

# Special ONLINE FORMATS



**e.conomia**

**Aktuálně.cz (including "Žena" and "Magazín" sections) – BeNative**

The creative-content studio of the online daily Aktuálně.cz, creating high-quality content in cooperation with partners. BeNative delivers tailored content based on reader interest and partner communication needs.

<b>Online Article</b>	Article in the form of a text output, interview, etc. By agreement with the editorial office, it is possible to supplement the text with client video/photos.	<b>60,000 CZK</b>
<b>Podcast - BeNative</b>	Standalone podcast with a guest suggested by the client. Published on podcast platforms as part of the "Podcasty Aktuálně.cz" channel.	<b>70,000 CZK</b>
<b>Photo Gallery</b>	Illustrative photo gallery on a given topic + short captions.	<b>60,000CZK</b>
<b>Coda Graphic</b>	Thematic photos + short text for each photo.	<b>60,000 CZK</b>
<b>Quiz</b>	Text in the form of questions and pre-set answer options.	<b>60,000 CZK</b>
<b>Online Consultation</b>	Online debate format between readers and a partner representative. Includes an annotation a day in advance, representative profile, and the debate itself for one hour.	<b>100,000 CZK</b>
<b>Infographic</b>	Text with visualization of a given topic. Includes graphics, interactive elements, infoboxes, data, etc.	<b>150,000 CZK</b>
<b>Aktuálně.cz Debate</b>	Expert debate for 3-4 partners. Includes text, video, and podcast. Placement on Aktuálně.cz.	<b>150,000 CZK</b>
<b>Thematic Series</b>	Texts on a pre-agreed topic (min. 6 outputs) + creation of a dedicated bookmark/tab aggregating all project outputs.	<b>from 250,000 CZK</b>
<b>Audio Sponsoring - Spotlight</b>	Daily podcast (Mon–Fri), price for audio ad – sponsoring for 1 month.	<b>100,000 CZK</b>
<b>Video Sponsoring - Spotlight</b>	Daily video show (Mon–Fri), price for video ad before the video – "Program Partner" – sponsoring for 1 month.	<b>120,000 CZK</b>
<b>Spotlight +</b>	Special episode of the Spotlight show in cooperation with partners. Outputs: video, podcast, text on Aktuálně.cz.	<b>150,000 CZK</b>
<b>Aktuálně.cz LIVE</b>	Public recording with a live audience. Outputs: video, podcast, text outputs + on-site visibility at the event venue.	<b>by partnership level</b>

## Aktuálně.cz - CONTENT PROJECT PARTNERSHIPS

Independent, editorially processed content supported by a client.

<b>Smart Czechia (Chytré Česko)</b>	Education of the future.	<b>from 150,000 CZK / year</b>
<b>The Sedentary Generation (Generace bez pohybu)</b>	Youth sports.	<b>from 150,000 CZK / year</b>
<b>Doctor, Advice Please!</b>	Health topics.	<b>from 150,000 CZK / year</b>

## HN.cz - BeNative

The creative content studio of Hospodářské noviny, producing high-quality content in collaboration with partners. The editorial team of Hospodářské noviny delivers tailor-made content based on reader interests and the partner's communication needs. While primary outputs are published online, they can also be adapted for print.

