details of Confidence Media SR listed in par. 8.11. of these general terms and conditions.

8.10. The person concerned has the right of access to his personal data, the right to correct, delete, restrict their processing, the right to object to the processing of personal data, the right to the transfer of personal data. These rights can be exercised by the affected person on the contact details of Confidence Media SR listed in par. 8.11. of these general terms and conditions. The person concerned also has the right to file a complaint with the Office for Personal Data Protection of the Slovak Republic if he / she considers that personal data are being processed illegally. The person concerned will find out the contact with the office on the contact details of Confidence Media SR (par. 8.11) below or on the website of the office itself: <https://dataprotection.gov.sk>.

8.11. The person concerned may exercise his rights under this Article VIII of the General Terms and Conditions directly from the responsible person of the operator or from the operator at the following

contacts:

in writing at the registered office of Confidence Media SR, Dostojevského rad 5, 811 09, Bratislava, electronically via e-mail at the responsible person: [gdpr@cmedia.cz](mailto:gdpr@cmedia.cz)

## **Article IX** **Final provisions**

9.1. Each customer is obliged to get acquainted with these GTC before concluding a contract / binding order with CM. These GTC are published on the CM website [www.confidencemedia.sk](http://www.confidencemedia.sk) and on the website [www.prenajom-billboardov.sk](http://www.prenajom-billboardov.sk)

9.2. The supplier is also entitled to change the wording of the GTC, provided that this change is subsequently published on the supplier's website, and the decided GTC for the given order are valid and effective on the day of concluding the binding order / Framework Agreement as amended.

9.3. If the change of the GTC significantly affects the content of the existing contractual relationship between the customer and CM, the customer has the right to enter into an agreement to terminate such an obligation. The content of such an agreement must be the settlement of all mutual rights and obligations, unless CM agrees otherwise with the customer.

9.4. In the event that any part of these GTC becomes invalid, it has no effect on the validity of the remaining parts of these GTC.

9.5. The contractual relations between CM and the customer are governed by the law of the Slovak Republic, and any disputes arising from them will be heard and decided by the relevant Slovak court.

9.6. These general terms and conditions are effective from 01.06.2021

In Bratislava 01.06. 2021



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Markéta Kubáľková - executive director  
ConfidenceMedia SR, s.r.o.