

# BurdaMedia Extra

BurdaMedia Extra s.r.o.

Přemyslovská 2845/43 • 130 00 Praha 3 • Tel. +420 221 589 411 • Fax. +420 296 521 368

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## General terms and conditions for the provision of advertising space on servers managed by BurdaMedia Extra s.r.o.

### **Preamble**

These General Terms and Conditions for the Provision of Advertising Space of BurdaMedia Extra s.r.o. Company ID No: 152 73 589 (hereinafter the “Terms and Conditions”) govern all contracts for the provision of advertising space on one of the servers published by BurdaMedia Extra s.r.o. (hereinafter the “Provider”), which concludes, on its own behalf, contracts on the provision of advertising space with persons interested in publishing the advertisement on the given server (hereinafter the “Clients”). For the purposes of these Terms and Conditions of advertising, servers managed by the Provider mean both servers directly operated by the Provider and servers on which the Provider is entitled to provide advertising space on the basis of contracts concluded with their operators. These Terms and Conditions shall enter into force and effect on 01 January 2024.

List of servers managed by the provider as of 01 January 2024 is the following:

<https://www.apetitonline.cz>

<https://www.burdastyle.cz>

<https://www.elle.cz>

<https://www.extra.cz>

<https://www.extralife.cz>

<https://www.g.cz>

<https://www.chip.cz>

<https://www.lifee.cz>

<https://www.marianne.cz>

<https://www.nkz.cz>

<https://www.oneTV.cz>

<https://www.svetzeny.cz>

<https://www.toprecepty.cz>

### **1. Advertising purchase orders**

1.1 After receiving a written (including email) or telephone request for advertising space from the Client, the Provider shall summarise the reservation of the advertisement in a document in which it will specify, in particular, the advertising space required by the Client (i.e. on which server or servers the advertising space should be provided, or in which section of the given server, the advertising format, type of advertising [banner, text advertisement, link, etc.], the start date of the

campaign and the time of publication), and which will state the price for the provision of this advertising space and any other contractual conditions not contained in these Terms and Conditions (hereinafter the “Reservation”).

1.2 The Reservation delivered to the Client is a draft contract for the provision of advertising space in accordance with the conditions specified in the Reservation. The Provider shall deliver the Reservation to the Client by post, in person, by fax or by email based on the contact information provided in the Reservation.

1.3 The Client is obliged to confirm its consent to the Reservation and the Terms and Conditions in writing (by post, email or fax), no later than five (5) working days from its delivery by the Provider. After this period expires in vain, the Provider ceases to be bound by the Reservation.

1.4 In the case of the first order of advertising space made by the Client with the Provider, the Client shall be obliged to enclose, together with the consent and confirmation of the Reservation, a copy of the current (not older than three months) extract from the Commercial Register (or a trade licence, if the Client is a natural person not registered in the Commercial Register). With regard to the order of advertising space, which is carried out by an advertising agency, it is necessary that it also provides the Provider with the designation of its client for whom the advertising space is ordered.

1.5 By timely confirmation of the Reservation in the manner specified in paragraph 1.3 of these Terms and Conditions, a contract shall be concluded for the provision of advertising space to the Client in accordance with the conditions described in the Reservation for the purpose of publishing the advertisement delivered by the Client (hereinafter the “Contract”).

1.6 The Client is not entitled to take back the receipt and confirmation of the Reservation or cancel it in manner other than as specified in section 2 Reservation cancellation of these Terms and Conditions.

1.7 The Client is not entitled to make any changes to the Reservation before its confirmation (in particular, it is not entitled to change the type and format of the advertisement, or the date and deadlines for publishing the advertisement). Such changes to the Reservation have no legal effect on the Provider. Timely delivery of the thus changed confirmed Reservation to the Provider results in the conclusion of the Contract, however, under the conditions specified in the original version of the Reservation delivered by the Provider to the Client.