<b>Online Article</b>	An article prepared by the editorial team in the form of a text output, interview, etc. Online text is labeled as an "HN BeNative" partner project. The client proposes the topic or interview guest; the editorial team then processes and suggests the ideal approach to ensure maximum satisfaction for both the client and our readers. Promo: Guaranteed visibility on the HN.cz homepage and HN social media (FB, LI, TW).	<b>80,000 CZK</b>
<b>Online + Print Article</b>	See above, including a 1:1 adaptation for the print edition.	<b>150,000 CZK</b>
<b>Print Article</b>	An article prepared by the editorial team in the form of a text output, interview, etc. A full-page (1/1) print text labeled as "HN BeNative" partner content. The client proposes the topic or interview guest; the editorial team then processes and suggests the ideal approach to ensure maximum satisfaction for both the client and our readers. Automatically adapted from print to HN.cz online (without homepage and social media promotion).	<b>120,000 CZK</b>
<b>Podcast - BeNative</b>	A standalone podcast episode with a guest proposed by the client. Visibility on HN.cz + Soundcloud, Spotify, Apple, and Google Podcasts platforms.	<b>90,000 CZK</b>
<b>Infographic</b>	Editorial text on a pre-agreed topic, supplemented by an infographic – including data, photo galleries, graphical and interactive elements, etc.	<b>150,000 CZK</b>
<b>Microsite</b>	Editorial content and a graphically designed topic within a dedicated landing page, usually including texts, interviews, reports, photo galleries, quizzes, etc.	<b>350,000 CZK</b>
<b>HN Q&amp;A (Consultation)</b>	An offline consultation/Q&A session between readers and a representative of the partner. The output includes a Q&A annotation, the representative's profile, and the subsequent processing of answers into the final output.	<b>90,000 CZK</b>
<b>HN Debate</b>	An expert debate for 3 partners. The output includes text, video, and a podcast. Placement of the output on HN.cz and Aktuálně.cz. A 1:1 adaptation for the print edition.	<b>210,000 CZK</b>
<b>Thematic Special</b>	Editorial outputs (text/interview/podcast/debate) on a pre-agreed topic (min. 6 outputs) + the creation of a dedicated section (tab) that aggregates all published outputs within the project.	<b>from 500,000 CZK</b>
<b>Advertorial</b>	A commercial format in both print and online versions of HN. Placement in the Brand Lab. Without promotion.	<b>100,000 CZK</b>
<b>Longevity BeNative Podcast</b>	A partner episode of the Longevity BeNative podcast. The podcast is created in collaboration with the partner and their representative for a specific episode within the BeNative special projects.	<b>80,000 CZK</b>

## Ekonom.cz - BeNative

The creative content studio of the Ekonom weekly magazine prepares high-quality content in collaboration with partners. The editorial team delivers tailor-made content based on reader interests and the partner's communication needs. While primary outputs are published online, they can also be adapted for print.

<b>Online + Print Article</b>	A text (double-page spread / 2/1) written in collaboration with the editorial team (published online + 1:1 in print).	<b>100,000 CZK</b>
<b>Editorial Special - BeNative</b>	A long-term editorial special focused on a single topic, combining various formats and frequencies (articles, podcasts, infographics, etc.) for a duration of 2 months or more.	<b>250,000 CZK</b>
<b>Ekonom Debate</b>	An expert debate for 3 partners. The output includes text, video, and a podcast. Placement of the output on Ekonom.cz, HN.cz, and Aktuálně.cz + a printed version in the Ekonom weekly (double-page spread / 2/1).	<b>150,000 CZK</b>
<b>Podcast Sponsorship: Na vlně podnikání (On the Wave of Business)</b>	Sponsorship – an advertising spot placed at the beginning of the Ekonom podcast about business, entrepreneurship, and inspirational stories (weekly). Price for one month of sponsorship.	<b>80,000 CZK</b>
<b>Podcast: Na vlně podnikání Business</b>	A standalone podcast episode with a guest on <a href="http://www.ekonom.cz">www.ekonom.cz</a> + Soundcloud, Spotify, Apple, and Google Podcasts platforms. Includes a full-page (1/1) output in Ekonom weekly featuring highlights from the online interview, labeled as a "Special Project."	<b>90,000 CZK</b>

## PODCASTS – Thematic podcasts on Aktualne.cz, HN.cz, and Ekonom.cz Introductory Sponsorship

Introductory Sponsorship: An advertising spot placed at the beginning of each podcast episode. Price is per month.

