



# GENERAL TERMS AND CONDITIONS

NEWTON Media, a.s.,

a company registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 12446, with its registered office in Prague 4, Na Pankráci 1683/127, Postal Code 140 00, Company Identification Number: 28168356, Tax Identification Number: CZ28168356 (hereinafter referred to as the "Supplier")

General Terms and Conditions  
for the provision and use of information

(hereinafter "Conditions")

## 1. INTRODUCTORY PROVISIONS

- 1.1. The purpose of these Conditions is to set out the detailed conditions under which the supplier provides its customers (hereinafter referred to as "customers") with services consisting in the provision and use of information, as defined below.
- 1.2. The Customer shall be deemed to be persons with whom the Supplier has entered into a contract for the provision and use of information or another contract which refers to these Conditions (hereinafter referred to as the "Contract"). The Framework Agreement on the Provision and Use of Information concluded between the Supplier and the Customer is also considered to be a contract.
- 1.3. Persons who have sent the supplier an order for services consisting in the provision and use of information are also considered to be customers, if their consent to the use of these Conditions is recorded in writing, resp. electronic; the term "contract" in such a case also includes the customer's order accepted by the supplier.
- 1.4. The contractual relationship in matters not regulated by the contract or these Conditions is governed by Czech law, in particular Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter the "Civil Code").

## 2. BASIC TERMS

- 2.1. If any of the following terms are used in the contract, they have the following meanings:
  - 2.1.1. "Contractors" means the supplier and the customer with whom the supplier has entered into a contract, "contracting party" means any of the contracting parties;
  - 2.1.2. "Media titles" means sources of information available from national and regional periodicals, news and current affairs programs and television and radio broadcasts, Internet news servers and news agencies; the specific definition of media titles for a specific customer is specified in the contract;

- 2.1.3. "Supplier's Product" - the Supplier's product means, for the purposes of this Agreement, in particular MONITORING OF MESSAGES, MONITORING OF SOCIAL MEDIA, MONITORING OF ADVERTISING AND ADVERTISING, MEDIA ANALYSIS, TVR ALERTS, databases, Output, or Result.
- 2.1.4. "Data" - data for the purposes of this contract means the textual, graphic, pictorial part, including photographs and other visual elements and their captions, which form the content of media titles and are part of the supplier's database.
- 2.1.5. "Information" means all data contained in any of the Supplier's products.
- 2.1.6. "NEWS MONITORING" is a set of electronic information created by the Supplier on the basis of monitoring of media titles specified in the Contract and delivered to the Customer in accordance with the Customer's requirements for content and structure defined in the Contract;
- 2.1.7. "SOCIAL MEDIA MONITORING" is a set of electronic information created by the supplier on the basis of monitoring in the social media specified in the contract and supplied to the customer in accordance with the customer's requirements for content and structure defined in the contract;
- 2.1.8. "ADVERTISEMENTS MONITORING" is a set of electronic information created by the supplier on the basis of monitoring the type of advertising specified in the contract or advertising in the contracted media titles and delivered to the customer in accordance with customer requirements for content and structure defined in the contract;
- 2.1.9. "MEDIA ANALYSIS" is a set of electronic information created by the Supplier on the basis of the parameters specified by the Customer in the contract, based on monitoring of the media



titles specified in the Contract and delivered to the Customer in accordance with the Customer's content and structure requirements defined in the Contract;

- 2.1.10. **"TVR ALERTS"** is a set of electronic information created by the supplier on the basis of monitoring the occurrence of words specified by the customer in the broadcast of selected monitored media titles specified in the contract and delivered to the customer in accordance with customer requirements defined in the contract.
- 2.1.11. **"Database"** means the electronic information database MediaSearch created by the supplier on the basis of media title monitoring, to which the supplier provides the customer with access in accordance with the customer's requirements defined in the contract;
- 2.1.12. **"Result"** is the information obtained by the customer on the basis of his access to the database;
- 2.1.13. **"Output"** means the NEWS MONITORING, and / or MONITORING OF SOCIAL MEDIA, and / or ADVERTISEMENTS MONITORING, and / or MEDIA ANALYSIS, and / or TVR ALERTS and / or other set of electronic information generated by the Supplier or a third-party monitoring of media titles and delivered to the customer in accordance with the customer's requirements for its content and structure defined in the contract;
- 2.1.14. **"Delivery"** of the Output means: (i) access through the supplier's software specified in the contract, which the supplier has provided to the customer for this purpose, and / or (ii) access via the Internet at the address specified in the contract and / or (iii) access through the NewtonOne online application available at the address specified in the Agreement; delivery is also sending to the e-mail address of the customer or the address of the customer's registered office or another address of the customer, if the parties expressly agree in the contract.