1.8 In the event that changes to the Reservation made unjustifiably by the Client relate to the essentials of the Contract (especially the server designation, type and format of advertising, publication date and deadlines for advertising or the price for providing the advertising space), or if the changes make the original text of the Reservation illegible or incomprehensible, the Provider reserves the right, depending on the circumstances of the case, either to request the conclusion of a new Contract with new conditions, or the right to refuse to publish the advertisement. When concluding a new Contract, the procedure in specified in paragraph 1.1. *et seq.* of these Terms and Conditions shall apply. Paragraphs 7.2. and 7.3. of these Terms and Conditions shall apply in such a case with necessary modifications.

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1.9 If the Client is a media and advertising agency with which the Provider has concluded a framework cooperation agreement, the Provider shall also accept orders placed on the order form of these media and advertising agencies or on the breakdown of the Client's advertising campaign, provided they meet all the requirements of the Reservation. In such a case, contrary to paragraph 1.1 of these Terms and Conditions, the Client's request delivered by post, in person, by email or by fax shall be considered a binding order and a proposal for the conclusion of the Contract. By accepting the order in accordance with the first sentence in an unchanged form without deviations from the Provider, by post, in person, by email or by fax, the Contract is concluded. Any changes, deviations or counter-proposals stated in the order in accordance with this article by the Provider shall be considered a rejection of the draft Contract and they shall be as a whole considered a Reservation, the acceptance and confirmation of which shall be governed by the procedure specified in paragraphs 1.1 to 1.5 of these Terms and Conditions.

1.10 Any arrangements related to the provision of advertising space (written or oral) made before the conclusion of the Contract, which are not explicitly included in the Reservation or in these Terms and Conditions, shall not constitute a part of the Contract and they are not legally binding on the Provider.

## **2. Reservation cancellation**

2.1 The Client may cancel the Reservation (i.e. withdraw from the Contract) only by written notice of withdrawal from the Contract (hereinafter "cancellation"), which must be delivered to the Provider, no later than before the publication of the Advertisement on the server managed by the Provider. If several different advertising spaces have been ordered through the Reservation, it is possible to cancel only a part of the Reservation.

2.2 Cancellation of the Reservation (withdrawal from the Contract) later than 35 working days before the planned publication of the advertisement is only possible by delivery of a written cancellation and payment of compensation in the amount of the price stated in the Reservation (including VAT) for all the cancelled advertising spaces for which the date of planned publication is less than 35 working days from delivery of the cancellation to the Provider.

2.3 The confirmed Reservation (i.e. the Contract) cannot be changed in any way. Any written request of the Client to "move" the advertisement from one server to another Provider's server, to change the size (type) of the ordered advertising space or to make any other change in the Contract will be considered a cancellation of the original Reservation (i.e. withdrawal from the original Contract) by the Client with all the consequences described in these Terms and Conditions of advertising and at the same time, it will be considered a new request, to which the Provider will respond by issuing a new Reservation.

## **3. Price, payment terms and invoicing**

3.1 The Client is obliged to pay the Provider the price specified in the confirmed Reservation for the provision of advertising space.

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3.2 Unless otherwise agreed between the Client and the Provider, the price for the provision of advertising space stated in the Reservation shall correspond to the Provider's price list valid on the day of delivery of the Client's request to the Provider. The Provider's current price list is published on the <http://burda.cz/cs/inzerce/ke-stazeni/digital> website. The Provider is entitled to change the price list at its own discretion at any time. The Provider shall always publish a new price list at <http://burda.cz/cs/inzerce/ke-stazeni/digital>

3.3 In the event of a discrepancy between the price stated in the Reservation and the price according to the Provider's price list or the agreement between the Provider and the Client, the Client is obliged to notify the Provider of this discrepancy without undue delay after it receives the Reservation. Shall the discrepancy between the price stated in the Reservation and the price list or the agreement be recognised by the Provider, the Provider shall issue a new Reservation with the correct price. If the Client confirms the Reservation, it loses the right to contradict and complain in any way about the amount stated in the Reservation and it shall be obliged to pay this price to the Provider.

3.4 The price for the provision of advertising space is payable within fourteen (14) days of the date of delivery of the tax document (invoice) by the Provider, unless otherwise agreed by the Parties in advance. The price is always payable by non-cash transfer or deposit to the Provider's bank account, which is stated in the tax document (invoice). The Provider shall always issue the tax document no later than fifteen days from the Advertising Day. The day of the taxable supply is the Advertising Day or the day the tax document was issued, whichever occurs earlier.