<b>Spotlight</b>	Interviews with prominent figures from politics, economy, culture, and lifestyle on Aktuálně.cz (Mon–Fri).	<b>100,000 CZK</b>
<b>Ranní brífink (Morning Briefing)</b>	A quick morning overview of current events in the world of economy and money on HN.cz (Mon–Fri).	<b>100,000 CZK</b>
<b>MoneyPenny</b>	A podcast about investments, money, and financial markets on HN.cz (4x per month).	<b>80,000 CZK</b>
<b>Bruselský diktát (The Brussels Dictate)</b>	A podcast commenting on current events in the EU and the Czech Republic on HN.cz (4x per month).	<b>80,000 CZK</b>
<b>Longevity</b>	A podcast about new trends in longevity, prevention, and health discoveries on HN.cz (2x per month).	<b>80,000 CZK</b>
<b>Generační konflikt (Generational Conflict)</b>	A podcast about the clash of generations and business topics on HN.cz (4x per month).	<b>80,000 CZK</b>
<b>Mouchy na zdi (Flies on the Wall)</b>	A podcast looking into the corners of Czech business as seen and heard—both officially and off the record—by our HN.cz editors (2x per month).	<b>80,000 CZK</b>
<b>Na vlně podnikání (On the Wave of Business)</b>	The Ekonom weekly podcast about business, entrepreneurship, and inspirational stories (weekly).	<b>80,000 CZK</b>

# Economia, a.s. Commercial Terms and Conditions

Economia, a.s. Commercial Terms and Conditions (hereinafter referred to as the "Commercial Terms and Conditions")

## 1. SCOPE OF VALIDITY

- a) The Commercial Terms and Conditions govern the publication of advertisements, flyer inserts and electronic forms of advertising (hereinafter jointly referred to as the "Advertising") in both periodical and non-periodical titles, as well as electronic forms of Advertising on websites or in applications (hereinafter jointly referred to as the "Titles") published or operated by Economia, a.s. (hereinafter referred to as the "Publisher").
- b) The Commercial Terms and Conditions also include the currently valid price lists of Advertising, published on the website of Economia, a.s., [www.economia.cz](http://www.economia.cz).
- c) The Publisher reserves the right to change the content of the Commercial Terms and Conditions. Any updated version of the Commercial Terms and Conditions shall always be published on [www.economia.cz](http://www.economia.cz). In the event of conflict in the wording of the Commercial Terms and Conditions, the Commercial Terms and Conditions published on [www.economia.cz](http://www.economia.cz) shall be considered valid and binding.

## 2. CONCLUSION OF AN ADVERTISING AGREEMENT

- a) Any Advertising shall be accepted based on a written order or an order with an electronic signature. An order sent by e-mail or fax is also considered a written order if it contains a scanned signature of a person authorized to act on behalf of the Client.
- b) The order must contain all essential elements, in particular the identification data of the Client, i.e., the business name, designation or name and surname of the Client, its registered office, place of business or residence, or a contact address for sending a confirmation of the order and invoices, company ID number or birth certificate number, TAX ID number, bank details, name of the responsible contact person, Client's stamp, legible name and signature of the Client, statutory body or authorised representative thereof, as well as an exact description of the ordered service. If the Client is a person arranging publication of Advertising for a third party, such an order must contain identification data of the third party as well as information whether the payment shall be made by the Client or the third party. If the order is made on account of a third party, the Client shall provide an appropriate authorisation from the third party.
- c) The Publisher shall issue, present or deliver confirmation of the order, containing the date of publication of the Advertising as well as the price calculation, as a proof of receipt of the order.
- d) Confirming the order shall mean that an Advertising Contract has been entered into between the Publisher and the Client.
- e) Confirmed orders of special forms of Advertising, such as embedded, stitched or inserted supplements or items, shall become binding for the Publisher upon delivery of sample products and approval thereof by an office responsible for accepting Advertising.

