

## General Terms and Conditions for Media Commercial Communications Sales on Rádio Expres Frequencies and Related Websites, effective from November 8, 2018

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EXPRES MEDIA k. s. (hereinafter "EXPRES MEDIA") is a subsidiary of D.EXPRES, k.s. and radio program service broadcaster Rádio Expres (hereinafter "Rádio Expres") and, as its media representative, is the sole and exclusive provider of media commercial communications services on Rádio Expres's frequencies and associated websites, particularly [www.expres.sk](http://www.expres.sk) and its subpages (hereinafter "commercial communications").

These General Terms and Conditions govern technical, formal and financial terms of commercial communications sales and, together with Rádio Expres's current advertising rates, constitute an integral part of each and every Commercial Communications Services Agreement at Rádio Expres (hereinafter referred to as the "Agreement").

### Definition of commercial communications products

**Media commercial communications** is audio information which directly or indirectly promotes goods and services, including immovable property and the rights and duties or good reputation of an individual or legal entity, or whose intention is to achieve another impact to be observed by a customer. Media commercial communications includes in particular advertising, sponsorship, product placement and longer advertising messages.

**Advertising** is a public announcement broadcast in return for payment or similar consideration which aims to promote the sale and purchase of goods or services. This includes products such as advertising spots, advertising announcements, sponsored messages, promotional contests, longer advertising messages and others.

**Advertising spot** is an audio file containing a customer's presentation or their product or service, using words, music and other sounds regardless of whether the recording of the performance or work is protected by copyright law. Tandem spot are two commercials for a specific customer placed in one advertising block.

**Advertising announcement** is information read out which relates mainly to different temporary events taking place at a particular date and time. The message cannot use dialogue, skits or sound effects, and is read by a single voice (standard Rádio Expres voices are used for these purposes) and the standard Rádio Expres music background is used therein. A product scheduled for a maximum two (2) weeks of broadcast can be considered a message, where any longer schedule would classify the advertising announcement as an advertising spot.

**Sponsored messages** mean a scheduled advertisement approved in writing beforehand by EXPRES MEDIA, where broadcasting material is pre-produced at Rádio Expres on the basis of a customer's documents and cannot last longer than two (2) minutes.

**Sponsorship** is consideration intended for direct or indirect financing of a program and/or, programming services with the aim of promoting a name or business name, trademark, good reputation, merchandise or activities of a legal entity or individual who provides such consideration. Sponsored messages are not allowed to have the character of an advertising spot, i.e. it cannot encourage the clients to buy a product or a service or contain any specific promotional parts – any call to action messages, any efficiency and quality product references.

**Special commercial products** are commercial communications products designed specifically on the basis of a customer's requirements (longer advertising messages, promotional contests, custom-made promotions, longer sponsored messages and other products).

**WEB advertisement** includes any and all forms of Internet advertising available on Rádio Expres's website [www.expres.sk](http://www.expres.sk) and its subpages or on related websites (hereinafter the "website").