### 3. RIGHTS AND OBLIGATIONS OF THE SUPPLIER

- 3.1. The Supplier undertakes to fulfill its obligations properly and on time in accordance with the contract.
- 3.2. The supplier is responsible for ensuring that the scope and conditions of performance provided to the customer are in accordance with the contract.
- 3.3. The Supplier shall not be liable for delay in fulfilling its obligations if it has not caused the delay itself, especially in cases where the delay occurred due to the Customer's delay or due to an extraordinary, unpredictable and insurmountable obstacle created independently of the Supplier's will which prevented him from fulfilling his obligations.

- 3.4. The Supplier shall not be liable for a delay in the performance of the contract if it is caused by a delay by the publisher, radio or television broadcaster, operator of the relevant web server or other source / provider of media titles (hereinafter "media title provider"). The Supplier shall not be liable for delays in the performance of the contract even if it is caused by force majeure, which is a power failure, connection to the electronic communications network, etc. In such a case, the Supplier will provide performance that could not provide from reason for such delay, without undue delay after such obstacle has ceased to exist in accordance with these Terms.
- 3.5. The Supplier is not responsible for the content of the Outputs, Results or data, especially for their truthfulness and completeness, as this depends entirely on the information published in the media titles by the respective publishers, exclusively with the help of external collaborators, which the customer hereby acknowledges. The supplier is not liable for infringement of the rights of third parties, or for infringement of copyright or other intangible assets.
- 3.6. The Supplier undertakes not to communicate to a third party the scope of performance provided to the Customer under the contract. It is not a violation of this provision if the supplier makes such information available to persons who perform legal, tax, accounting or other audit services for him, or to other persons who are bound by a legal duty of confidentiality.
- 3.7. If the subject of the contract is the delivery of NEWS MONITORING, which includes ČTK agency news, the customer agrees that the supplier, in order to fulfill its contractual obligations to the Czech Press Office (hereinafter "ČTK"), provides data on ČTK's customer in accordance with ČTK's conditions, and exclusively within the scope of the customer's specification, the scope of ČTK news, the periodicity of sending ČTK news, the amount of remuneration for the provision of MONITORING OF NEWS, as well as the terms of payment of this remuneration to the supplier.
- 3.8. If the subject of the contract is the supply of TNbiz.cz News Outputs taken over from CET 21 spol. s ro, IČ: 45800456 (hereinafter referred to as "CET 21"), the customer agrees that the supplier, in order to fulfill its contractual obligations to CET 21, provide data on the customer to CET 21 in accordance with the conditions of CET 21, exclusively in the scope of the customer's specification, the scope of TNbiz.cz Outputs, the periodicity of sending TNbiz.cz Outputs, the amount of remuneration for the provision of TNbiz.cz Outputs, as well as the terms of payment of this remuneration to the supplier.
- 3.9. In exceptional cases, the Supplier is entitled to limit or exclude the customer's right to use specific Outputs, Results or data or their parts provided under the contract by written notice (incl. Means of electronic communication) delivered to the customer, especially if it subsequently becomes apparent that further use would



the rights of third parties or interests worthy of special consideration have been violated. The supplier's right under this provision may be exercised exclusively for such part of the Output, Result or Data that cannot be further handled with regard to the rights of third parties.

