

BUSINESS TERMS AND CONDITIONS FOR USE OF THE PRODUCTADS SERVICE

These Business Terms and Conditions for Use of the ProductADS Service for traders (hereinafter only as the "Business Terms and Conditions" or "BTC") are issued by the company Heureka Shopping s. r. o., with its registered seat at Karolinská 650/1, 186 00 Prague 8 – Karlín, Czech Republic, held by the Municipal Court in Prague, file No. 218977, Identification No.: 023 87 727, Tax No.: CZ 02387727, which is the Operator of the portal called Heureka.cz and Heureka.sk, for purposes of regulation of rights and obligations resulting from the contractual relationship between the Operator and Traders who use the portal for the offering of and promotion of goods.

1. Definitions of Concepts

- 1.1. The **Advertisement** shall mean an individual advertising announcement in the form of text advertising or graphic promotion, ordered through the ProductADS Service.
- 1.2. The **Campaign** shall mean presentation of one or more Advertisements on the Server for the time and in the way ordered by the User.
- 1.3. The **Trader** shall mean a registered user of the ProductADS Service and also the person ordering an Advertisement focused on keywords and positions in the list in categories on the Internet Servers of the Operator, and who creates its user's account for the purposes of using the ProductADS Service at the Operator on the website www.productads.cz and/or www.productads.sk (hereinafter only as the "ProductADS Account").
- 1.4. The **Wallet** shall mean an application, which is the part of the ProductADS Service, enabling pre-payment of the price for use of the ProductADS Service by the Trader, available within the framework of the Interface under the tab "Wallet".
- 1.5. **Click** shall mean access of the User to the content to which the Advertisement links, as a result of clicking on the Advertisement.
- 1.6. The **Operator** of the ProductADS Service is the company Heureka Shopping s. r. o., with its registered seat at Karolinská 650/1, 186 00 Prague 8 – Karlín, Czech Republic, held by the Municipal Court in Prague, file No. 218977, Company Identification No.: 02387727, Tax No. CZ02387727.
- 1.7. **Registration** shall mean the process during which a person interested in advertising (ProductADS) on the Servers of the Operator contacts the Operator of the ProductADS Service via the e-mail obchod@heureka.cz. The Operator shall make control of the requirement of the person interested in the service for registration and shall subsequently send an activation link to the person interested in the service. After clicking on this link, the interested person shall fill in their log-in data and password and also approve the Business Terms and Conditions.
- 1.8. The **Interface** shall mean the web interface available at the Internet address (URL) www.productads.cz and www.productads.sk, which enables use of the ProductADS Service through the ProductADS account.
- 1.9. The **Servers** shall mean the websites of the Operator where the Advertisements are displayed in the determined advertising areas, i. e. the portals of www.heureka.cz and www.heureka.sk.
- 1.10. The **User** shall mean the person who accesses the websites of the Servers through a device capable of viewing the websites.
- 1.11. **Displaying** shall mean displaying of the respective website of the Server, where the Advertisement is inserted, to the User.

Billing address:

Heureka shopping, s.r.o.,
Karolinská 650/1, 186 00 Praha 8
Czech Republic
IČO: 023 87 727 DIČ: CZ 023 87 727

Correspondence address and main office:

Heureka shopping, s.r.o., - Palác Syner
Rumunská 655/9, 460 01 Liberec 4
Czech Republic