## **1. Ordering commercial communications services**

- 1.1. EXPRES MEDIA accepts binding orders from individuals or legal entities, including advertising and/or media agencies (hereinafter the "Customer").
- 1.2. A written order must be delivered via post, courier, fax or e-mail. This method of delivery shall be applied in all cases unless otherwise agreed between the parties or unless anything else results from the nature of matters, though the Customer must deliver a binding order in writing, if this is requested by EXPRES MEDIA.
- 1.3. The order must include the following:
  - Customer's exact name (business name) or name and surname;
  - Customer's registered office/permanent address;
  - Company ID, VAT registration number, tax registration certificate for the customer, bank and account number;
  - Customer's postal address unless it is the same as the Customer's registered office;
  - Exact name of the Customer's specific client requesting commercial communications;
  - Specification of commercial communication with respect to the broadcast period and time, footage;
  - Price calculation;
  - Exact data on the carrier being used, its name and application, "accompanying" commercial communications product documentation;
  - Date the order was issued;
  - Signature and/or stamp of the Customer or a responsible representative authorized to act on their behalf, where EXPRES MEDIA has the right to demand a written power of attorney with an officially certified signature.
- 1.4. EXPRES MEDIA is entitled to require a Customer that is an advertising and/or media agency to provide exclusive written authorization for ordering commercial communications services on Rádio Expres's website, issued by a specific client of the agency for that purpose.
- 1.5. If the order does not include all required items, EXPRES MEDIA has the right not to accept the order, notifying the Customer thereof without undue delay.
- 1.6. EXPRES MEDIA is also entitled to refuse an order or to withdraw immediately from an already accepted order or the Agreement in the following cases:
  - Where the Customer is bankrupt or a petition of bankruptcy has been filed against them;
  - Where, in the judgment of EXPRES MEDIA, broadcasting or making commercial communications available could violate the laws of the Slovak Republic or breach Rádio Expres's duties;
  - Where, in the judgment of EXPRES MEDIA, broadcasting or making commercial communications available could infringe the rights or legitimate interests of third parties, EXPRES MEDIA and/or Rádio Expres, including rights to protect their good names and reputations;
  - Where in the judgment of EXPRES MEDIA, commercial communications could be considered vulgar and/or a breach of good morals or common rules of decency;
  - Where the Customer has failed to settle invoices from EXPRES MEDIA for previous periods in a due and timely manner or has failed to settle an advance within three (3) working days from the first confirmed broadcast or availability of commercial communications;
  - Where parts or the entirety of a Radio Expres broadcast have been imitated or simulated and/or where existing or past names of programs, columns or other broadcast elements have been used;
  - Regarding the origin, content or form of commercial communications, due to programming reasons, especially when the Customer fails to comply with stipulated footage;
  - Subject of commercial communications will be value added services or other product/campaign related to the obligation to pay by SMS, unless special permission from EXPRES MEDIA;
  - Where the Arbitration Committee of the Slovak Advertising Standards Council finds a breach of Ethical Principles of Advertising Practice.

- 1.7. EXPRES MEDIA also reserves the right to refuse an order delivered less than five (5) working days before the first planned broadcast or availability of commercial communications.

## **2. Entering into a contractual relationship for Rádio Expres to provide commercial communications services**

- 2.1. A contractual relationship on Rádio Expres's provision of commercial communications services is entered into:
  - 2.1.1. On the date when the customer is notified of the order's acceptance, if EXPRES MEDIA accepts an order that includes all required items and there is also no known reason to refuse it;
  - 2.1.2. On the date shown on the Commercial Agreement for Rádio Expres to provide commercial communications services, which EXPRES MEDIA will send to the Customer pursuant to a duly received order, if this order is accepted by EXPRES MEDIA; such Agreement signed by the Customer must be delivered to the EXPRES MEDIA headquarters within 5 business days and no later than 1 business day before the first scheduled broadcast or commercial communication. In the event of a higher demand for advertising blocks, EXPRES MEDIA is entitled to request the delivery of the signed Agreement from the Customer within 3 business days after such a request is made. Any commercial agreements sent to the Customer which will not be signed by them and subsequently received before the aforesaid 5-day period expires shall not be binding upon EXPRES MEDIA and shall henceforward be disregarded;
  - 2.1.3. On the date agreed between the parties, where they have entered into a special Agreement for Rádio Expres to provide commercial communications services; in such an agreement, the parties can usually stipulate conditions for services to be provided that differ from these General Terms and Conditions.
- 2.2. By entering into a contractual relationship for Rádio Expres to provide commercial communications services pursuant to 2.1, the Customer concurrently confirms that they are familiar with these General Terms and Conditions, understand them, are fully aware of them, have no objection to them and accept them.
- 2.3. A Customer wishing to withdraw from the Agreement shall be obliged to notify EXPRES MEDIA in writing thereof no later than two (2) calendar weeks before the first confirmed broadcast or availability, without thereby prejudicing any claim to reimbursement of costs already incurred by EXPRES MEDIA. Where the Customer does so later, they shall be obliged to pay a penalty fee to EXPRES MEDIA under the following conditions:
  - 2.3.1. If the Customer withdraws from the Agreement less than two (2) calendar weeks before the first confirmed broadcast or availability of commercial communications, the Customer shall be obliged to pay severance, i.e. a contractual penalty amounting to 50% of the volume of the entire order. Such a contractual penalty shall be paid by the third (3rd) day subsequent to receipt of an invoice from EXPRES MEDIA whose subject is payment of a contractual penalty under these General Terms and Conditions;
  - 2.3.2. If the Customer withdraws from the Agreement less than two (5) working days before the first confirmed broadcast or availability of commercial communications, the Customer shall be obliged to pay severance, i.e. a contractual penalty amounting to 100% of the volume of the entire order. Such a contractual penalty shall be paid by the third (3rd) day subsequent to receipt of an invoice from EXPRES MEDIA whose subject is payment of a contractual penalty under these General Terms and Conditions;