#### 4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 4.1. The customer undertakes to fulfill its obligations properly and on time in accordance with the contract.
- 4.2. 4.2. The Customer has the right to use the Outputs and data provided by the Supplier and / or the Results only for himself and his internal needs and to respect in their use all obligations assumed under the contract and given by generally binding regulations.
- 4.3. The Customer undertakes not to assign or otherwise transmit the Outputs, Results and Data or parts thereof in any form without the prior written consent of the Supplier, it is not entitled to further reproduce, distribute, rent, lend, exhibit or in any other way communicate to the public or publish or make available to third parties. persons who are considered not only natural and legal persons, but also their partners or members or organizational units of the state and contributory organizations. Communication to the public and publication also means making the Outputs, Results or data available on the computer network Internet or in another similar network by means of distance communication. In the event of a breach of this obligation, the customer is obliged to pay the supplier a contractual penalty in the amount corresponding to twelve times the average remuneration due to the supplier for performance of the contract found in the last twelve (12) months or for the duration of the contract if less than 12 months. such a breach. The contractual penalty pursuant to this paragraph is payable within fourteen (14) days from the delivery of the supplier's request for its payment. The Supplier is also entitled to withdraw from the contract in the event of such a breach.
- 4.4. The Customer undertakes to protect the content of the Outputs and / or Results and / or data from unauthorized use by third parties.
- 4.5. The Customer acknowledges that the content and structure of Outputs, Results or data as well as the database and information contained in it are protected by Act No. 121/2000 Coll., On Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (**Copyright Act**), as amended (hereinafter the **author Copyright Act** ). The use of the content of the Outputs, Results, or data as well as their parts beyond the agreed framework, or beyond the scope of legal licenses under copyright law, is an unauthorized interference with the rights protected by copyright law, for which the customer is responsible in terms of law.
- 4.6. The Customer acknowledges that the restrictions concerning the handling of Outputs, Results, or dates stipulated by the contract result from the contractual obligations of the supplier as a processor of information towards the primary providers of media titles. With this in

mind, the customer acknowledges that the violation of these restrictions may violate the rights of third parties and thus cause significant damage to the supplier as a contractual partner of these third parties, and such damage is then borne by the customer.

- 4.7. In the event of non-delivery of the Output or data in accordance with the contract, the Customer may request the supplier by e-mail to the electronic address: **obchodni@newtonmedia.cz** for repeated delivery of the Output or data. If the Supplier does not receive a request for repeated delivery of the Output or data according to the previous sentence within two (2) days from the date of delivery according to the contract, the Output or data shall be deemed to have been duly and timely delivered. The Supplier is obliged to make a repeated delivery of the undelivered Output or data together with another regular delivery of the Output or data following the timely delivered request for repeated delivery of the Output or data.
- 4.8. The Customer acknowledges that the Supplier is the sole holder and executor of proprietary copyrights in relation to any software intended for the performance of the contract provided to the Customer by the Supplier. The Customer is entitled to use such software only for the purposes of performance of the contract, in accordance with the contract and for the period of its effectiveness. Any other use of such software is prohibited unless otherwise stated in the agreement.

#### 5. CHANGES IN THE SCOPE OF MEDIA TITLES

- 5.1. Due to the fact that the scope of media titles that are the subject of the supplier's products is dynamic and may change during the term of the contract, there is no change in the scope of media titles due to reasons independent of the parties (eg the decision of the media title provider), considered as a change of contract.
- 5.2. If there is such a change in the scope of media titles according to paragraph 5.1, which does not have a significant impact on the informative value of the supplier's product (hereinafter "**insignificant quantitative changes**"), such a change does not affect the agreed price of the supplier's performance or other performance under the contract. A minor change is considered to be a change (increase or decrease) in the scope of media titles less than or equal to 10% of the originally agreed scope.
- 5.3. If the scope of media titles is reduced by a not insignificant quantitative change, the customer is entitled to a reasonable discount on the price of performance. In the event of a non-significant quantitative change, the supplier and the customer shall adjust the price by concluding an amendment to the contract, within thirty (30) days from the date on which one contracting party requests the other contracting party in writing. Upon the expiration of this period in vain, both parties have the right to terminate the contract with a shortened notice

period of thirty (30) days. This right shall expire if it is not exercised within thirty (30) days.