3.5 The Provider may request payment in advance, especially from a Client who has never concluded a Contract on the provision of advertising space with the Provider in the past or who has not failed to fulfil its obligations under concluded Contracts properly and on time (especially if it has not duly and timely paid the agreed price for the provision of advertising space). Whenever the "payment in advance" clause or another clause of similar meaning is stated in the Reservation, the price for the ordered advertising space shall be payable in full in advance, no later than on the date of publication of the relevant advertisement (start of campaign) specified in the Reservation. The Provider shall issue and send a pro-forma tax document (invoice) to the Client. If the price of the advertising space is not paid at the latest on date of publication of the relevant advertisement (start of campaign) specified in the Reservation, the Provider shall not be obliged to provide the ordered advertising space and publish the Client's advertisement on it. The Provider shall always issue a tax document settling the advance payment within fourteen (14) days from the date of the taxable supply. In the event that the advertisement is not published for reasons arising on the part of the Client, the Provider shall keep the advance payment. In the event that the advertisement is not published for reasons arising on the part of the Provider, the Provider shall return the advance payment to the Client.

3.6 If the Client is in arrears with the payment of the price for the provision of a certain advertising space, the Provider shall not be obliged to provide this Client with any additional advertising space and publish any other advertisement of the Client, whether the Contracts for the provision of such advertising space were concluded before or after the Client became in arrears with the payment of the price for another advertising space.

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3.7 If the Provider does not provide a certain advertising space to the Client due to any delay of the Client in paying the price for the provision of the advertising space and it does not publish the Client's advertisement on this advertising space, the Contract on the provision of this advertising space shall expire and the Provider is entitled to compensation for lost profits in the amount of the sum of prices for the provision of all advertising space, which the Provider did not provide to the Client due to the Client's delay in payment.

3.8 If the Client becomes in arrears with the payment of the price for the provision of advertising space, it shall be obliged to pay the Provider a contractual penalty in the amount of 0.05% of the amount due for each day of delay. The termination of the Contract does not in any way affect the Client's obligation to pay the contractual penalty

3.9 If the Provider provides the Client with any discount from the list price for the provision of advertising space, this fact will be stated in the Reservation (the discount will be calculated in the Reservation either as a percentage of the price list price or as a flat amount). If the Client becomes in arrears with the payment of the agreed price for the provision of advertising space, for which it was provided with a discount, and the delay is longer than 15 days, the right to a discount for the Client expires and the Client shall be obliged to pay the Provider the price list in full.

3.10 In the event the Client cancels the reservation in accordance with these Terms and Conditions, so that the services are not used in the price required to provide a discount, the Provider is entitled to charge the Client the amount of the difference between the originally charged discount price and the price stated in the Provider's Price List without a discount.

3.11 Together with the proper tax document (this does not apply to pro-forma tax documents), the Provider shall also send the Client a document copy of the relevant advertising space on the server, containing the Client's published advertisement. Tax documents may also be sent electronically by prior agreement. In such a case, the Client may communicate its request for electronic invoicing to the Provider in writing to the following email:

[vydanefaktury@burda.cz](mailto:vydanefaktury@burda.cz). The message must state the Client's commercial name, Company ID No and the email address intended for receiving electronic invoices. The possibility to be sent electronic invoices applies to tax documents issued after 12 March 2020. The Provider shall send the Client a document copy of the relevant magazine in physical form, regardless of how the invoice was sent. At the Client's request, the Provider shall send, as an alternative to the document copy of the relevant magazine in physical form, the cover of the magazine and the relevant advertisement in electronic form.

## **4. Delivery of advertising materials and implementation of advertising**

4.1 The Client is obliged to provide the Provider with supporting materials for the publication of the advertisement to be published on the advertising space in the form of a data file (hereinafter the "advertising materials"), no later than five (5) working days before the date the advertisement is to be published on the Provider's server. The date of

publication of the advertisement is stated in the Reservation.