## 3. ADVERTISING MATERIALS

- a) The Client shall be responsible for the timely and flawless delivery of the advertising base materials to the advertising office of Economia, a.s. Timely delivery is understood in the dates given for each product in this price list, or on the website [www.economia.cz](http://www.economia.cz). If no deadline is provided for a specific product, the following shall apply:
  - **Daily format of the product**  
Orders: 3 business days before publishing  
Advertising base materials: 3 business days before publishing
  - **Magazine format of the product with weekly periodicity and non-periodic projects**  
Orders: 10 business days before publishing  
Advertising base materials: 10 business days before publishing
  - **Magazine format of the product with monthly periodicity**  
Orders: 20 business days before publishing  
Advertising base materials: 14 business days before publishing
- b) The Client shall also bear the responsibility for the content and lawfulness of the text and image patterns for Advertising. The Publisher is not obliged to review whether any third parties' rights are violated. Should any third party claim its rights regarding the publication of demonstrably untrue or illegal Advertising, the Client is obliged to assume all obligations resulting from such justified claims or is obliged to reimburse any and all damage incurred by the Publisher due to the aforementioned inadequate actions of the Client.
- c) The base materials for Advertising shall only be returned to the Client upon request. The Advertising Department shall keep them for three months after publishing unless agreed otherwise.
- d) Electronic media base materials shall be returned to the Client due to the smooth running

- e) of any claim proceedings on the 15th day after the Advertising publication at the earliest.
- e) Should the Client be in default with the delivery of complete and correct base materials, the Publisher is entitled to claim compensation from the Client for damage resulting therefrom or is entitled to withdraw from the Advertising Contract.

## 4. FRAMEWORK AGREEMENT

- a) Should the Client plan to publish an Advertising of a specific range or financial volume during a specific period, it can enter into the so-called Framework Agreement with the Publisher regarding the publication of the Advertising within a pre-agreed scope that entitles the Client to use an agreed discount immediately. The Framework Agreement may be concluded for up to 12 months and must be made in writing to be valid.
- b) The Framework Agreement must contain a fixed period of time during which the Advertising of a specific range or financial volume will be published, the resulting discounts, Title (Titles) in which the Advertising should be published, and/or other arrangements.
- c) Upon the Parties' agreement, the Framework Agreement may also include the Advertising made during the period of 12 months before the effectiveness of the Framework Agreement expires, provided that such Advertising has been paid for properly and timely. The prerequisite is that the price of the previous Advertising shall be less than 50% of the total volume of Advertising determined by the Framework Agreement. If, as a result of inclusion of the already implemented Advertising in the Framework Agreement under this paragraph, the Client becomes entitled to a discount from the price of this Advertising, such a discount shall be paid after the effectiveness of the Framework Agreement expires. It can only be paid earlier on condition that the Advertising volume planned by the Framework Agreement has already been exhausted.
- d) The Advertising under the Framework Agreement shall also be published based on individual orders.
- e) Discounts resulting from the Framework Agreement shall only be provided if the Advertising within the agreed scope is paid properly and timely within the set deadline in compliance with the current price list (or in another pre-agreement amount). Otherwise the entitlement to the agreed discount lapses.
- f) Both the volume and the discount agreed in the framework agreement may be increased, on a contractual basis, even repeatedly.
- g) If the Advertising within the agreed scope is not published during the determined time period for reasons not attributable to the Publisher, the Client undertakes to pay the Publisher the difference between the price for the agreed and the actual published scope of Advertising.

