Terms and Conditions for the projection of digital advertisements on the windows of metro sets in Prague

Valid from 01.12.2024

1. Introduction

1.1. These Terms and Conditions of European Digital Industries a.s., ID No.: 075 52 793, with its registered office at Tržiště 366/13, Malá Strana, 118 00 Prague 1, registered in the Commercial Register kept by the Municipal Court in Prague under the Commercial Register No. B 23891 (hereinafter also referred to as "**EUDI**"), regulate the legal relations in connection with the projection of digital advertising on the windows of metro sets in Prague, which is provided by EUDI for the Customer (hereinafter also referred to as "**Terms and Conditions**").

1.2. These Terms and Conditions shall apply to all offers made by EUDI and the acceptance of offers by EUDI in connection with the projection of digital advertising on the windows of sets in Prague.

1.3. EUDI and the Customer enter into the Contract as a contract between entrepreneurs, each in connection with its own business.

1.4. In the event that EUDI and the Customer deviate from the provisions of these Terms and Conditions in the Contract, the deviating provision in the Contract that is contrary to the provisions of these Terms and Conditions shall apply.

1.5. The obligations of the Customer under these Terms and Conditions (in particular Articles 7.2 and 7.3) shall also be subject to the Advertising Code available on the website https://www.rpr.cz/dokumenty/, of which the Customer expressly declares to be aware.

1.6. The Customer's obligations under these Terms and Conditions (in particular Article 5.6) shall be subject to the technical requirements for the Advertising Spot and Advertising Materials (relevant format, quality, etc.) available on the website https://www.eudi.cz/technicky-popis, of which the Customer expressly declares to be aware.

1.7. The Customer expressly declares that it has read, understands and agrees to these Terms and Conditions.

2. Interpretation of Terms

Terms not defined directly in the Contract or in other articles of these Terms and Conditions shall have the following meanings in the Contract, the Terms and Conditions, its Annexes and other integral parts of the Contract:

2.1. **Day** means a calendar day;

2.2. **Digital Advertising Service** means an advertising service which consists of the projection of an Advertising Spot onto an Advertising Space from an Advertising Device;

2.3. **Supplier** means EUDI as the person operating the Advertising Device with the consent of the DPP;

2.4. **DPP** means Dopravní podnik hl. m. Prahy, akciová společnost, ID NO.: 000 05 886 (the Transport Company of the capital city Prague);

2.5. **Confidential Information** means any know-how, trade secret, commercial, financial, marketing or technical information that has been disclosed or communicated by one Party to the other Party in any way in connection with the Contract or its performance - in particular, technical information about the Advertising Device, technical information about the Advertising Spot, information about the Supplier's existing or potential customers, marketing information provided by the Supplier to the Customer prior to the conclusion of the Contract, a business indicator of the Digital Advertising Service or the Supplier or the Customer in general;

2.6. **Photographic Documentation** means one (1) photograph and one (1) video recording of the projection of the Advertising Spot onto the Advertising Space;

2.7. **GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

2.8. **Installation of an Advertising Spot** means uploading the Advertising Spot to the Advertising Device;

2.9. **The Advertising Code** means the Advertising Code issued by the Advertising Council and available at https://www.rpr.cz/dokumenty/;

2.10. **Metro** means a multi-car set of trains running in the Prague metro, which serves the purpose of mass transport of passengers to work, school, etc., and not for any other purpose (e.g. cleaning or repairing the track;

2.11. **Civil Code** means Act No. 89/2012 Coll., the Czech Civil Code, as amended;

2.12. **Remuneration** means remuneration for the Digital Advertising Service as defined in Article 3.7;

2.13. **Customer** means the person who has entered into the Contract with the Supplier, whether for its own promotion or for the promotion of another person;

2.14. **Advertising Council** means the association Rada pro reklamu, z.s., ID NO.: 604 56 035;

2.15. **Advertising Campaign** means the provision of Digital Advertising Services by the Supplier to the Customer;

2.16. **Advertising Material** means digital material which does not take the form of an Advertising Spot but which can be used by commonly available means and methods for the production of an Advertising Spot, in particular text, logos, graphics or descriptions of the form of an Advertising Spot;

2.17. **Advertising Space** means the windows of Metro sets passing the Advertising Device;

2.18. **Advertising Spot** means a digital video clip of short duration without sound with advertising, informational or promotional value;

2.19. **Advertising Device** means a set of LED display panels located on the inner walls of the interstation sections of the Prague Metro tube specified in the Contract;

2.20. **ROPID** means Regionální organizátor pražské integrované dopravy, příspěvkovou organizaci Hlavního města Prahy, ID NO.: 604 37 359;

2.21. **Contract** means (i) a contract concluded between the Supplier and the Customer regarding the provision of the Digital Advertising Service by the Supplier to the Customer or means also (ii) a partial contract (e.g. in the form of an accepted order) regarding the provision of the Digital Advertising Service by the Supplier to the Customer, as foreseen in the framework contract concluded between the Supplier and the Customer;