4.2 The description of the advertisement in the Reservation (type of advertisement, interactive, non-interactive etc.) is only indicative and it is in no way binding for the Provider. The Provider is obliged to publish the advertisement according to the advertising materials supplied by the Client (unless it refuses to publish it) and it is in no case obliged to check, let alone ensure the compliance of the advertising materials and the advertisement published based thereon with the description in the Reservation.

4.3 The Client is obliged to deliver advertising materials in such a format and with such parameters as are stated in the current technical specifications of advertising materials for the given server. Current technical specifications are available at <http://burda.cz/cs/inzerce/ke-stazeni/digital> The Provider is at any time entitled to change the technical specifications of advertising materials (for example, in connection with change in the server's format, a change of the technical specifications etc). The Provider is obliged to immediately inform the Client in writing of any changes to the technical specifications of advertising materials for the publication of already ordered advertisements.

4.4 The technical specification of advertising materials published at <http://burda.cz/cs/inzerce/ke-stazeni/digital> also contains an indication of the maximum permissible data size of individual data files. In the event the Client delivers files of a larger data size, the price of the advertising format to which the files relate increases in proportion to the extent the data size of the delivered files exceeds the maximum permissible data size (i.e. when the maximum permissible data size is exceeded by 1 %, the price increases by 1 %).

4.5 The data file containing advertising materials must always be marked so that the file name consists (in the following order) of the name of the specific server on which the advertisement is to be published, THE date of publication of the relevant advertisement (or start of campaign) specified in the Reservation and the designation of the Client; the individual data shall be separated by the “\_” (underscore) character and in the case of internal division of individual data by a hyphen (example: “Marianne.cz\_YYYY-MM-DD\_XYZ”).

4.6 The Client is obliged to inform the Provider of the exact designation of the URL and its assignment to individual banners or texts. In the case of a banner with multiple URLs, the Client is obliged to state the specific assignment of URLs to individual parts of the creative work.

4.7 The Client must provide the Provider with information on the required rotation of creative works; in the event this information is not provided, the rotation of the Client's creative works will be uniform.

4.8 The Client is obliged to deliver the advertising materials to the Provider by electronic mail (email) to the Provider's electronic address, or possibly in another way agreed by both parties. Electronic addresses to which the advertising materials may be sent are listed in the Reservation. The Provider may change the electronic addresses at any time, and it is obliged to immediately inform the Client of such a change.

4.9 The Client is not allowed to provide the materials in a package with banners that are not

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intended for advertising on the Provider's servers, or on positions that were not ordered for publication, or in the form of a link to download the material.

4.10 The Provider is not obliged to return the provided advertising materials to the Client and it is not obliged to safekeep these advertising materials.

4.11 The Client is obliged to deliver the advertising materials in accordance with the technical specifications of the ordered format specified in the binding reservation. – Technical specifications are available at <http://burda.cz/cs/inzerce/ke-stazeni/digital>. In the event the Client fails to deliver the advertising materials in accordance with the technical specifications, it is obliged to pay 100 % of the agreed amount.

4.12 In the event the Client requests the Provider to change the advertising materials or change the destination URL after handing over the advertising materials in accordance with the previous paragraph of these Terms and Conditions, but before the publishing of the advertisement, the Provider is entitled to charge a fee for each change based on the valid price list.

4.13 In case of a longer-term publication of an advertisement of the same advertising format (i.e. in case of publication for more than 2 weeks), the Client is entitled to request the Provider to change the advertising materials or the destination URL. The Provider shall make such a change once in each calendar month free of charge. An individual fee shall be charged by the Provider for each further change.

4.14 In the case of repeated delivery of advertising materials in accordance with paragraphs 4.11. and 4.12. of these Terms and Conditions, the procedure in accordance with paragraphs 4.1. to 4.10. of these Terms and Conditions shall apply with the necessary modifications. The Client is obliged to deliver all documents for the change in the already ordered advertising campaign no later than three (3) working days before the date of the intended change. If it fails to do so, the Provider shall not be responsible for the timely change of the advertising materials.

4.15 Except in cases where the subject-matter of the Contract is the provision of a precisely determined advertising position, the Provider is entitled to provide the Client with an advertising space located at any place of the given server according to the Provider's choice.

