

# **General Terms and Conditions for Publishing Ads in the Magazine Konopkar**

**(valid from the 20th of November 2014)**

## **I. Subject**

- 1.1** Subject to the General Terms and Conditions for Publishing Ads in the Magazine Konopkar (hereinafter referred to as "terms and conditions") are the relationships between the publisher of the ads BLUETACTIC, s. r. o., company ID number: 47 789 891, with its seat at Jašíkova 2, 821 03, Bratislava, Slovak Republic (hereinafter referred to as the "publisher") and the client ordering the ads (hereinafter referred to as the "client"), which arise while publishing banners, PR articles and other types of ads used on the internet website of the magazine Konopkar - konopkar.sk (hereinafter referred to as "ads").
- 1.2** Terms and conditions generally apply to any legal or individual person, who in his own name and his own account orders the publication of ads (hereinafter referred to as "client") within the meaning of Article 1.1.
- 1.3** Adjustment of relations between the publisher and the client from the terms and conditions is possible only by a contract about the publication of ads concluded between the publisher and the client.

## **II. General Provisions**

- 2.1** Publication of an ad takes place on the basis of an order, which must contain the following elements:
  - a) the client's information: company name, company address, company identification number, VAT identification number, bank account number (IBAN), bank name, BIC / SWIFT, telephone, e-mail, contact person responsible for advertising on the side of the client,
  - b) method of payment,
  - c) the type of the ordered ad,
  - d) accurate and complete text of the ad or alternatively finished graphic material,
  - e) the desired number of ad impressions / the desired number of weeks of publishing the ad
  - f) the desired date of publishing the ad,
  - g) web site link, which will be linked to the ad and any other special requirements (which are technically possible).

- 2.2** The publisher accepts orders in person at its seat, by post, using the electronic form at konopkar.sk or by e-mail. Orders placed by the electronic form or e-mail must be confirmed by the client by an e-mail within 3 working days of the delivery, otherwise the publisher is not bound by the order. By placing an order the client accepts the terms and conditions. In case the order does not contain any of the information specified in Article 2.1. or it is incomprehensible, incomplete or vague, the publisher will ask the client in writing to complete or to change the order. If the client doesn't respond within 3 working days from the date of the publisher's appeal with a written complement or modification of the data in the order in accordance with the contents of the complement, the publisher is not obliged to publish the ad.
- 2.3** The client must give a written notice of any changes in the order in writing to the publisher no later than 3 working days before the publication of the ad.
- 2.4** An order, which is not significantly marked as non-binding, is considered as binding. For the cancellation of any order or its parts by the client, the client needs to pay the publisher a cancellation fee of 50% of the order price.
- 2.5** If the client in his order expresses a request for a confirmation, the publisher will do so without any delay by e-mail or letter.
- 2.6** The process of ad publication depends on the compliance with the payment conditions specified in Article V. of these terms and conditions from the client's side. According to this clients will be divided into two categories: A and B.

### **Category A**

Clients who have concluded a contract with the publisher about the publication of ads, apart from the exceptions determined solely by the publisher and to these changes the publisher reserves his right.

### **Category B**

Clients not covered by Category A and all the clients, who have their permanent residence or seat outside the territory of the Slovak Republic. This category includes clients, who have concluded a contract about the publication of ads, but are advertising for the first time, or if the publisher placed them here (e.g. foreign clients, clients with poor payment discipline - payment of overdue invoices or failure of other obligations from the client's side).

- 2.7** Clients placed in Category A have the following conditions: Advertising can be published based on an order under this article and by fulfilling all the requirements necessary for publishing an ad in accordance with these terms and conditions. After the publication the publisher will issue an invoice to the client, which needs to be paid within the maturity period by bank transfer.

- 2.8** Clients placed in category B must prior to the publication of an ad pay any liabilities incurred when working with the publisher in the previous period. Any other ad is published only under the condition of prepayment. The publisher will deliver a written confirmation of the payment within the deadline set by the publisher.
- 2.8** Fulfilment of the conditions for the classification of the client into either category A or B does not give the client the right or claim to seek such a designation.