2.22. **Contract Documentation** means, collectively, the Contract, these Terms and Conditions, the Annexes to the Contract, the Annexes to these Terms and Conditions, any other parts of the Contract and the Terms and Conditions including the documents to which they refer (i.e. including the relevant websites and their contents) and any amendments to all of the foregoing;

2.23. **Party** means a party to the Contract, i.e. both the Customer and the Supplier;

2.24. **Technical Requirements** means the technical requirements for the Advertising Spot and Advertising Materials (relevant format, quality, etc.) set out on the website https://www.eudi.cz/technicky-popis;

2.25. **Force Majeure** means any extraordinary event beyond the Supplier's control which is unforeseeable and insurmountable, in particular any of the following: War; military operation; civil disturbance; strike; accident; malfunction; power failure; interruption or restriction of power supply; termination or restriction of service or other performance by DPP or ROPID; flooding of the Prague Metro with water; vandalism; theft or similar crime or misdemeanour; confiscation or expropriation of property; fire; flood; earthquake or other natural disaster or extreme weather; intervention of a public authority; public act prohibiting the operation of the Prague Metro; public act declared or adopted on the basis of (i) Crisis Act No. 240/2000 or (ii) the Constitutional Security Act No. 110/1998 or (iii) on any other basis in any crisis or emergency situation - but never a public law act that merely restricts the possibility of transporting passengers on the Metro; stopping the operation of the Metro..

The terms defined above in the singular have the same meaning in the plural. Where reference is made to Articles in these Terms and Conditions, it is always to the Articles of these Terms and Conditions. **If, pursuant to these Terms and Conditions, a legal agreement is to be made in writing, such form shall also be fulfilled by ordinary e-mail.**

3. Conclusion of the Contract, its contents and basic conditions

3.1. Based on the Customer's interest in the Digital Advertising Service from the Supplier, the Contract is concluded.

3.2. Each Contract can only be concluded on the basis of the Customer and the Supplier agreeing on its entire content and therefore it is not possible to accept an offer to conclude a Contract with an amendment or variation; such an amendment or variation, even if it does not materially change the terms of the offer, is always a new offer.

3.3. Under the Contract, the Supplier shall provide the Digital Advertising Service to the Customer and the Customer shall pay the Supplier the Remuneration, subject to the terms of the Contract Documents.

3.4. The Contract shall always contain at least (i) the identification of the Parties, (ii) the selection of the specific Advertising Facilities to be used for the provision of the Digital Advertising Service, (iii) the first and last day of the Advertising Campaign, (iv) the Remuneration, (v) the length and verbal description of the Advertising Spot, (vi) the frequency of projecting the Advertising Spot on the Advertising Space

3.5. The production of the Advertising Spot shall be arranged by the Customer, unless it is a case under Article 3.8.

3.6. The duration of the Advertising Campaign shall be from its first day to its last day and its duration shall be agreed as a fixed term (the only exception being the procedure under Articles 5.11 and 14.6); on a day-to-day basis it shall always be based on the actual operation of the Metro.

3.7. The Customer expressly acknowledges that it is aware that the Renumeration is agreed as a fee for the reservation of fixed advertising time for the projection of the Advertising Spot on the Advertising Space and for the possibility of such projection, and that the failure of the Customer to deliver the Advertising Spot or Advertising Materials properly or on time or the Supplier's legitimate interruption of the Advertising Campaign or its preparation pursuant to Clause 10 may result in, that the Client will not actually be able to use the reserved advertising time for the screening of the Advertising Spots, but shall nevertheless be obliged to pay the Supplier the full Remuneration, without giving rise to any right of defective performance, to substitute performance, to an extension of the agreed Advertising Campaign date or to compensation for damages..

3.8. The Customer and the Supplier may agree in the Contract that the Customer shall provide the Supplier only with the Advertising Materials and the Supplier shall use them to produce the Advertising Spot; in such case, the Customer undertakes to pay the Supplier the costs of production of the Advertising Spot in addition to the Remuneration.

3.9. The Supplier's provision of the Digital Advertising Service to the Customer does not involve any creative or artistic adaptation of the Advertising Spot and the Supplier is not obliged or entitled to any creative or artistic adaptation of the Advertising Spot. If the Client wishes the Supplier to provide creative or artistic adaptation of the Advertising Spot, such performance and the remuneration for it must be agreed directly in the Contract.

3.10. The Customer acknowledges that during the duration of the Advertising Campaign, Advertising Spots of other customers of the Supplier may be projected from the Advertising Device onto the Advertising Space and that the Supplier does not grant the Customer exclusivity to the Advertising Space and the Customer is not entitled to claim anything from the Supplier for such reason and is not entitled to compensation for damages; however, the Parties may agree on exclusivity directly in the Contract.