4.16 It is entirely up to the Provider to choose whether the provider advertising space will be adjacent to the editorial content or another advertising space, and it is entirely up to the Provider to decide which advertisement to place in the vicinity of the Client's advertisement. The Client is not entitled to make any claims related to the placement of its advertisement in the vicinity of a competing advertisement or in the vicinity of any editorial content the Client's deems inappropriate.

4.17 Simultaneously with the delivery of the advertising materials, the Client gives the Provider its consent to the Provider's dissemination of the advertisement via servers within the global computer Internet network and it further confirms that it is an entity authorised to exercise all the necessary rights to the advertisement that will be placed on one of the Provider's servers, in particular that it is entitled to exercise any proprietary copyrights to the relevant advertising message and/or other advertising elements and that is authorised to use any trademarks or other elements that are the subject of protection of industrial or intellectual

property contained in the advertising message and it confirms that it does not infringe the rights of any other third party.

4.18 The Provider reserves the right to change the advertising formats in which the advertising messages are published. In the event the advertising message is included in a category, the Provider reserves the right to move the advertising message to a more relevant category, if such a category is created. The provider further reserves the right to cancel an individual advertising format. In the case of a Reservation or an unfinished advertising campaign of the Client for such an advertising format in which the advertising message was to be published, the Provider undertakes to offer the Client a performance of a similar quality corresponding to the intention of the Client's advertising campaign, and if the Client does not agree to such similar performance, the Provider will immediately return to the Client the already paid price or part thereof corresponding to the unrealised advertising campaign.

## 5. Statistics

5.1 For the purposes of invoicing and possible claims, the only and exclusively binding value shall be the number of impressions (i.e. views) according to the statistics generated from the Provider's advertising system. These statistics shall be generated at the Client's request. The Client acknowledges that the statistics provide data only retroactively after the end of the campaign.

5.2 The Client declares that it is aware of the fact that the Provider is a member of the branch interest association SPIR (Sdružení pro internetovou reklamu, z. p. s. o.; www.spir.cz), and the Client grants the Provider irrevocable consent to the use of data on advertising campaigns for Internet research within SPIR.

## 6. Defect claims

6.1 The Provider shall not be liable for defects caused by defective advertising materials supplied by the Client.

6.2 If the Provider creates advertising materials for the Client on the basis of an agreement with the Client and on the basis of proposals delivered by the Client, the Provider is responsible only for the technical quality of advertising materials, the responsibility for the content of the advertisement lies entirely with the Client.

6.3 Fault on the part of the Provider shall mean a malfunction of its services, which relate to the confirmed Reservation of the Client, for a period longer than 6 hours during a calendar day. This shall not apply to the time interval in which the Client's advertising messages are automatically displayed by the advertising system according to the ordered volume of advertising.

6.4 In particular, fluctuations in the number of visitors to the Provider's individual servers shall not be considered a fault on the part of the Provider.



6.5 The Client is obliged to complain about any defects of the published advertisement and to exercise its rights arising from these defects in writing within 10 days of the publication of the advertisement, or of the occurrence of the defect, otherwise these rights shall expire. The claim must contain a description of the alleged defects and a justification of why the Client believes that the Provider is responsible for the defects.

6.6 In the event that the published advertisement is defective due the Provider's fault, the Client exercises its rights from defects properly and in time, and these defects cause a significant reduction in the information value of the advertisement or demonstrable damage to the Client's reputation, the Client shall be entitled to a replacement advertising, either in the form and scope corresponding to the originally ordered advertisement, or in the form of another price-appropriate advertising performance.

6.7 The replacement advertising shall be provided on the date agreed by the contract parties, or on the earliest possible date if no such agreement exists. The Client shall be entitled to a reasonable discount on the price for the provision of advertising space only if it will not be possible to fairly demand from the Client to accept the compensation in the form of the publication of a replacement advertisement. Unless expressly agreed otherwise, the Client shall have no other right arising from defects in the advertisement than the right to a new performance, or to a reasonable discount from the price for the provision of advertising space.