## 5. PUBLISHING CONDITIONS

- a) The Publisher reserves the right to separate the Advertising from the editorial content by a line, or a frame, and by lettering the Advertising with "ADVERTISING", "COMMERCIAL PRESENTATION" or in any similar way together with the assigned advertising number. However, as for the Advertising of the 1/1 page full-bleed format, the Publisher reserves the right to place this designation directly into the Advertising space. The Client acknowledges that such an adjustment cannot be considered a reason for complaints.
- b) As for periodicals, the Publisher shall publish the Advertising in all their editions in compliance with the order. Unless the Client confirms in its order that it requires the Advertising to be published in an electronic edition, the Advertising shall only be published in the printed edition, including any of its copies in PDF format. Unless the Client confirms in its order that it requires the Advertising to be published in a printed edition, the Advertising shall only be published in the electronic edition, except for any copy of the printed edition in PDF format.
- c) Unless the Client orders a specific type, size, placement or date of the Advertising, it is understood that it delegates such a choice to the Publisher and shall pay the Advertising price in the amount of the Advertising actually made. In such a case, the Publisher shall publish the Advertising at its own discretion, taking into account the actual options of the respective periodical.
- d) If the Client orders the Advertising in a size not corresponding to the standard size of the Title advertising, the Advertising shall be adjusted to the closest possible size within the technical options and shall be confirmed and calculated based on such adjustment.
- e) The publisher also reserves the right to grammatically modify the advertisement text according to valid Czech spelling rules.
- f) If the Client provides the Advertising not prepared graphically, the graphic design shall be made in a size corresponding to the original.
- g) A preview of the prepared Advertising shall only be provided to the Client for author's proof upon request. If the Client fails to comment on the final design within the set deadline, even though it has been demonstrably delivered to the Client, it shall be considered that the Client agrees with it. The standard method of sending the author's proof shall be by email in a PDF or DOC format file.

# Economia, a.s. Commercial Terms and Conditions

## 6. THE RIGHT TO REFUSE ADVERTISING

- a) The Publisher reserves the right to refuse to publish the Advertising due to inappropriate content, origin or form, and if it violates laws, decrees, good manners and practices or is in conflict with interests or could harm the Publisher's reputation. The Publisher is obliged to notify the Client of such a fact, however, it is not obliged to justify its refusal.
- b) Should the Client be in default in the payment of the Advertising price, the Publisher is entitled to suspend the receipt of the Client's other orders, i.e. conclusion of Advertising Contracts with the Client or publication of other Advertising ordered by the Client, until the Advertising price with which the Client is in default is fully paid.
- c) The Publisher is entitled to refuse to publish Advertising the graphic design of which copies editorial elements of the Title in which the Advertising is to be published. The same elements shall mean, for example, font, font cut and size, text wrapping and unambiguous graphical characters of the Title. The Advertising refusal by the Publisher for the above reasons does not release the Client from the obligation to pay the Advertising in full provided that all the base materials have been delivered upon the deadline for receipt of the base materials.

## 7. FAILURE TO FULFIL THE ORDER

- a) As for a force majeure event, the Publisher shall be relieved from liability for the fulfilment of its commitments and compensation for the damage incurred.
- b) If any agreed contract with a pre-agreed discount to be provided to the Client fails to be performed due to the Client's fault, the Client is obliged to pay the Publisher the difference between the agreed discount and the price corresponding to the actual performance after clearing the contract.
- c) The Publisher's obligation to keep the agreed and confirmed position of the Advertising shall only arise if an additional charge for a specific position applies. If the Publisher fails to meet such obligation, the additional charge for the specific position shall not be applied, however, the Client is not entitled to lodge a complaint.