2. Rules for Use of the ProductADS Service

- 2.1. The Operator shall be obliged, under these Business Terms and Conditions, to display text advertisements and graphic promotion on the Servers according to the order of the Trader, sent to the Operator through the Interface. The Trader is entitled, through the Interface, to order and edit Advertisements and keywords, to set the amount of daily budgets for particular Campaigns and advertisements, and to participate in auctions for determination of the price for a Click or Display in the required position. The price for advertisements is determined on the basis of an auction among the Traders, where Traders may participate through the Interface. An advertisement which is ordered by a Trader through the Interface, shall enter into the auction as of the moment of its approval by the Operator. The Operator shall reserve 48 hours as of the moment of sending the advertisement by the Trader for its approval, or even refusal.
- 2.2. The Operator shall be obliged to ensure focusing of the Advertisement on the keywords inserted by Users in searching or on positions in the list in categories.
- 2.3. The Trader shall be obliged to pay the price for use of the ProductADS Service to the Operator in one of the following forms:
 - 2.3.1. The price for a Click;
 - 2.3.2. The price for a Display, if such a possibility is offered by the Operator.
- 2.4. The Trader is entitled to choose one of the forms of the price according to the previous paragraph within the framework of the Interface. The Price is determined on the basis of an auction among the Traders, always for an individual Click or Display, provided that the Operator is entitled to set, within the framework of the Interface, the maximum amount of clicks or displays for an individual day of the campaign (the daily budget). After achievement of the amount of the daily budget, the Operator shall set the display of the Advertisement and it enables its display as of the beginning of the next day (as of 0.00 o'clock). In the case of doubt of the Trader whether a click to the advertisement or its display actually occurred, the Operator shall exclusively be entitled to decide on such doubts on the basis of the details of the system of the ProductADS Service. Unless the contracting parties agree otherwise, the Operator shall terminate the display of the Advertisement upon achievement of the value of Clicks or Display corresponding to the amount of the financial means placed in the Wallet.
- 2.5. Payment for use of ProductADS shall be realized in the form of deduction of the corresponding amount from the credit which is placed within the framework of the Wallet. The means are deducted from the wallet upon the moment of clicking on the Advertisement. The Trader shall top up the credit in the wallet through on-line payment by a credit card or on-line bank transfer. The invoice for such a payment shall automatically be issued in the ProductADS interface in the "Invoices" tab after successful completion of the payment. Upon agreement of the parties, the Operator is entitled to enable a cashless payment to the Trader on the basis of an invoice issued by the Operator. The Operator shall then add the credit to the Trader into the ProductADS interface after receipt of the payment. The credit shall be spent within one calendar year after the payment. Free credit, which is provided by the Operator, shall be spent in three months after the admission. If the Trader does not spend the credit in that period, the Operator has the right to remove the unused credit.
- 2.6. In the case that the ProductADS system does not terminate the display of the Advertisement upon the moment of achievement of the total budget set by the Trader, due to technical or operational reasons on the part of the Operator or technical limits of the system of the ProductADS Service, the amount exceeding the limit of the total budget of the campaign shall not be charged to the Trader.
- 2.7. The Operator shall suspend the possibility to order Advertisements and the display of ordered Advertisements to a Trader who has insufficient credit for payment of the selected service of the ProductADS Service in the manner according to par. 4 of this Article of the Business Terms and Conditions. The Operator shall be liable for cases where the Advertisements of the Trader are not displayed due to overdrawing the credit of the Trader in the ProductADS Service.
- 2.8. The Trader is fully liable for a) the content of the ordered advertisements, b) for wording of the ordered key words. The Operator does not perform control over the content of the advertisements or the key

Billing address:

Heureka shopping, s.r.o.,
Karolinská 650/1, 186 00 Praha 8
Czech Republic
IČO: 023 87 727 DIČ: CZ 023 87 727

Correspondence address and main office:

Heureka shopping, s.r.o., - Palác Syner
Rumunská 655/9, 460 01 Liberec 4
Czech Republic

words and it shall not be liable for a) any loss which the Trader causes by advertising in the ProductADS system to any third parties or b) for advertisements which are contrary to the valid legal order. The Trader shall be liable in respect to the Operator for any damage which incurs to the latter on the basis of enforcement of claims of third parties due to breach of their rights as a result of publication of the Advertisement within the framework of the ProductADS Service.

- 2.9. The Operator shall reserve the right to block the ordered Advertisement or a keyword even without specification of a reason. The Operator shall reserve the right to block a campaign or the entire account to a Trader who breaches these Business Terms and Conditions, without further specification of a reason. Blocking of the entire account may occur even in the case of excessive burdening of the system. Excessive burdening of the system shall mean a) insertion of an excessive amount of data into the system, b) excessive amount of requirements for some of the web interfaces of the system, provided that the Operator shall exclusively be entitled to decide on such excessiveness. The Operator shall be entitled to minor adjustment of the Advertisement (diacritics, punctuation, typos), even without warning of the Trader. The Operator shall not be entitled to adjust non-complying Advertisements.
- 2.10. Log-in into the ProductADS system is bound to the log-in name and password of the Trader. In the case of expiry of the right of the Trader to use the log-in name, the Operator is not obliged to provide the Trader with access to the Interface of the ProductADS system. The Trader is obliged to protect their log-in details and to keep them confidential. The Operator is not liable for misuse of the system in the case of disclosure of the log-in name and the password to a third party as a result of a breach of this obligation by the Trader. If the Trader provides a third party with access to its account, the Trader is responsible that the third party agrees with these Business Terms and Conditions and accepts them. The Trader agrees that it will not directly sell Clicks or Displays to a third party or to offer them to a third party as its service. Upon log-in to the Interface of the ProductADS system, the Trader expresses its consent to the actual wording of these Business Terms and Conditions.
- 2.11. The Trader may terminate its participation in the ProductADS Service by deletion or suspension of all its campaigns. In such a case, the Advertisements of the Trader shall cease to be displayed within one hour as of suspension of the campaigns (but usually immediately) and no payments are realized. The Trader shall be obliged to pay the price of the Clicks or the Displays realized within one hour after termination of the participation according to this article.
- 2.12. The Operator reserves the right to temporary or permanently cease displaying the Advertisements. In compliance with the auction model of the ProductADS Service, the Operator does not provide any guarantee for placement of the Advertisement, its price, its position and number of displays.
- 2.13. The Operator is entitled to send e-mail notifications to the Trader relating to the operation of the ProductADS Service to its e-mail address entered within the framework of registration to the service.
- 2.14. The Customer may not make operations manipulating with own or somebody else's advertisements of the ProductADS Service. It is particularly prohibited to use systems determined to robotic clicking on advertisements, robotic downloading of pages, creation of artificial Displays or Clicks, analysis of transmission codes or commission of such activities to a third party. In the case that such activities or their attempt are revealed, the Operator is entitled to block the account of the Trader and claim reimbursement of the occurred harm from it. The Operator shall actively or passively prevent invalid clicking and thereby it protects the Traders against ineffective advertising. The Operator may increase the credit of the Trader, if it later recognises some its Displays or Clicks as invalid. The assessment of which Displays or Clicks are valid or invalid shall exclusively be made by the Operator.
- 2.15. The Operator shall not be responsible for the maintenance of data which the Trader enters into its ProductADS account. The Operator shall not provide the data on campaigns to a third party, with the exception of its servicing partners, but for purposes of data backup and development of the system only. The Operator shall not use the particular data from the campaigns of the Trader otherwise but for the purposes of technical support and global analyses. The Operator shall not guarantee uninterrupted availability of the Interface for the Trader.
- 2.16. In the case that the Trader uses versions of the ProductADS marked as BETA, it acknowledges the fact that it acts under its own responsibility and the Operator shall not be liable for the functionality of such BETA versions, for results of decreased functionality or non-functionality, results of use of such BETA