## 6. REMUNERATION AND PAYMENT TERMS

- 6.1. Unless stated otherwise in the contract, the remuneration is always stated without the relevant value added tax (hereinafter referred to as "VAT"). The fee is payable in the amount specified in the contract together with the relevant VAT rate to the supplier's account on the basis of a tax document issued by the supplier. The tax document must meet the requirements set out in the provisions of Section 29 of Act No. 235/2004 Coll., On Value Added Tax, as amended.
- 6.2. The remuneration is due fourteen (14) days from the date of delivery of the tax document to the customer.
- 6.3. If the tax document does not contain the requisites stipulated by law or the data are not correctly stated in it, the customer is entitled to return it within five (5) days of its receipt to the supplier stating the missing requisites or incorrect data. In such a case, the due date of the remuneration is interrupted. The new due date begins to run after delivery of the corrected tax document to the customer. If the customer returns the tax document without the reasons stipulated by the contract, or without stating the errors he invokes, or after the specified period, the due date is not interrupted. This does not affect the supplier's obligation to deliver a proper tax document to the customer.
- 6.4. If the contract is concluded for a period longer than one (1) year or for an indefinite period, the supplier is entitled to adjust the agreed remuneration by a percentage increase by the inflation rate for the previous year, ie inflation expressed by an increase in the average annual consumer price index, which expresses the percentage change average price levels for the last twelve (12) months against the average of the twelve (12) previous months. The annual inflation rate will be determined on the basis of data published by the Czech Statistical Office. The increase will be effective from the first (1st) day of the calendar month following the delivery of the notice of increase in remuneration to the customer.
- 6.5. In the event of the customer's delay in paying the fee for more than fourteen (14) days from the date of expiry of the fee, the supplier is entitled to refuse the customer to provide performance under the contract, until the full payment of the entire amount owed by the customer to the supplier.

## 7. TRADE SECRETS AND CONFIDENTIAL INFORMATION

- 7.1. Trade secrets consist of competitively significant, identifiable, measurable and normally inaccessible facts in the relevant business circles, which are related to the plant and the owner of which ensures their confidentiality in an appropriate manner in his interest.
- 7.2. All information identified by one of the parties as confidential is considered confidential.

- 7.3. Each Contracting Party undertakes to keep confidential the business secrets and confidential information of the other Contracting Party. In particular, the contracting parties undertake not to use for their own benefit or for the benefit of a third party or to disclose to a third-party trade secrets or confidential information obtained during the performance of the contract from the other contracting party, unless the contract expressly provides otherwise.
- 7.4. Both parties undertake to protect confidential information provided to them or otherwise obtained by them by the other party in connection with the performance of the contract, at least to the same extent and at least by the same means as their trade secrets, in particular by keeping it secret and making all contractual and technical measures to prevent their misuse or disclosure that may reasonably be required of them.
- 7.5. The obligation to keep trade secrets and confidential information under this Article and the Terms and Conditions shall be binding on the contracting parties for the duration of the contract and for a period of two (2) years after the termination of the contract. The Contracting Parties further undertake to protect trade secrets as well as confidential information even after the expiry of the period referred to in the first sentence of this provision, in accordance with the relevant legislation, unless such information loses the character of trade secrets or confidential information.

## 8. DISPUTE RESOLUTION

- 8.1. The contracting parties undertake to make every effort to resolve mutual disputes arising under or in connection with the contract and to resolve them, in particular through the actions of authorized representatives.

### 8.2. Out-of-court dispute resolution

In the event of a consumer dispute between the buyer and the seller arising from the purchase contract or the contract for the provision of services, which cannot be resolved by mutual agreement, the consumer may submit a proposal for out-of-court settlement of such a dispute to a designated out-of-court consumer dispute resolution body:

**Česká obchodní inspekce**

Ústřední inspektorát – oddělení ADR

Štěpánská 15

120 00 Praha 2

Email: adr@coi.cz

Web: adr.coi.cz

## 9. CONTACT PERSONS

- 9.1. The contracting parties appoint a contact person, or one or more representatives of the contact person (hereinafter referred to as "contact persons"). The contact persons will represent the contracting parties in commercial and technical matters related to performance under the



contract. In particular, the contact persons will accept the performance and provide information on the course of providing the performance under the contract. Individual orders in the sense of paragraph 1.3 of these Conditions are in charge of the contact person who is listed in the relevant order.