## **3. General price conditions**

- 3.1. Current WCC rates for EXPRES MEDIA commercial communications products constitute an integral part of these General Terms and Conditions. VAT shall be added to prices shown in current rates in accordance with applicable laws in the Slovak Republic. Any changes in advertising rates shall be published by EXPRES MEDIA no later than 4 weeks before they become effective.

- 3.2. The base for calculating the price for a broadcast is the length (footage) of the commercial communications product stated in the current advertising rates, calculated using the relevant coefficient (spot index). In the case of any overrun in the length of a commercial communications product stated in the advertising rates, the nearest longer footage in the range of coefficients shall be considered the base for calculating the price. Where the Customer fails to comply with footage which they have ordered, EXPRES MEDIA shall have the right not to broadcast the ordered product and charge a contractual penalty amounting to 100% of the volume of the entire order. Such a contractual penalty shall be paid by the third (3rd) day subsequent to receipt of an invoice from EXPRES MEDIA whose subject is payment of a contractual penalty under these General Terms and Conditions.
- 3.3. In the case of commercial communication products whose prices are not shown in current advertising rates, the price will be determined on the basis of calculations to be submitted to the Customer, where these calculations shall take precedence over prices listed in advertising rates and will be subject to mutual agreement.
- 3.4. Commercial communications products will be scheduled for broadcast by Rádio Expres website based either on the order and in accordance with current advertising rates, or on conditions separately stipulated in the Agreement. EXPRES MEDIA reserves the right to move a scheduled inclusion in the broadcast to a new time within 60 minutes of the original time on the grounds of programme or technical issues or because of force majeure without the need to inform or reach an agreement with the Customer. If the scheduled inclusion in the broadcast is moved by more than 60 minutes, EXPRES MEDIA will inform the Customer and consult such changes with the Customer; however, EXPRES MEDIA is entitled, in the event that it is unsuccessful in contacting the Customer, to decide on how to move the scheduled inclusion, while giving such a move an adequate consideration. EXPRES MEDIA guarantees that the Customer will only pay rates for actual broadcasting or availability of commercial communications and any such change in confirmed scheduling shall not be considered a breach of the Agreement by EXPRES MEDIA.
- 3.5. EXPRES MEDIA may provide a commission of 15% of the total amount (price list prices) to advertising and/or media agencies after the deduction of all other discounts, provided that the Customer has advertising and promotional activity as the subject of their business activity and purchases advertising space for a third party.

#### **4. Price surcharges**

- 4.1. In the event of a higher demand for advertising blocks during any one week of the year, EXPRES MEDIA charges a 10% surcharge in addition to the valid price list prices throughout the week in question from 07:00 to 17:00 for a nationwide broadcasting and broadcasting in the Bratislava and Eastern Slovakia regions. This surcharge does not apply to other time slots or to broadcasting prices in the Central Slovakia, Western Slovakia and Zilina regions.
- 4.2. In the case of co-branding (i.e. promoting every additional order and/or specific client/product/brand), EXPRES MEDIA shall add a 20% surcharge to prices in its current advertising rates. EXPRES MEDIA has the right either to refuse a customer's requirement for commercial communications product content, or to adjust the conditions for providing it.
- 4.3. For customers who request product exclusivity, EXPRES MEDIA shall add a 30% surcharge to prices in its current advertising rates. EXPRES MEDIA has the right to refuse a requirement by a customer for product exclusivity or to modify conditions for providing it.
- 4.4. For positioning by the Customer of an advertising spot in an advertising block, EXPRES MEDIA shall add a 30% surcharge to prices in its current advertising rates. "Requested positioning" means the first or last position in an advertising block or any other requested positioning within the advertising block.