3.11. The Supplier shall be entitled to suspend its obligations under the Contract Documents if the Customer is in default of one or more obligations under the Contract Documents.

3.12. The Customer is obliged also to compensate for any non-pecuniary damage incurred by the Supplier in connection with the Customer's breach of its obligations under the Contract Documents.

4. Cancellation of the Advertising Campaign by the Customer

4.1. The Customer is entitled to cancel the Advertising Campaign by written notice delivered to the Supplier, in which case the Customer is obliged to pay the Supplier a cancellation fee in the amount and under the conditions set out below:

a) in the event of cancellation of the Advertising Campaign not later than on the ninety-first (91st) day before the first agreed day of the Advertising Campaign, the amount of the cancellation fee shall be **CZK 0,-**;

b) in the event of cancellation of the Advertising Campaign between the ninetieth (90th) and the sixty-first (61st) day before the first agreed day of the Advertising Campaign, the amount of the cancellation fee shall be **50% of the Remuneration**;

c) in the event of cancellation of the Advertising Campaign between the sixtieth (60th) and thirty-first (31st) day prior to the first agreed day of the Advertising Campaign, the cancellation fee shall be **75% of the Remuneration**;

d) in the event of cancellation of the Advertising Campaign between the thirtieth (30th) and the immediately preceding day before the first agreed day of the Advertising Campaign and in the event of cancellation of the Advertising Campaign during the Advertising Campaign period, the cancellation fee shall be **100% of the Remuneration**.

4.2. The Customer is not entitled to cancel the Advertising Campaign if the Remuneration is agreed in the Contract in a non-monetary form.

4.3. The Customer shall cease to be obliged to pay the Supplier the cancellation fee if the Customer procures another person to enter into a similar contract with the Supplier as the Digital Advertising

Service Contract on the same or more favourable terms for the Supplier, i.e. at least for the same remuneration and for the same term of the Digital Advertising Service, etc.

4.4. If the Contract provides for the production of an Advertising Spot by the Supplier from the supplied Advertising Materials in accordance with Article 3.8, in addition to the cancellation fee in Article 4.1, the Customer shall also pay the Supplier the costs of arranging the production of the Advertising Spot in the event that the Supplier has already commissioned a third party to produce the Advertising Spot.

4.5. Upon cancellation of the Advertising Campaign, the Supplier's obligation and authority to provide the Digital Advertising Service to the Customer shall cease; if this occurs during the Advertising Campaign Period, the Supplier shall without undue delay cease to project the Advertising Spot on the Advertising Space.

5. Delivery of the Advertising Spot and Advertising Materials

5.1. If the Customer supplies the Supplier with an Advertising Spot, then, in accordance with the procedure set out in this Article 5, the Customer shall only supply the Advertising Spot. If the Customer supplies the Supplier with Advertising Materials, then, in accordance with the procedure set out in this Article 5, the Customer shall only supply the Advertising Materials.

5.2. The Customer shall deliver the Advertising Spot and the Advertising Materials to the Supplier in a proper and timely manner.

5.3. The Customer shall deliver the Advertising Spot to the Supplier no later than two (2) full business days before the first agreed day of the Advertising Campaign, together with a preview of the Advertising Spot.

5.4. The Customer shall deliver the Advertising Materials to the Supplier no later than fourteen (14) full business days before the first agreed day of the Advertising Campaign.

5.5. If the Contract is concluded in such a way that no more than two (2) full business days remain from the date of its conclusion to the first agreed day of the Advertising Campaign and the Customer is obliged to deliver the Advertising Spot to the Supplier, the latest possible date for delivery of the Advertising Spot shall be adjusted by written agreement between the Customer and the Supplier; the same applies if the Customer is obliged to deliver only Advertising Materials to the Supplier and there are no more than fourteen (14) full working days from the date of conclusion of the Contract until the first agreed day of the Advertising Campaign.

5.6. The Customer shall deliver the Advertising Spot and the Advertising Materials to the Supplier in accordance with the Technical Requirements.

5.7. The Customer is obliged to deliver the Advertising Spot and the Advertising Materials to the Supplier at the email address soukup@eudi.cz, unless the Supplier informs the Customer in writing of a different method of delivery.

5.8. The Customer shall deliver the Advertising Spot and the Advertising Materials to the Supplier during the Supplier's operating hours, which are Monday to Thursday between 9:00 a.m. and 4:00 p.m. and on Fridays between 9:00 a.m. and 3:00 p.m.

