

## General Terms of Business of

Česká informační agentura, s. r. o.

### 1. Initial Provisions

- a) These General Terms of Business (hereinafter referred to as “GTB“) of Česká informační agentura, s. r. o. (hereinafter referred to as “Provider“) are based on the provisions of §273 of the act no. 513/1991 of the Coll., the Commercial Code, in valid wording, on the issue of General Terms of Business; they define mutual rights and obligations of contractual parties.
- b) The valid GTB become valid and effective upon the date of the signature of an Order, or confirmation of an Order form in the e-shop application or the signature of a Contract between contractual parties; they are valid and effective for the entire period of the validity of the Order or Contract.

### 2. Contractual Parties

- a) The provider is Česká informační agentura, s. r. o., a business company with its seat at Klimentská 52, 110 00 Praha 1, Identification no. 25128337, registered in the commercial register kept by the Prague City Court, section C, inset 52059, bank connection: Komerční banka, account no.: 51-1038960247/0100.
- b) The Subscriber is an individual or a legal entity, to which the Provider provides its products on the basis of a concluded Contract or Order in line with the valid GTB.

### 3. Definition of Terms

- a) **Provider:** Česká informační agentura, s. r. o., is the provider, as defined in article 2, letter a).
- b) **Subscriber:** The Subscriber is a legal body, respectively an individual or a legal entity, obliged contractually to use Products from the Provider, solely for its internal use, without the right to forward the Provider’s Products or parts thereof to any third parties. The Subscriber is familiar with the GTB; by signing the Order, or confirming the Order form in the e-shop application, or by signing the Contract, the Subscriber agrees with the GTB and agrees to fulfil them.

- c) **Products:** The term ČIA's Products refers to paid provision of Products, services and individual products according to the wishers of the Subscriber, on the basis of Subscriber's choice in an agreed manner. The Products include primarily Czech AM, Industry Profiles, Business Intelligence, Media Coverage Analyses, Media Monitoring, On-line News Service or other products according to the Pricelist.
- d) **Pricelist:** Pricelist refers to valid and effective Pricelist of Provider's Product, available upon request.
- e) **Contract** is a document, on the basis of which the subject of the agreement between the Provider and Subscriber is being carried out. Products are the subject of the Contract. The Contract defines the rights and duties of contractual parties, Fees and the methods of their payments, as well as other potential contractual provisions.
- f) **Order** is a Provider's document, on the basis of which the provision of Products to the Subscriber is carried out.
- g) **Fee:** the Fee amount is determined by the legally valid Pricelist, unless agreed otherwise by the contractual parties.
- h) The **Complaints Proceeding** is subject to the general legal regulation under the following terms: the Subscriber is entitled to make claims/complaints to the Provider about the delivery of Products. Delays or non-deliveries of Products according to Order and/or Contracts due to force majeure, failure of data transmission or telephone connection etc. may not be claimed.
- i) **User Section** is a part of the [www.cianews.cz](http://www.cianews.cz) web portal, providing Subscribers with access to the archive of provided Products. Subscriber's access is ensured by an individual username and password.
- j) A **Contractual Penalty** is a penalty for the infringement of contractual terms of the contractual parties according to GTB, Contract or Order, unless provided for otherwise in the Contract or Order.
- k) **User** is an employee or member of the Subscriber, using the Provider's Product for internal purpose.

#### 4. **Subject of GTB**

- a) The subject of the GTB is the Provider's undertaking to provide to the Subscriber the Products on the basis of an Order or Contract and the Subscriber's undertaking to pay the agreed Fee for these Products.

## **5. Provider's Rights and Duties**

- a) The Provider reserves full right over the freedom of the form and content of the provided Products.
- b) The Provider is not responsible for any direct, indirect or accidental detriment, including financial and business losses etc. or damages incurred by the Subscriber in relation to the use of the Products.
- c) The Products are delivered to the Subscriber through electronic mail, fax messages, FTP protocol or access to the product archive in the user section at [www.cianews.cz](http://www.cianews.cz) via username and password.
- d) The Provider undertakes to deliver the Products in the terms agreed upon in the Contract or Order. In case of non-observance of these terms, i.e. Provider's delay in the delivery of Products, the Subscriber is obliged to notify the Provider of this fact in writing within three days of occurrence; this right expires afterwards.
- e) The Provider is entitled to withdraw from the Contract or Order, primarily in case that the Fee is not paid or that the Subscriber infringes the obligations defined by the GTB, unless agreed otherwise by the parties.
- f) The Provider is entitled to terminate the Order and/or Contract also in the case that the Subscriber does not fulfil duly and in time the defined obligations related to such Order or Contract.