## 8. ADVERTISING PRICE AND PAYMENT TERMS

- a) The Client is obliged to pay the Advertising price based on a tax document – invoice issued by the Publisher.
- b) The Advertising prices in the individual Titles, the method of their calculation and quantity discounts are determined in detail in the Publisher's currently valid price lists.
- c) Advertising prices in the price list are provided without VAT.
- d) The Publisher reserves the right to set contract prices.
- e) As for lump-sum orders, the Publisher shall usually charge the Advertising implemented within 5 calendar days after its publishing. As for continuously provided Advertising, for the purposes of value added tax, the Advertising relating to individual billing periods, from which a tax document is issued by the Publisher, shall be considered implemented as of the last day of this period. The Publisher shall also send to the Client upon its request together with the invoice a checking copy of the Title in an electronic form. The invoice shall be due within 14 calendar days from its issue unless agreed otherwise. The invoice maturity for the Client with a registered office outside the Czech Republic shall be 30 calendar days.
- f) If the Client does not specify the size of the Advertising and leaves the design up to the Publisher, the base materials for the Advertising price calculation shall be the format published.
- g) The Publisher is entitled to require from the Client a deposit or an advance payment for the Advertising under a pro-forma invoice.
- h) If the Publisher's claims are not paid by the Client within the due date, the Publisher shall proceed in accordance with Article 8 (k) of these Conditions and the Civil Code provisions.
- i) Where the obligation to pay the Advertising price is fulfilled via a bank, such an obligation shall be considered fulfilled upon crediting the amount corresponding to the Advertising price to the Publisher's account.
- j) In case the Client is in default with payment of the Advertising price, the Parties have agreed upon contractual interest on late payment in the amount of 0.1% (in words: one-tenth of a per cent) of the outstanding amount for each day of delay.
- k) The Client agrees to the pro-forma invoices and the invoices to be issued and sent in PDF format to the email address determined by the Client for this purpose and declares that such an email address is actively used. In this regard, the Client further declares that it has appropriate means to receive, verify and open electronic pro-forma invoices and invoices sent in PDF format.
- l) As for the Publisher's claims that are overdue for more than 30 days, the Publisher is entitled to pass them to external companies for enforcement. In such a case the Publisher is obliged

- to pay not only the interest on late payment specified in Paragraph 8 (j) hereof but also any other costs associated with the external enforcement of the outstanding claims, including the costs of telephone, written and fax reminders.
- m) The Client is entitled neither to offset its claims unilaterally against the Publisher's claims nor to pledge or otherwise encumber them with any third party's right.

## 9. WITHDRAWAL FROM THE CONTRACT ON ADVERTISING, CANCELLATION FEES

- a) The Client is entitled to withdraw from the Advertising Contract.
- b) Such a withdrawal from the Advertising Contract must be made in the form of a written notice of withdrawal, which must be delivered to the Publisher in the manner determined for placing an order. The withdrawal from the contract shall only be valid upon the Publisher's written confirmation of receipt.
- c) In case of the Client's withdrawal from the advertising contract upon receipt of the order by the Publisher, the Publisher is entitled to apply cancellation fees.
- d) In the event of the Client's withdrawal from the Advertising Contract, the Publisher is entitled to claim the refund of the quantity discounts from prices for recurring Advertising or the quantity discounts for the ordered volume of Advertising to which the Client would not be entitled by this withdrawal from the Advertising Contract. The Publisher is also entitled to require the Client pay the costs incurred in connection with the Client's withdrawal from the Advertising Contract.

### e) Cancellation fees:

#### Hospodářské noviny

- 10 to 5 business days prior to publishing – 50% of the Advertising price
  - 4 and less business days prior to publishing – 100% of the Advertising price
- Advertising can only be cancelled in less than 5 business days prior to publishing considering the actual conditions and the Publisher's possibilities. In such a case, the Client shall be charged the full Advertising price as if the Advertising has been published. The full Advertising price shall also be invoiced if the ordered Advertising is eliminated from the press or is not published due to the Client's failure to provide flawless advertising base materials within the deadline under the valid price list for Advertising, or within an alternative date determined in writing by an employee from an office responsible for accepting Advertising.

#### Ekonom, PročNe

- 15 to 11 calendar days prior to publishing – 50% of the Advertising price
  - 10 and less calendar days prior to publishing – 100% of the Advertising price
- Advertising can only be cancelled in less than 11 calendar days prior to publishing considering the actual conditions and the Publisher's possibilities. In such a case, the Client shall be charged the full Advertising price as if the Advertising has been published. The full Advertising price shall also be invoiced if the ordered Advertising is eliminated from the press due to the Client's failure to provide flawless advertising base materials within the deadline under the valid price list for Advertising, or within an alternative date determined in writing by an employee from an office responsible for accepting Advertising. The decisive factor for assessing the date of the cancellation receipt shall be in all cases the day of delivery of the cancellation to the department of Economia, a.s. responsible for accepting Advertising, and the time limited by the working hours in the respective department, i.e. from 8 am to 5 pm during business days. This provision shall also apply to cancellation sent by fax or email. As for orders of advertising position on the 4th sheet (last page) of the PročNe magazine, the cancellation fee for 100 and fewer calendar days shall amount to the full Advertising price.