5.9. The Supplier shall carry out the Installation of the Advertising Spot. The Supplier requires two (2) full business days to (i) install the Advertising Spot and fourteen (14) full business days to (ii) arrange for the production of the Advertising Spot from the Advertising Materials and install the Advertising Spot. In the event that the Customer fails to deliver the Advertising Spot or Advertising Materials in a proper and timely manner (for example, by delivering them only one (1) full business day prior to the first agreed upon day of the Advertising Campaign or by delivering them in violation of the Technical Requirements), the Supplier is unable to guarantee the projection of the Advertising Spot onto the Advertising Space for the entire agreed Advertising Campaign Period and is not in default in the provision of the Digital Advertising Service if the projection of the Advertising Spot onto the Advertising Space does not occur on the first agreed Advertising Campaign Day; In such a case, the Customer shall not be entitled to any right against the Supplier for defective performance, for substitute performance, for extension of the agreed Advertising Campaign date or for compensation for damages.

5.10. Within ten (10) days of the first day of the Advertising Campaign, the Supplier shall capture a Photo Documentation in relation to each Advertising Device agreed in the Contract and send it to the Customer's e-mail address; the capture and sending of the Photo Documentation is for information purposes only and serves solely as evidence of the provision of the Digital Advertising Service.

5.11. If the Supplier has not commenced the Digital Advertising Service on time on the first agreed day of the Advertising Campaign due to delays on the Supplier's part, the Supplier shall, at its option, either (i) provide the Customer with a discount on the Remuneration or (ii) increase the frequency of the Advertising Spot on the Advertising Space or (iii) extend the duration of the Advertising Campaign, in each case in a proportionate amount corresponding to the proportion of the period of time during which

the Advertising Campaign did not run in relation to the total agreed duration of the Advertising Campaign; the said obligation of the Supplier corresponds to the right of the Client to demand the said remedy from the Supplier, while maintaining the choice of the Supplier.

6. Payment and billing terms

6.1. The Remuneration and any other payments are exclusive of VAT, which will be added at the statutory rate.

6.2. Any payment by the Client is only paid when the corresponding amount is credited to the Supplier's account.

6.3. The Supplier shall be entitled to require the Client to pay an advance on the Remuneration up to 50% of the Remuneration and the Client shall pay the advance on the basis of an advance invoice issued by the Supplier within seven (7) days of receipt. If the Client fails to pay the advance payment in due and timely manner, the Supplier shall be entitled to withdraw from the Contract. If the Supplier has requested the Client to pay the advance payment, the Supplier's service shall be conditional upon payment of the advance payment and without payment of the advance payment the Supplier shall not be obliged to commence the agreed service in accordance with the Contract Documents and shall not be in default for this reason; if the Client fails to pay the advance payment, the Supplier shall not be entitled to claim anything from the Client.

6.4. The Supplier shall issue the relevant invoice to the Client for payment of the Remunerationtion always on the first agreed date of the Advertising Campaign, with the invoice due fourteen (14) days from the date of delivery, to the bank account of the Supplier indicated on the invoice; the Supplier shall reflect the advance payment of the Remuneration in the invoice.

6.5. The Supplier shall be entitled to issue all invoices in electronic form and to send them to the Customer in PDF format to the Customer's e-mail address, to which the Customer expressly agrees; this shall be without prejudice to the Supplier's entitlement to issue and send invoices to the Customer in paper form by postal carrier or other similar means.

6.6. The invoice must contain the statutory requirements of a tax document. The Customer shall be entitled to return the defective invoice to the Supplier within ten (10) days from the date of delivery of the invoice, indicating its defects and requesting a new invoice.

6.7. In the event that the Customer is in default in payment of any payment, the Customer shall pay the Supplier interest on late payment at the rate of 0.05% per day on the amount due.

6.8. The contractual penalty clause in the Contract Documentation shall not affect the right to compensation for damages in excess of the contractual penalty.

7. Requirements for the content of the Advertising Spot and Advertising Materials and the Customer's authorisation

7.1. The Customer is solely responsible for the content of the Advertising Spot and the Advertising Materials; the Supplier is not responsible for the truthfulness of the data contained in the Advertising Spot or the Advertising Materials.

7.2. The Customer is obliged to deliver to the Supplier only such Advertising Spot, (i) which is in compliance with all generally binding legal regulations of the Czech Republic, in particular in compliance with the requirements imposed on advertising under Act No. 40/1995 Coll., (ii) which complies with the requirements imposed on advertising by the Advertising Code, (iii) to which the Customer has all the rights (permission to use a copyright work, trademark, industrial design, permission to use a likeness, etc.) to enable the Advertising Spot to be commercially communicated to the public from the agreed Advertising Devices to the Advertising Spaces for the entire agreed Advertising Campaign Period and for three (3) immediately following months after the last agreed Advertising Campaign Day *(note: for the purposes of any extension pursuant to Articles 5.11 and 14.6),* (iv) the content of which does not unreasonably interfere with the rights of any person, including the Supplier, (v) which does not have political content, motive or subtext, nor does it promote any politically exposed person or political entity, (vi) which does not conflict with the business interests of the Supplier, (vii) which does not conflict with the legitimate interests of the DPP and ROPID, (viii) which does not contain misleading advertising which would deliberately mislead its user, for example by promising unrealistic prizes, profits, etc. , and (viii) which is not otherwise inappropriate in content for communication to the general public, from children to the elderly, for example by encouraging violence, promoting erotic services, etc.

