



General Terms and Conditions

REGISTERED OFFICE	Velehradská 1301/17, 130 00 Prague 3 – Vinohrady
COMPANY ID / VAT ID	05150574 / CZ05150574
REGISTRATION	Municipal Court in Prague, Section C, Insert 259029
CONTACT	vejvodova@kiwigroup.cz · www.kiwigroup.cz

I. Introductory provisions - definitions of terms

Intermediary, also Supplier (hereinafter the "Intermediary") — Vejvodovi KIWI Group s.r.o. is a service company arranging clients' media campaigns across all media channels (TV, radio, print, cinema, online, outdoor and PR). The Intermediary further offers in particular the representation and trading of advertising space, the creation of tailor-made advertising campaigns, the purchase of media space, the provision of complete client service to the represented media and to campaign advertisers, and the finding of suitable space for advertising.

Vejvodovi KIWI Group s.r.o. also provides its clients – Advertisers with further service activities unrelated to presentation campaigns, such as the arranging of financial or process consultancy.

Advertiser, also Interested Party or Orderer (hereinafter the "Advertiser") of the arranged services is a natural or legal person, a direct customer or an advertising or media agency, ordering a service from the partners represented by the Intermediary.

Service — a time-limited performance of the Advertiser, based on the specification set out in the contract or in the order.

Force majeure — circumstances defined in Article VI(2) of these Terms.

Advertising materials (also just "materials") — technical materials provided by the Advertiser, which must meet the requirements set out in these General Terms and Conditions and in the technical conditions of the relevant medium. The technical conditions for the delivery of materials (in particular formats, dimensions, technical parameters and delivery deadlines) will be provided by the Intermediary to the Advertiser on request; these conditions may differ according to the medium and the type of campaign and may be set by the operator of the given medium. The Advertiser – client, and not the Intermediary company Vejvodovi KIWI Group s.r.o., is responsible for the content, which must comply with the statutory conditions for placing commercial communications in the media in the Czech Republic.

II. Subject of the contract

The subject of the contract is the Intermediary's obligation to provide the Advertiser with services of the required quality and scope and at the agreed price, and the Advertiser's obligation to pay duly and on time for the performance thus provided.

III. Order requirements

1. Advertising (hereinafter also "advertisement") is accepted solely on the basis of a valid concluded contract; a binding order of the Advertiser, made even electronically and confirmed by the Intermediary with the stated specifications of the ordered service, is also considered the conclusion of a contract.
2. The order must contain all the requirements required by the Intermediary, i.e. in particular the exact specification of the ordered service (date of performance, definition of the service, price of the service and quantity of the ordered service) and all necessary identification data of the Advertiser and the Intermediary.

3. The Advertiser delivers the order in written form to the representative's address by electronic mail or by post. As proof of receipt of the order, the Intermediary confirms receipt of the order and also confirms the date of performance of the ordered service and its price.
4. By confirming the order or contract, the Advertiser bindingly undertakes to fulfil its content and to make payment, since immediately after confirmation of the order the Intermediary carries out its obligation under the order – in particular the provision of services and the purchase of media space.
5. The Advertiser is responsible for the data stated in the order.

IV. Process of assigning a service and an order

1. The Advertiser of the service is solely responsible for the timely and error-free delivery of the materials to the Intermediary, and for their quality and integrity.
2. The materials must be delivered to the Intermediary no later than four working days before the planned start of the service. If the materials are not delivered on time, the Intermediary is entitled to reduce or otherwise adjust the volume of the ordered service if there is insufficient capacity to fully satisfy the Advertiser's order. In such a case the Advertiser is not entitled to a discount on the price in the event of a change in the volume or position of the ordered service.
3. The Advertiser is entitled to change the materials during the performance of the service, but at most once every five days. The new materials must meet the same conditions and have parameters identical to the original materials with which the service was started. The Advertiser is obliged to provide the new materials to the Intermediary at least three working days before their required deployment.
4. The Intermediary reserves the right to return the materials to the Advertiser for revision, in particular if the materials were manifestly non-compliant in content with the statutory norms of the Czech Republic. The Intermediary has the right to refuse an order or materials even without reason where the Intermediary has reasonable suspicion that they are contrary to applicable legislation, good morals and customs, or that they conflict with the Intermediary's business interests, or are capable of damaging its good name. When assessing the materials, the Intermediary is guided in particular by the recommendations and ethical codes of the segment of the ordered service.
5. The Intermediary is obliged to notify the Advertiser of the rejection of an order or material without undue delay.
6. The Intermediary bears no liability whatsoever for the materials (neither for their content nor for their technical quality) nor for their truthfulness, handed over to it by the Advertiser. The Intermediary passes these materials on to the ordered medium and thus becomes merely the intermediary of the service hand-over between the Advertiser and the medium.
7. The Intermediary bears no liability for errors in the order or for an incorrectly placed order, with the exception of manifest errors.