#### Commercial and special thematic inserts and all professional magazines

- 30 to 25 calendar days prior to publishing – 50% of the Advertising price

- 24 and less calendar days prior to publishing – 100% of the Advertising price

#### Online Advertising (iHNed.cz, aktuálně.cz, centrum.cz, zena.cz and other content sites operated by the Publisher)

Unless the Publisher provides for otherwise in the confirmation of the order, the following cancellation terms shall apply to the order cancellation:

- Where the order is cancelled within 20 business days from the required campaign start – 50% of the price stated in the order.
- Where the order is cancelled within 15 business days from the required campaign start – 70% of the price stated in the order;
- Where the order is cancelled within 10 business days from the required campaign start – 80% of the price stated in the order;
- Where the order is cancelled in less than 10 days from the required campaign start or later – 100% of the price stated in the order;
- For long-term campaigns (at least within 3 and more months), the difference between the price from the price list and the discount provided shall be charged.

# Economia, a.s. Commercial Terms and Conditions

The Publisher is entitled to provide in the confirmation of an order cancellation terms that vary from the terms stipulated in the previous provision of these Business Conditions.

## 10. WARRANTY CLAIMS

- a) Advertising can be claimed in writing within 14 days of its publication.
- b) In the case of partial or completely illegible, incorrect or incomplete advertising, the Client is entitled to a substitute publication or discount. The method of substitution is at the discretion of the Publisher. In the event that the Publisher provides a discount, it shall always be to the extent to which the Advertising purpose has been limited.
- c) The Client is not entitled to claim a different colour of its Advertising unless it has provided a colour check copy of the printed Advertising on a hardproof media together with the base materials for the publication of the Advertising.
- d) Also, the fact that the Client does not receive any response for its Advertising properly published is not a reason for a claim.
- e) When entering a repeat advertisement with the same motif, the Client is obliged to check the correctness and completeness after each publication. The Publisher shall not accept a claim if the same deficiency has occurred in the recurring Advertising without the Publisher being notified of it immediately after the previous publication.

## 11. FINAL PROVISIONS

- a) Advertising articles shall only be published by the Publisher in compliance with applicable law regulating advertisements and the Code for Advertising.
- b) The Publisher guarantees for all its printed Titles the standard quality of the Advertising print limited by the quality of the provided advertising base materials, print input materials and printing standards.
- c) The Publisher shall only be responsible for damage caused by violation of its legal obligations, or obligations arising from these Commercial Terms and Conditions or other arrangements relating to these Commercial Terms and Conditions. The Publisher and the Client have agreed that the total foreseeable damage so incurred may only be up to CZK 50,000.
- d) It is only possible to deviate from the above provided Commercial Terms and Conditions upon a written agreement.

These Commercial Terms and Conditions shall become effective as of 13 4/ 2020/ The previous version of these Terms and Conditions is available under this link:  
[https://www.economia.cz/wp-content/uploads/2020/04/OP\\_Economia\\_platnost-do-12.4.2020.pdf](https://www.economia.cz/wp-content/uploads/2020/04/OP_Economia_platnost-do-12.4.2020.pdf)

**Amendment No. 1 to the Economia, a.s. Commercial Terms and Conditions (hereinafter referred to as the "Amendment" and "Commercial Terms and Conditions")**

## I. INTRODUCTORY PROVISIONS

- a) This Amendment regulates or supplements the Commercial Terms and Conditions for the purpose of publication of the Internet Advertising on websites, tablets and other mobile devices (hereinafter referred to as the "Servers") operated by Economia, a.s. (hereinafter referred to as the "Operator").
- b) This Amendment includes the currently valid price lists for Internet Advertising, published on [www.economia.cz](http://www.economia.cz).