### **III. The Publisher's Commitments**

The publisher commits to publish the ads according to the client's requirements specified in the order, if it is in accordance with technical possibilities and applicable law. Special or unusual formats that are not in the price list can be carried out by a mutual agreement between the client and the publisher.

### **IV. The Client's Commitments**

- 4.1** The client orders ads, respectively advertising area in his own name and in his own account.
- 4.2** The client is responsible for the formal requirements of the ads, for their content, as well as for any damages that could be caused to the publisher or third parties due to the information contained in these ads or in connection with these ads.
- 4.3** The publisher hereby reserves the right not to publish or to refuse the client's ads, which would be contrary to applicable law, morality, fair trade practice, or would in any way be detrimental to his interests or the legitimate interests of third parties. In case of a refusal of such ads, the publisher is obliged to inform the client. The publisher is not responsible for any damage caused to client by refusing the ads.
- 4.4** The client is responsible for early, error-free and complete delivery of the order's information at least 3 working days prior to publication of the ad. If the client fails to deliver this information on time, the publisher is not liable for the accurate and timely publication of the ad.
- 4.5** The publisher reserves the right to select an appropriate advertising phrase, abbreviation, numerical code or a combination of phrases, e.g. "article advertising", "advertising", etc.

## **V. Price and Payment Terms**

- 5.1** The price for the publication of an ad including bonuses and discounts is given in the catalogue, which is valid at the time of the ad's publication (the "price"). Prices for services that are not listed in the catalogue shall be determined by an agreement between the publisher and the client.
- 5.2** The price for the publication of an ad will be paid by the client according to the invoice to the publisher by wire transfer. The invoice is due within 14 calendar days from the date of issue. Advance invoices and invoices for payment in advance are displayed with immediate maturity. The invoice is paid in due time. Then the invoiced amount indicated on the invoice is to be credited to the publisher no later than on the date, which is stated on the invoice as the due date.
- 5.3** For each calendar day of late payment of the amount invoiced to the client, the publisher is entitled to charge the client a penalty of 0.1% per day of the amount due until the date when the payment is paid in full and the client shall pay this accounted contractual penalty without delay to the publisher.
- 5.4** If the client is late with the payment of the invoice, the client loses on the first day of his lateness the entitlement to all discount prices for the ads contained in the relevant invoice. The publisher shall in that case be entitled to issue an additional invoice to the client with the amount of discounts granted in the previous billing.
- 5.5** If the client cancels a part of the order and the publisher provided discounts in continuous invoices, which covered the complete order, the client on the day of delivering the cancellation of a part of the order loses all types of discounts for all the ads in this order. The resulting difference between the price with discounts and the price without discounts will be invoiced by the publisher immediately upon the receipt of the cancellation of a part of the order and the client is obliged to pay the invoice within the due date to the publisher.
- 5.6** If the client during the last 3 months was repeatedly (for example 2 or more times) late in payment, or if the payment of one bill had been delayed for more than 10 working days, or if the liabilities toward the publisher overdue the amount exceeding €150,- EUR, or the client fails to fulfil other obligations of the publisher, the publisher may refuse to release the client's further ordered ads and reserves the right to move the client from Category A to Category B, to publish ads exclusively on the basis of advance payments of up to 100% of the order price for the upcoming and also for the already ordered ads.

## **VI. Returns policy**

- 6.1** The publisher is responsible for the publication of the ad indicated in the order confirmation and the supplied material, in case all deadlines and specifications have been fulfilled, without prejudice to the other provisions of these terms and conditions.
- 6.2** The publisher is not responsible for any damages that were caused by unavoidable events, act of God or by events not caused by the publisher.
- 6.3** The client is obliged to claim inadequacies in writing and without undue delay after the publication of the ad, within 1 week after the end of the ordered ad, otherwise the right to the claim expires. The client shall fully describe the shortcomings, clearly and transparently, and state the requirements to correct them. In case of incorrect billing the client is required to claim it within 3 calendar days from the date of receipt.
- 6.4** In the event that errors in the publication of the ad were caused by the publisher and damage was caused to the client, the publisher is obliged to provide the client a replacement area by publishing the same ad without errors. The publisher's liability shall not apply to cases where the client has not complied with the deadlines and specifications. In case of correctly republishing the ad, the client is not obliged to pay the original mistakenly published ad. By providing this replacement ad without errors under this point, all mutual claims by the publisher and the client including any claims for damages related to the publication of the incorrect ad are considered settled and balanced.