Billing address:

Heureka shopping, s.r.o.,
Karolinská 650/1, 186 00 Praha 8
Czech Republic
IČO: 023 87 727 DIČ: CZ 023 87 727

Correspondence address and main office:

Heureka shopping, s.r.o., - Palác Syner
Rumunská 655/9, 460 01 Liberec 4
Czech Republic

versions by the Trader, as well as liability for eventual harm which the Trader causes to itself or to any third parties by use of a BETA version.

- 2.17. The Operator is entitled to perform maintenance of the ProductADS Service and for such purposes it is entitled to limit operation, or even to entirely interrupt operation (lockout), even without prior notification to Traders.

3. Final Provisions

- 3.1. The Trader, who is a natural person, hereby provides the Operator with express consent to the processing of personal data in compliance with Law No. 101/2000 Coll., on Personal Data Protection and on Change of Some Laws, as amended (hereinafter only as the "PDPL"), if such personal data is inserted by the Trader into the ProductADS Service. The Trader therefore provides such consent in compliance with the provision of § 5 of the PDPL to the processing of the personal data provided by him/her and other data. The consent to the processing of data shall be provided for an indefinite period, provided that such consent may be withdrawn by the Trader any time free-of-charge at the Operator, at the address of the seat of the Operator. The Operator also guarantees further rights mentioned in the provision of § 11 and § 21 of the PDPL to the Trader. The Operator shall be hereby obliged, immediately after delivery of the withdrawal of the consent, to remove all the personal data relating to the respective person from the ProductADS Service. In the case of removal of the personal data, upon the request of the Trader, the Operator is not liable for the enforceability of the data inserted into the ProductADS account by such a Trader. The Trader acknowledges that in the case of removal of its (his/her) personal data from the system of the ProductADS Service, the Operator might not be entirely or partially able to provide the required service.
- 3.2. Issues not regulated by these Business Terms and Conditions shall subsidiarily be regulated by the respective legal regulation, particularly Law No. 89/2012 Coll., the Civil Code, even the Business Terms and Conditions of the portal called Heureka (<https://www.heurekashopping.cz/pro-obchodni-partnery/podminky-pouzivani>). In the case that any of the provisions of these Business Terms and Conditions are invalid or ineffective due to any reason, such a circumstance shall not cause invalidity or ineffectiveness of any other parts of the Business Terms and Conditions.
- 3.3. The Operator shall not be liable for any harm which occurs to the Trader, if the Trader is not timely informed of any eventual changes of any of the hereinabove mentioned services, just because it does not use one of them.
- 3.4. The Operator is entitled to change the Business Terms and Conditions or any their appendices in reasonable extent, even without prior notification, particularly due to changes of legal rules, technological changes affecting, e. g. communication with Traders, changes of prices, etc.
- 3.5. These Business Terms and Conditions shall become effective as of 12. 9. 2017.

Billing address:

Heureka shopping, s.r.o.,
Karolinská 650/1, 186 00 Praha 8
Czech Republic
IČO: 023 87 727 DIČ: CZ 023 87 727

Correspondence address and main office:

Heureka shopping, s.r.o., - Palác Syner
Rumunská 655/9, 460 01 Liberec 4
Czech Republic