## II . MONITORING ADVERTISEMENTS

- a) Information regarding the traffic on the Server on which an advert is sold is audited by an independent NetMonitor audit.
- b) Upon a written request, the Operator shall enable the Client ordering the Internet Advertising free access to the online advertising system showing the statistics on the number of display, clicks and the effectiveness of its advertising campaigns based on the Advertising ordered.

## III. MATERIALS FOR THE PUBLICATION OF ADVERTISEMENTS

- a) The Client undertakes to send an order to the Publisher at least 5 working days before the required publishing of the advertisement, and to provide the Publisher with the materials for the advertisement of the standard advertising formats in electronic form in GIF, HTML5, JPG format, at least 3 working days prior to the required publishing of the advertisement, so that no further adjustment by the operator is necessary. Base materials for non-standard formats must be provided for testing at least 5 business days prior to the required publishing. If the base materials exceed the data size indicated in the technical specification stated in the price list of the Advertising, the Client shall be charged this data oversize up to the amount of 20% of the price for the advertising position.
- b) The Operator can notify the Client of the erroneous processing of the base materials provided and determine a reasonable time limit for correction.
- c) In the event of late delivery of the base materials or delivery of erroneous base materials, the Operator shall not bear responsibility for any damage caused to the Client or third parties hereby.

## IV. PAYMENT TERMS

- a) The day of taxable supply shall mean the last day of publication of the Advertising or the day of termination of the advertising campaign. If the Advertising (advertising campaign) is published for two and more calendar months, the Operator is entitled to invoice partially as follows: for each calendar month in which the campaign has been implemented, the actually implemented part of the Advertising shall be invoiced, in which case the day of taxable supply of such a part of the Advertising shall always mean the last day in the continuous calendar month in which the Advertising has been published, and the last day of publication of the Advertising in the final calendar month.
- b) The Operator is entitled to require the payment to be paid in advance. In such a case, the Operator is not obliged to start the campaign earlier than on the 1st business day after the respective amount has been credited to its account.
- c) Should the Client be in default in the payment of the price of the Advertising (advertising campaign), the Operator is entitled to suspend the campaign, and such a campaign shall be considered terminated for reasons attributable to the Client. In such a case, the Client is entitled to claim the payment of a contractual penalty equal to the value of the Advertising campaign not implemented for reasons attributable to the Client, however, properly ordered. The Client undertakes to pay the contractual penalty within 7 days from the Operator's request. After the invoice or the pro-forma invoice are properly paid, the campaign can continue if it is still possible given the occupancy of the Operator's advertising space. In such a case, the entitlement to a contractual penalty shall not apply.

## V. COMPLAINTS

- a) If the Operator fails to meet the number of impressions guaranteed by the order, the Client is entitled to require a discount or compensation. The entitlement to a discount or compensation must be exercised by the Client in writing within 3 business days from the end of the campaign at the latest.
- b) The decisive factor for determining the entitlement to a discount or compensation shall be the records of the Operator's online advertising system.
- c) If the Client exercises its justified entitlement to compensation from the Operator, the Operator shall pay it in the amount of the unused number of impressions.
- d) Unless the Parties have agreed otherwise, the compensation shall be made without undue delay after receipt and approval of the written entitlement, until the volume determined in paragraph V (c) of this Amendment is fulfilled.
- e) If the Client exercises its justified entitlement to a discount from the campaign price from the Operator, such a discount shall be determined based on the ratio of the actually implemented and ordered number of impressions. The sum equal to this discount shall be paid by the Operator to the Client in the form of a credit note.

## VI. FINAL PROVISIONS

- a) It is only possible to deviate from the provisions hereof upon a written agreement.
- b) Matters not regulated by an order or hereby shall be governed by the Commercial Terms and Conditions in the valid version published on [www.economia.cz](http://www.economia.cz).

## RECEIVING ADVERTISEMENTS

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