7.3. The Customer is obliged to deliver to the Supplier only such Advertising Materials, (i) which are in compliance with all generally binding legal regulations of the Czech Republic, in particular in compliance with the requirements imposed on advertising under Act No. 40/1995 Coll., (ii) which complie with the requirements imposed on advertising by the Advertising Code, (iii) to which the Customer has all the rights (permission to use a copyright work, trademark, industrial design,

permission to use a likeness, etc.) to be used in any way to produce an Advertising spot that will be commercially communicated to the public from the agreed Advertising Devices on the Advertising Spaces for the entire agreed Advertising Campaign Period and for three (3) immediately following months after the last agreed Advertising Campaign Day *(note: for the purposes of any extension under Articles 5.11 and 14.6),* (iv) the content of which does not unreasonably interfere with the rights of any person, including the Supplier, (v) which do not have political content, motive or subtext, nor do they promote any politically exposed person or political entity, (vi) which do not conflict with the business interests of the Supplier, (vii) which do not conflict with the legitimate interests of the DPP and ROPID, (viii) which do not contain misleading advertising which would deliberately mislead its user, for example by promising unrealistic prizes, profits, etc., and (viii) which are not otherwise inappropriate in content for communication to the general public, from children to the elderly, for example by encouraging violence, promoting erotic services, etc.

7.4. The Customer hereby expressly declares that on the date of delivery of the Advertising Spot to the Supplier (i) it will have all necessary rights to the Advertising Spot for the fulfilment of the Contract Documentation by both Parties and (ii) it will settle all rights and claims of third parties to the Advertising Spot for its use under the Contract Documentation by both Parties. On the date of delivery of the Advertising Spot by the Customer to the Supplier, the Customer shall make the declaration in the preceding sentence again to the effect that (i) it has all necessary rights to the Advertising Spot for the fulfilment of the Contract Documentation by both Parties and (ii) it has settled all third party rights and claims to the Advertising Spot for its use under the Contract Documentation by both Parties.

7.5. The Customer hereby expressly declares that on the date of delivery of the Advertising Materials to the Supplier (i) it will have all necessary rights to the Advertising Materials for the fulfilment of the Contract Documentation by both Parties and (ii) it will settle all rights and claims of third parties to the Advertising Materials for its use under the Contract Documentation by both Parties. On the date of delivery of the Advertising Materials by the Customer to the Supplier, the Customer shall make the declaration in the preceding sentence again to the effect that (i) it has all necessary rights to the Advertising Materials for the fulfilment of the Contract Documentation by both Parties and (ii) it has settled all third party rights and claims to the Advertising Materials for its use under the Contract Documentation by both Parties.

7.6. Unless the procedure of the Parties has been agreed pursuant to Article 3.8, the Customer hereby expressly declares that it is entitled to grant the Supplier the authorisation in Article 8.2.

7.7. The Customer shall be liable for any loss suffered by the Supplier by reason of the Supplier's failure to perform any obligation and the falsity of any statement in this Article 7.

8. Grant of a non-exclusive licence

8.1. For the purposes of the Advertising Campaign, the Supplier is not the user of the Advertising Spot, but only the operator of the Advertising Device.

8.2. The Customer grants the Supplier a non-exclusive, royalty-free licence to use the Advertising Spot in any form and in unlimited quantities to promote the Supplier (i) in business presentations in the Czech Republic, (ii) on the Supplier's channels on the worldwide social networking sites Facebook, Instagram, X (formerly Twitter), TikTok, LinkedIn, (iii) on the Supplier's channel on the globally available internet server YouTube, and (iv) on the Supplier's globally available website, all for a period of five (5) years from the first day of the Advertising Campaign.

8.3. In the event that it is agreed in the Contract pursuant to Article 3.8 that the Customer shall provide the Supplier with only the Advertising Materials and the Supplier shall arrange for the production of the Advertising Spot, the Customer shall be entitled to use such Advertising Spot that is created from the Advertising Materials only for the purposes of the Advertising Campaign for a period of one (1) year from the production of the Advertising Spot; any other use shall only be possible with the consent of all rights holders under a separate license agreement.

8.4. The Customer grants the Supplier explicit consent for the Supplier to refer to the Customer (name and surname, if a natural person, and name, if a legal person, including logos and trade names used by the Customer) as its customer for the purposes of promoting the Supplier, whether on websites, social media, promotional materials or business presentations or other similar occasions.