V. Price and payment terms

1. The price will be determined on the basis of the Intermediary's contractual price list valid on the day of the binding order of the service. The prices stated in the price list do not include value added tax, which will be charged at its current rate. In the case of a special or atypical service whose price is not stated in the price list, this price must be determined contractually by agreement of both parties.
2. The tax document (hereinafter the "invoice") must contain the requirements required by law.
3. The invoice is due within 14 days of the date of its issue, unless otherwise agreed by the parties and stated on the invoice.
4. The Intermediary (Supplier) is entitled to grant the Advertiser (Orderer) a discount on the service activity and a discount on the price of the purchase of media space. The discount is always quantified by the Intermediary on the order or in the contract. The discount is granted to the Advertiser (Orderer) provided that the Advertiser (Orderer) pays the invoice sent by the Intermediary (Supplier) within the due period.
5. In the event of delay in payment of the invoice, the Intermediary is entitled to claim from the Advertiser a contractual penalty of 0.1 % of the amount owed for each commenced day of delay. Payment of the contractual penalty does not extinguish the Intermediary's entitlement to statutory default interest.

VI. Liability and force majeure

1. The Intermediary is liable for the proper provision of the agreed services to the extent set out in these General Terms and Conditions and in the relevant contract or order. The Intermediary is not liable for the content, truthfulness or technical quality of the advertising materials supplied by the Advertiser (see Article IV(6)).

2. The Intermediary is not liable for failure to perform, or for delay in performing, its obligations where prevented by force majeure, i.e. an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will (Section 2913(2) of Act No. 89/2012 Coll.). For the duration of such an obstacle, performance of the affected obligations is suspended; if performance subsequently becomes impossible, the obligation is extinguished to the extent of the impossible performance (Section 2006 of the same Act). The parties shall inform each other without undue delay of the occurrence and cessation of the force majeure circumstances.
3. The obligation to compensate damage arising from a breach of a contractual duty is governed by Section 2913 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended.

VII. Protection of personal data

1. The processing of personal data is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the General Data Protection Regulation, "GDPR") and by Act No. 110/2019 Coll., on the processing of personal data, as amended.
2. The Intermediary processes the Advertiser's personal data in particular for the purpose of concluding and performing the contract (Article 6(1)(b) GDPR), fulfilling its legal obligations, in particular accounting and tax obligations (Article 6(1)(c) GDPR), and its legitimate interests (Article 6(1)(f) GDPR).
3. Detailed information on the processing of personal data, including the purposes, retention periods and the rights of data subjects, is set out in the Privacy Policy available at www.kiwigroup.cz.

VIII. Final provisions

1. Legal relationships not governed by these General Terms and Conditions are governed by the law of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.
2. Any disputes shall be resolved by the parties primarily amicably; failing agreement, the courts of the Czech Republic have jurisdiction to decide them. Where the Advertiser is a consumer, this is without prejudice to the rights arising from the mandatory provisions of consumer-protection legislation.
3. The Intermediary is entitled to amend or supplement these General Terms and Conditions. For a specific order or contract, the wording in force on the day the binding order is made is decisive.
4. If any provision of these Terms is or becomes invalid or ineffective, this does not affect the validity and effectiveness of the remaining provisions.
5. These General Terms and Conditions take effect on 1 August 2026.

Note: This is an English translation provided for the reader's convenience. The Czech version of these General Terms and Conditions is the legally binding text.