## **6. Subscriber's Rights and Duties**

- a) By signing the Order, or confirming the Order form in the e-shop application or by signing a Contract on the implementation of a Product, the Subscriber confirms that it is interested in receiving the Product/s in the widest possible conformity with the valid legal norms and provisions on data protection and copyrights. The Subscriber pledges to keep confidentiality about the provided Products and to treat them with special care.
- b) If there is a default in the delivery of Products from the Provider due to non-fulfilment of the premises of the Technical Terms by the Subscriber, this is not considered a default on the part of the Provider. The Subscriber is obliged to pay for the Products.
- c) The provided Products are designed exclusively for the Subscriber's needs. The Subscriber hereby undertakes not to provide the Products or their part to a third party without the Provider's consent, in any form and/or manner. This undertaking covers also redistribution of the Products and applies to all of the Provider's Products. The Provider may not provide any data or business information about the Subscriber to third parties. The products remain the property of the Provider.
- d) Infringement of the previous provision, 6.c), is considered a serious violation of the Order or Contract; for this purpose, the contractual parties have agreed a contractual fine amounting to the monthly fee for the provided Products for each documented case of infringement of the provision of the point 6.c) within 5 days after the infringement,

which the Provider is entitled to request from the Subscriber. At the same time, the Provider is entitled to terminate the Contract immediately and cease to deliver the contract subject, i.e. the Product, immediately, in case of such infringement.

- e) In case that the Provider is addressed by a third party in relation to unauthorised distribution or misuse of the Products by the Subscriber the Subscriber undertakes to accept all responsibility and ensure that the Provider remains unaffected. If the mediated Products are misused or the GTB infringed, the Subscriber loses the right for the paid subscription fee and this is transferred to the Provider.
- f) If requirements of information, monitoring, analyses etc. are beyond the framework of the usual content of the processed Products on the basis of Orders and Contracts, the Provider is entitled to charge a higher Fee to the Subscriber. The increase in the Fee is defined by the valid Pricelist or an agreement between the contractual parties. The Subscriber must be informed about the fact and approve it. The ordered Products are supplied to the Subscriber by the Provider in terms according to the concluded Order or Contract.
- g) The Subscriber is entitled to terminate the Contract or Order in case of substantial infringement of contractual obligations by the Provider.
- h) The Subscriber is entitled to terminate the Order or Contract due to repeated non-fulfilment on the part of the Provider, i.e. failure to deliver Products for reasons that the Provider could have influenced.
- i) The Subscriber is obliged to inform the Provider at any time, upon the Provider's request, about the current number of user using the Products.

## **7. General Provisions**

- a) The GTB and the valid Pricelist have the nature of other business terms according to the provision of §273, section 1, of the Act no. 513/1991 of the Coll., the Commercial Code. The Subscriber hereby confirms that it has become acquainted with the content of the GTB and the Pricelist prior to the conclusion of the Contract or Order and that it approves the wording.
- b) Differing provision of the Contract and Order have preference over the GTB wording.
- c) The rights and obligations arising from the Contract or Order and GTB are transferred on the Provider's and Subscriber's legal successors. The Subscriber's rights and duties from the Contract or Order may be transferred onto third parties only with previous written consent of the Provider, in the form of a written amendment to the Contract or Order. Infringement of this provision is subject to the sanction of invalidity of the concluded Contract or Order.
- d) The Contract or Order for a Product is to be concluded in writing, otherwise it is invalid.

## **8. Payment and Invoice Terms**

- a) The Provider declares that it is a VAT payer.
- b) The Fee for the provided Products is covered by transfer to the Provider's account on the basis of an order duly signed by both parties, or the confirmation of the Order form in the e-shop application, or the signature of the Contract. The Products are considered reimbursed if the Fee is transferred to the Provider's account in the agreed term.
- c) The maturity period for the invoiced Products is usually 14 days. The default interests are arranged at 0.1% of the agreed Fee for each started default day.

## **9. Final Provisions**

- a) By ordering the Products from the Provider through the signature of the Order, or confirmation of the Order form in the e-shop application, or the signature of the Contract, the Subscriber expresses approval of the GTB. The Products are provided in line with the Czech Republic's legal order, which governs also potential legal disputes, an in line with the GTB acknowledged and approved by the Subscriber. Potential arrangements of contractual parties beyond the framework of these GTB must be done in writing.
- b) The period of the validity of the Order or Contract is governed by the terms and deadlines defined in the Orders/Contracts and approved and signed by the contractual parties. These terms and/or deadlines may be changed by contractual parties through written amendments to such Orders or Contracts.
- c) The Contractual relationship between the Provider and the Subscriber is governed by the legal order of the Czech Republic, primarily the Commercial Code and the Civic Code in valid wording.
- d) If there is a contradiction between the provisions of the concluded Contract or Order and GTB, the provisions of the Contract or Order take precedence over the GTB.
- e) The GTB lose validity effect upon the date, when later GTB become valid and effective.
- f) The GTB are available 24 hours a day in the Internet at [www.cianews.cz](http://www.cianews.cz) and in printed form in the Provider's seat.
- g) These GTB become valid and effective as of August 1, 2007.