9. Indemnification of the Supplier

9.1. The Customer agrees to fully indemnify the Supplier in monetary terms against all liabilities (including payment obligations), damages, penalties, charges, costs, expenses (including all expenses reasonably incurred in ascertaining the circumstances of each event and legal representation) incurred by or imposed on the Supplier, (i) in connection with any claim brought by a third party against the Supplier in respect of the Supplier's conduct under the Contract Documents in relation to the Advertising Spots or Advertising Materials or (ii) in connection with any proceedings brought by a public authority against the Supplier in respect of the Supplier's conduct under the Contract Documents in relation to the Advertising Spots or Advertising Materials.

9.2. The Supplier shall inform the Customer without undue delay of (i) any claim brought against the Supplier by a third party in relation to the Advertising Spot or Advertising Materials and (ii) any proceedings brought by a public authority in relation to the Advertising Spot or Advertising Materials of which the Supplier has become aware.

10. The Supplier's right to suspend the Advertising Campaign and its preparation

10.1. The Supplier is entitled to suspend the Advertising Campaign (i.e. suspend the projection of the Advertising Spot on the Advertising Space from the Advertising Devices) or its preparation in each of the following cases listed below under a) to f):

a) there is at least a reasonable suspicion on the part of the Supplier that the Customer has breached even a single obligation set out in Articles 7.2 and 7.3;

b) there is at least a reasonable suspicion on the part of the Supplier that even a single statement by the Customer in Articles 7.4 and 7.5 is false;

c) a third party has brought a claim against the Supplier relating to the Advertising Spot or the Advertising Materials, which is not manifestly vexatious;

d) proceedings have been initiated by a public authority in relation to the Advertising Spot or Advertising Materials which could lead to the imposition of a sanction on the Supplier;

e) a public authority has issued a decision which, even temporarily, prohibits the publication or communication to the public of the Advertising Spot or Advertising Materials, even if such decision is not yet binding;

f) the Advertising Council has issued a decision that the Advertising Spot is in breach of the Advertising Code..

10.2. If the Supplier suspends the Advertising Campaign or its preparation, the Supplier shall provide the Customer by e-mail with a period of forty-eight (48) hours for the Customer to modify the Advertising Spots or Advertising Materials in such a way as to remove the defective part; said period shall expire in vain if, within its duration, the Customer fails to deliver to the Supplier a modified, no longer defective Advertising Spots or Advertising Materials in accordance with the procedure set out in Article 5.7; the Supplier's operating hours under Article 5.8 shall not apply in this case.

10.3. If the Supplier suspends the Advertising Campaign or its preparation, the Supplier shall not be in default in the provision of the Digital Advertising Service to the Customer, nor shall the Supplier be in default in the fulfilment of any other obligation under the Contract Documentation, nor shall the duration of the Advertising Campaign be extended.

10.4. Without undue delay after the delivery of the modified, non-objectionable Advertising Spot or Advertising Materials, the Supplier is obliged to continue the Advertising Campaign or its preparation, about which the Supplier will inform the Customer by e-mail; this does not apply if the agreed date of the Advertising Campaign has already expired.

10.5. Even if the Advertising Campaign or its preparation is suspended by the Supplier, the Supplier shall be entitled to the full and unreduced Remuneration and the Customer shall not be entitled to claim anything from the Supplier due to the suspension of the Advertising Campaign or its preparation, and the Customer shall not be entitled to compensation for damages for such reason.

11. Confidentiality

11.1. Each Party shall not disclose Confidential Information, provide Confidential Information to a third party or otherwise make Confidential Information available to a third party for a period of ten (10) years from the date of the Contract.

11.2. A breach of the obligation agreed in Article 11.1 shall not be:

a) the disclosure, provision or making accessible of Confidential Information by the same Party to whom such Confidential Information pertains;

b) the disclosure, provision or making accessible of Confidential Information with the prior written consent of the Party to whom such Confidential Information pertains;

c) the disclosure or provision of Confidential Information to persons who are legally bound by confidentiality obligations (e.g. attorneys, tax advisors, etc.);

d) the disclosure, provision or making accessible of Confidential Information for the purpose of fulfilling rights and obligations under the Contract Documentation;

e) the disclosure, provision or making accessible of (i) the Advertising Spot or Advertising Materials and parts thereof, as well as (ii) the identity of the operator of the Advertising Device (Supplier) and the advertiser of the Advertising Campaign (Customer);

f) the disclosure or making accessible of Confidential Information that has become publicly available or has been disclosed other than through a breach of the obligation agreed in Section 11.1;

g) the disclosure, provision or making accessible of Confidential Information that has been provided or made available to the Party by a third party without such third party being bound by a confidentiality obligation to the Party to whom such Confidential Information pertains;

h) the disclosure or making accessible of Confidential Information, to the extent necessary, to government authorities or persons who have a legal right to such information; nor

i) the disclosure, provision or making accessible of Confidential Information to the extent necessary in the event of a dispute relating to the Advertisement Spot, the Advertising Materials or the Contract.

11.3. Each Party undertakes to ensure the protection of Confidential Information, including by providing adequate technical and organizational means to protect it.