## **VII. Provisions on the Protection of Personal Data**

- 7.1** By completing and sending an order, the client agrees that his personal data provided in scope of the order and these terms and conditions shall be processed by the publisher or his designee in accordance with the Act No. 428/2002 Coll. on Protection of Personal Data as amended for the compliance with obligations of the publisher.
- 7.2** The publisher hereby informs each client - natural person of his rights under the Act No. 428/2002 Coll. on Protection of Personal Data as amended (the "Act"), and that the provision of data is voluntary, that the client has a right to get information about the status of processing his data in the information system, the right to write-off the processed personal data related to him, the right for the correction of inaccurate data, the right to seek destruction of his personal data, if the purpose of the data's processing was completed; in case of suspected unlawful processing of data, or if the data processing is in violation with the law, he has the right to object to such processing of his personal data and contact the Office for the Protection of Personal Data with the application of the remedies.
- 7.3** By sending an order under Article II. of these terms and conditions, each client agrees to the provisions of the Act with the fact that he will be sent unsolicited commercial

offers and information by the publisher to his address (by post and e-mail), and he will be contacted via unsolicited telephone contact, e-mail, SMS messages containing business related products, services of the publisher.

- 7.4** The client's consent under Articles 7.1, 2.7 and 7.3. of these terms and conditions is provided until a written appeal is made to the publisher, and shall terminate on the day following the receipt of a written notice to the publisher. The client acknowledges that the appeal granted pursuant to these terms and conditions does not affect the withdrawal of the consent granted on his part for other purposes (e.g. for the purpose of commercial bids for other products of the publisher).
- 7.5** The client acknowledges and agrees that the publisher shall be entitled to recover claims by using a third party. The client acknowledges and agrees that all messages (including telephone calls) and related data sent to the publisher through publicly available electronic communications services may be monitored by the publisher (including recording and storage), solely in order to record internal control of the service and to protect the rights and legitimate interests of the publisher.
- 7.6** The publisher will not use personal data of the client in other way than in these agreed terms and conditions and in the contract about the publication of ads, as long as their use is not permitted or imposed by legislation in force.
- 7.7** The provisions of this Article shall not be affected by the termination of the contract about the publication of ads concluded between the publisher and the client.

### **VIII. Final Provisions**

- 8.1** These terms and conditions are effective for all contracts about the publication of ads concluded between the publisher and the client in effect of these terms and conditions. These terms and conditions are relevant on the date of publication on the website konopkar.sk and effective on the date **20.11.2014**.
- 8.2** Acts and notifications of the client to the publisher and the other way around may be only done in writing and delivered by post, in person or by e-mail.
- 8.3** Order, consent, request, notice, notification or any other legal action of the client or publisher shall be taken as delivered to the other party when delivered to the delivery address of the other party, which is referred in these terms and conditions, in the order, invoice, or to the address which was lastly announced to the other party. The act shall be taken as received on the day on which the other party has accepted or refused it, or when the delivery sent to the address according to the previous sentence returned to the sender as undelivered, regardless of the reason for its failure to deliver.
- 8.4** The publisher is entitled to change or completely replace these terms and conditions due to changes in legislation, because of his trade policy, or at his own discretion. The

client is required to publish these changes on the website together with an indication of effectiveness, while these terms and conditions should be published latest on the day of the change's effectiveness.

- 8.5** If the client disagrees with the change of the terms and conditions specified in Article 8.4, he shall notify the publisher about his disagreement in writing within 15 calendar days from the date of the validity of the changed or replaced terms and conditions. The contract about the publication of ads ends by the end of the billing period in which the publisher received the written objection. If the client in the above deadline does not notify the publisher of his disagreement with the change in the terms and conditions, then it is stated that he agrees with these changes and that mutual relations between the publisher and the client are governed by the changed terms and conditions from the effective date of change.
- 8.6** The client and the publisher irrevocably agree that the courts of the Slovak Republic shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or their subject matter or formation (including non-contractual disputes or claims).