- 9.2. The names of the contact persons are listed in the annex to the contract.
- 9.3. The contracting parties are entitled to unilaterally change the contact persons. This change is effective from the date of delivery of the notice of change to the other party.

## 10. DURATION OF THE CONTRACTUAL RELATIONSHIP

- 10.1. The contract is concluded for the period specified in the contract. Unless otherwise stated in the contract, the contract is concluded for an indefinite period.
- 10.2. A contract concluded for an indefinite period may be terminated in writing by either party. In such a case, the notice period is two months and begins on the first (1st) day of the calendar month following the delivery of the notice to the other party.
- 10.3. If the order within the meaning of paragraph 1.3 of these Conditions states that it is concluded on appeal or if there is no information within the meaning of this provision, it is a contract concluded for an indefinite period, which can be terminated by either party, and by notice sent to the other party in writing, by e-mail or fax. Article 10.2. shall then be applied mutatis mutandis.
- 10.4. The Supplier may withdraw from the contract if the Customer uses the Output, Result, or data in violation of the contract. The supplier is also entitled to withdraw from the contract if the customer is in arrears with the payment of the fee for more than 14 calendar days.
- 10.5. The Customer may withdraw from the contract if the Supplier repeatedly fails to provide him with Output or Data, or repeatedly allows him access to the database, despite prior written notice, in which case the written form is retained even if the notice is sent by e-mail. Withdrawal terminates the contract on the day of delivery of the notice of withdrawal to the other party.
- 10.6. Withdrawal from the contract or its termination does not affect performances performed before the effective withdrawal or termination, or the rights arising from such performances under the contract. The provisions of paragraphs 3.7, 3.8 and 8 of these Conditions are not affected by the resignation or termination.
- 10.7. The termination of the contract for any reason does not affect the provisions on dispute resolution or other provisions of the contract, the nature of which implies that they should continue after the termination of the contract.

## 11. AMENDMENTS TO THE CONTRACT

- 11.1. The contract may be amended only by written agreement of the parties in the form of amendments, unless the contract provides otherwise in a particular case.

- 11.2. The provisions of § 1740 par. 3 of the Civil Code are excluded.

## 12. WITHDRAWAL FROM THE PURCHASE AGREEMENT

- 12.1. In accordance with the provisions of § 1829 par. 1 of the Civil Code, the buyer has the right to withdraw from the purchase contract within fourteen (14) days of receipt of the goods. period from the date of receipt of the last delivery of goods. Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence. Withdrawal from the purchase contract can be sent by the buyer to the address of the seller's office or to the seller's e-mail address [help@newtonmedia.eu](mailto:help@newtonmedia.eu).
- 12.2. In the event of withdrawal from the purchase contract pursuant to Article 12.1 of the Terms and Conditions, the purchase contract is canceled from the beginning. The seller terminates the buyer's access to use the product within fourteen (14) days of delivery of the withdrawal from the purchase contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with the return of goods to the seller, even if the goods can not be returned due to its nature by regular mail.
- 12.3. In the event of withdrawal from the purchase contract pursuant to Article 12.2 of the Terms and Conditions, the seller will return the funds received from the buyer within fourteen (14) days of withdrawal from the purchase contract by the buyer, in the same way as the seller received from the buyer. If the subject of the concluded contract were services and their performance was started, then the buyer is obliged to pay a proportionate part of the price for the consumed services, if the buyer withdrew from the contract.  
  
The seller is also entitled to return the performance provided by the buyer when returning the goods to the buyer or in any other way, if the buyer agrees and the buyer does not incur additional costs. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods or proves that he sent the goods to the seller. The seller is entitled to unilaterally set off the right to compensation for damage caused to the goods against the buyer's right to a refund of the purchase price.
- 12.4. In cases where the buyer has the right to withdraw from the purchase contract in accordance with the provisions of § 1829 paragraph 1 of the Civil Code, the seller is also entitled to withdraw from the purchase contract at any time, until the goods are taken over by the buyer. In such a case, the seller will return the purchase price to the buyer without undue delay, in cash to the account designated by the buyer.
- 12.5. If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer is

concluded with the untying condition that if the buyer withdraws from the purchase contract, the gift contract for such a gift ceases to be effective and the buyer is obliged

to return it together with the goods to the seller. given a gift.