11.4. If a Party breaches the obligation agreed in Article 11.1, it shall be obliged to pay to the other Party a contractual penalty of CZK 100,000 (in words: one hundred thousand Czech crowns) for each individual breach.

12. Withdrawal from the Contract

12.1. If the Customer materially breaches the Contract Documentation (e.g. fails to pay the Remuneration properly or on time, fails to deliver the Advertising Spot or Advertising Materials on time, fails to deliver the Advertising Spot or Advertising Materials in violation of the Technical Requirements, fails to deliver a non-defective Advertising Spot or Advertising Materials within the time limit pursuant to Article 10.2), the Supplier shall be entitled to withdraw from the Contract after giving the Customer an additional period of five (5) working days in writing to remedy the defective condition and this period expires in vain..

12.2. If the Supplier materially breaches the Contract Documentation, the Customer shall be entitled to withdraw from the Contract after giving the Supplier an additional period of five (5) working days in writing to remedy the defective condition and such period shall expire in vain; it shall not be a material breach of the Contract Documentation to fail to provide the Digital Advertising Service to the Customer properly or in a timely manner, in which case the Customer shall have rights under Article 13 and rights under Article 5.11.

12.3. Both the Customer and the Supplier are entitled to withdraw from the Contract only for the reasons agreed in the Contract Documentation.

13. Rights from defective performance, Supplier's obligation to compensate for damages

13.1. The Customer shall be able to inspect the provision of the Digital Advertising Service by the Supplier immediately after the commencement of the Advertising Campaign, as the Advertising Spaces are located in the Metro, which is freely accessible to any passenger of the Metro; the Customer shall not be entitled to reimbursement of the costs related to entering the Metro for the purpose of inspection or checking the provision of the Digital Advertising Service.

13.2. If the Customer discovers that the Digital Advertising Service has a defect, the Customer shall notify the Supplier in writing stating the specification of the defect, the location of the Advertising Device (i.e. specifying the specific interstation section of the Prague Metro), and, if applicable, attaching photographic documentation showing the defect. The Customer shall notify the Supplier of the defect in the Digital Advertising Service without delay, no later than within forty-eight (48) hours of the defective projection of the Advertising Spot onto the Advertising Space from the Advertising Device, otherwise it shall have no rights under the defective performance.

13.3. As the proper projection of the Advertising Spot onto the Advertising Space requires ideal operating conditions of the Metro, the Supplier's proper performance shall be the provision of the Digital Advertising Service to the Customer in a volume of at least ninety percent (90%) of the agreed frequency of projection of the Advertising Spot onto the Advertising Space. If the Digital Advertising Service is provided to the Customer in a lower volume than according to the preceding sentence, the Customer shall only ever be entitled to a reasonable reduction of the Remuneration.

13.4. If the defect was caused solely by the Supplier's fault and is remediable, the Supplier shall remedy the defect within forty-eight (48) hours of notification by the Customer pursuant to clause 13.2 or its discovery by the Supplier.

13.5. The Supplier shall remedy the defect by repairing the Advertising Device or by any other means that ensures the proper projection of the Advertising Spot onto the Advertising Space. Only if the defect cannot be removed (e.g. (i) the defect is not remediable, (ii) after two repairs an identical defect appears a third time, or (iii) the repair is not successful within a reasonable time) and the Supplier is unable to properly provide the Digital Advertising Service to the Customer for that reason, the Customer shall be entitled to a reasonable reduction in the Remunerationtion, in which case, unless the defect is only a minor defect, the Customer shall, at its option, have the right to either withdraw from the Contract or to a reasonable reduction in the Remuneration.

13.6. If the defect in the Digital Advertising Service consists in a defect in the Advertising Device which the Supplier is unable to remedy in accordance with Article 13.5, e.g. due to the destruction, damage or removal of the Advertising Device or due to the Supplier's obligation to remove the Advertising Device, the Supplier shall be entitled to propose in writing to the Customer the placement of the Advertising Spot on another advertising space of similar advertising value for the period of time from which the Customer has notified the defect in accordance with Article 13. 2 up to the end of the agreed duration of the Advertising Campaign, in which case the Customer shall be obliged to comment on the proposal in writing within three (3) business days of its receipt; if the Customer does not reject the proposal within that period, it shall be deemed to have agreed to it. In the event that the Customer agrees to the proposal pursuant to the first sentence of this Article 13.6, the remaining part of the Supplier's obligation to provide the Digital Advertising Service to the Customer shall be replaced and the Customer shall not have any rights on account of such defective performance or any right to compensation for damages.

13.7. The Supplier's defective performance shall be deemed not to be a defective performance in the event of the application of Article 14.

13.8. The Supplier shall only be liable for damages arising from the Supplier's wilful misconduct or gross negligence in breach of the Supplier's obligations under the Contract Documentation. The Supplier's obligation to indemnify is limited to the amount of the Remuneration.