## **7. The Client's responsibility for the content of the advertisement**

7.1 The Client is responsible for ensuring that the advertisement it orders is in full compliance with valid legal regulations, good morals, principles of honest business relationships and with generally upheld code of ethics of advertising (Advertising Code issued by the Czech Advertising Standards Council), and that the publication of the advertisement by the Provider will not interfere with the rights of any third party, in particular copyright, other intellectual property rights and the right to protection of the individual.

7.2 The Provider has the right to refuse to publish an advertisement if it considers that such publication would be in conflict with point 7.1 of the Terms and Conditions or that the publication of the advertisement could damage the good name or interests of the Provider or third parties. The Provider shall notify the Client of the refusal to publish the advertisement in writing. If the Client fail to properly and in time provide the Provider with the materials for the publication of another advertisement, the relevant Contract shall terminate.

7.3 By conclusion of the contract, the Client declares that it is not subject to any international or national sanctions imposed by any competent authority due to Russia's actions destabilizing the situation in Ukraine. The Client hereby expressly confirms that by concluding or performing the contract the Client does not violate any prohibition imposed by the international community.

7.4 In no case shall the Provider be liable for any possible damage incurred by the Client due to the non-publication of the advertisement rejected by the Provider.

7.5 The Client undertakes to reimburse the Provider for all costs and all damage incurred by the Provider as a result of any person or any authority claiming from the Provider any claims arising from the alleged violation of law caused by publishing an advertisement according to the Client's advertising materials, irregardless of whether these claims prove to be justified or not. The Client shall reimburse the Provider in particular for the costs of legal representation in the examination of claims asserted by any person or authority and in representing the Provider in all related judicial or administrative proceedings.

## **8. Applicable law, dispute resolution**

8.1 All Contracts concluded on the basis of Reservations shall always be governed, based on an agreement of the contracting parties, by the law of the Czech Republic.

8.2 Based on the agreement of the contracting parties, the regime of the Contract and the relations established by the Contract and related thereto shall be governed by the law of the Czech Republic, in particular Act No 89/2012, the Civil Code, as amended.

8.3 All disputes arising from the Contracts and Reservations and any disputes related to the conclusion and validity of the Contracts shall be decided by the territorially competent courts of the Czech Republic on the basis of an agreement between the contracting parties. If there is no court in the Czech Republic that would have territorial jurisdiction to hear the actions against the Client in accordance with the relevant procedural regulations, the contracting parties agree that the District Court for Prague 3 will be the territorially competent court for disputes that are in the first instance heard by district courts and that the Municipal Court in Prague will be the territorially competent court for disputed that are in the first instance heard by the regional courts.

## **9. Client information and personal data**

9.1 The Client acknowledges that the Provider, within the implementation and development of cooperation under these Terms and Conditions, including its evaluation, processes information about the Client, especially contact information and information on cooperation, including any information on the creditworthiness of the Client obtained from third parties. The Clients are usually not individuals, so such information is not personal data.

9.2 Natural persons act on behalf of the Client when dealing with the Provider. Their contact details and information on cooperation with the Client are personal data within the meaning of the relevant regulations. The Provider fulfils its information obligation towards personal data subjects through the "Zásady ochrany soukromí Burda International CZ s.r.o." document (Privacy Policy of Burda International CZ s.r.o.), which is available at <https://burda.cz/zos/Zasady-ochrany-soukromi-2018.pdf#specialy>. The document is also intended for natural persons who cooperate indirectly with the Provider, i.e. due to their

position in relation to the Client.

9.3 The Client undertakes to notify the natural persons who communicate with the Provider on its behalf about the above Privacy Policy document and invite them to become familiar with the document.

## **10. Final Provisions**

10.1 The provisions of these General Terms and Conditions form an integral part of each Contract concluded between the Provider and the Client through the Reservation. In the event the Reservation contains an explicit provision that contradicts these Terms and Conditions, the express provision of the Reservation shall prevail.

10.2 These Terms and Conditions may be changed by the Provider at any time. Changes to the General Terms and Conditions shall not apply in any way to Contracts concluded before this change.

10.3 These Terms and Conditions are issued in Czech language only. Versions in other languages are for information only.

Prague, 01 January 2024