14. Force Majeure

14.1. In the event that due to Force Majeure, the Supplier is unable - even temporarily - to perform its obligation consisting in the Advertising Campaign (i.e. in the provision of the Digital Advertising Service to the Customer) or the execution of the Advertising Spot Installation, the Supplier's fulfillment of such obligation shall be suspended and the Supplier shall not be in default for the duration of the Force Majeure.

14.2. Suspension of the Supplier's obligation to perform due to Force Majeure shall be notified by the Supplier to the Customer by e-mail without undue delay, providing the Customer with available evidence of the Force Majeure and informing the Customer of the duration of the Force Majeure; following notification to the Customer, the Parties shall mutually negotiate how to most minimise the effects of the Force Majeure on the Parties' legal relations.

14.3. If the suspension of the Supplier's obligation to perform due to Force Majeure lasts for at least five (5) days, either Party shall be entitled to withdraw from the Contract.

14.4. The Customer shall not be entitled to compensation for damages due to the suspension of the Supplier's obligation to perform due to Force Majeure.

14.5. The Supplier shall notify the Customer by e-mail of the removal of the Force Majeure obstacle.

14.6. The duration of the Advertising Campaign shall be extended by the total number of days for which the Supplier's obligation to perform due to Force Majeure was suspended during the agreed Advertising Campaign period.

14.7. In the event of suspension of the Supplier's obligation to perform due to Force Majeure, the Supplier shall be entitled to propose in writing to the Customer the placement of the Advertising Spot on another advertising space of similar advertising value, and if the Supplier does so, the procedure under Article 13.6 shall apply accordingly.

15. Final Provisions

15.1. The Contract and legal relations arising out of or in connection with it shall be governed by Czech law.

15.2. The general court of the Supplier shall have jurisdiction over all claims arising out of or relating to legal relations under the Contract, unless the law provides for exclusive jurisdiction.

15.3. If in connection with the fulfilment of the Contract a processing relationship is to arise between the Parties between the controller and the processor or between the processor and another processor, the Parties shall be obliged to conclude a contract on the processing of personal data pursuant to Article 28 GDPR.

15.4. The Supplier shall be entitled to amend these Terms and Conditions, including any of their annexes and components and the documents to which they refer (Technical Requirements, etc.), in which case it shall apply that:

a) the Supplier shall notify the Customer of the amendment at least thirty (30) days prior to the effective date of the amendment, by e-mail or at another address of the Customer specified in the Contract;

b) if the Customer does not agree with the amendment, it shall be entitled to terminate the Contract in writing by the effective date of the notified amendment;

c) the Supplier shall be entitled to make the amendment to the extent reasonable, in particular with regard to the Delivery of the Advertising Spot and Advertising Materials to the Supplier (Article 5), the Payment and Billing Terms (Article 6), the Technical Requirements (https://www.eudi.cz/technicky-popis), the Requirements for the Content of the Advertising Spot and Advertising Materials and the Customer's Authorisations (Article 7);

a mere amendment announced on the Supplier's website without notification by the Supplier to the Customer in accordance with the procedure set out in Article 15.4 a) shall not have the effect of an amendment under this Article 15.4 and shall not entitle the Customer to terminate the Contract, and the same shall apply to such an amendment which will preclude the application to the Contract.

15.5. The Parties shall be entitled to make any amendments to the Contract only in writing, whereby the Parties shall also consider an amendment agreed via e-mail communication to be a written amendment.

15.6. The Customer assumes the risk of change of circumstances with respect to the subject matter of the Contract within the meaning of Section 1765 (2) of the Civil Code..

15.7. If any provision of the Contract Documentation (or part thereof) is found by a court of competent jurisdiction to be void, voidable or unenforceable, such provision (or part thereof) shall be deemed to have been deleted from the Contract Documentation and the other provisions of the Contract Documentation shall remain (are severable). In such a case, the Parties shall promptly enter into such amendments to the relevant Contract Documentation as will achieve a result equivalent to, and if that is not possible, as close as possible to, that which was intended to be achieved by the apparent invalid or unenforceable provision.

15.8. Failure to exercise any right or delay in exercising any right under the Contract Documentation shall not be construed as a waiver of such right. Nor shall the single or partial exercise of any right under the Contract Documents be construed to prevent any further exercise of that right.

15.9. A trade usage generally observed or customary in the relevant industry shall not take precedence over provisions of law that are not of mandatory effect; non-mandatory statutory provisions shall take precedence over trade usages..

15.10. The Supplier is entitled to assign the rights and obligations under the Contract (as a whole or in parts) to a third party. The Supplier shall inform the Customer of such assignment of rights and obligations. The Customer agrees to such assignment in advance.

15.11. The following provisions of the Civil Code shall not apply to the legal relations related to the Contract: § 1799, § 1800, § 1980.

These Terms and Conditions shall take effect on 01 December 2024.