- 4.5. EXPRES MEDIA will add a 50% additional charge to standard prices in a current advertising rate cards for placement of the advertising spot in a special advertising block (outside of standard advertising blocks).
- 4.6. When sponsoring a programme other than the traffic or weather news, EXPRES MEDIA charges a 50% surcharge, which is added to the price of a nationwide advertising spot in a given time slot.
- 4.7. In the case of tandem spots (two advertising spots placed by a specific client in one advertising block), the price shall be calculated separately for each spot.
- 4.8. Where several surcharges are applied together, these surcharges shall be cumulatively.

## **5. Discounts**

- 5.1. EXPRES MEDIA provides volume discounts on orders in the scope and under the conditions mentioned in current advertising rates. The basis for acknowledging volume discounts is the total contracted price within one order.
- 5.2. In the case of preagreed volumes for consideration, a volume discount agreed by the customer will be stipulated in a separate agreement.
- 5.3. It is not possible to apply any further conditions or discounts on top of special EXPRES MEDIA offers.

## **6. Media cooperation**

- 6.1. In the case of media cooperation between EXPRES MEDIA and the Customer, the Customer shall secure exclusivity for Rádio Expres among radio programming stations located in the Slovak Republic, unless otherwise expressly agreed.
- 6.2. The Customer shall undertake to place Rádio Expres's color logo and/or visual or other agreed logo and/or visual on all materials related to a promoted event/activity at the event's venue and at all accompanying events or activities, in compliance with Rádio Expres's design manual.
- 6.3. Each and every positioning of Rádio Expres's logo and/or visual or another agreed logo and/or visual shall be provided by the sponsor to EXPRES MEDIA for approval within a sufficient span of time, and EXPRES MEDIA shall be provided at least 24 hours to express its opinion thereof. Consequently, the Customer shall consider any comments expressed by EXPRES MEDIA and expend maximum effort to incorporate its comments therein.
- 6.4. After the promoted event/activity ends, the Customer shall send to EXPRES MEDIA a complete photo documentation of Radio Expres's color logo and/or visual or other agreed logo and/or visual used. If the customer fails to fulfill that duty, EXPRES MEDIA shall be entitled to demand such photo documentation from the Customer and the Customer shall promptly submit such documentation.
- 6.5. The Customer undertakes to inform EXPRES MEDIA promptly about any and all other partners in the event/activity, where EXPRES MEDIA shall have the right, in the event of any conflict with its own interests or in other cases, to withdraw anytime and without cause from the media partnership.
- 6.6. The maximum allowed number of partners in an event/activity which may be presented in a radio spot is three, unless otherwise expressly agreed.
- 6.7. In the case of any failure to comply with conditions under this Article, EXPRES MEDIA shall have the right to demand from the Customer a contractual penalty in the following amounts:
  - 6.7.1. €16,000 (sixteen thousand euros) for breach of duties under Point 6.1 or 6.5;

6.7.2. €3,320 (three thousand three hundred twenty euros) for each single breach of duties under Points 6.2-6.4;

6.8. In the case of media cooperation, EXPRES MEDIA reserves the right to move the advertisement broadcast to other time slots at the time of an increased demand for existing advertising blocks, while keeping the cost of the original broadcast. In the case of media cooperation, it is not possible to include products in the broadcast during business days from 07:00 to 09:00.

## **7. Invoicing**

7.1. EXPRES MEDIA issues every month a final invoice, from which any advance payment remitted in pursuance of a pro forma invoice is deducted, no later than fifteen (15) days from the date of taxable supply. Invoices mature on the fourteenth (14th) day subsequent to the issue thereof, unless otherwise stipulated in these General Terms and Conditions or otherwise stipulated in the Agreement. Liquidated damages are due within 3 days of receipt of the invoice EXPRES MEDIA, which is subject to payment of liquidated damages pursuant to these General Terms and Conditions.

7.2. EXPRES MEDIA has the right to request payment for services ordered in advance (up to 100% of the total order based on a decision by EXPRES MEDIA). The Customer shall be obliged to settle any pro forma invoice before the date the advance payment determined by EXPRES MEDIA is due (though an advance payment is due within three (3) working days prior to the first confirmed broadcast of availability of commercial communications. The invoice shall be considered to have been settled when the amount is credited to EXPRES MEDIA's account. Where an invoice has not been settled before its due date, EXPRES MEDIA shall have the right to charge a contractual penalty amounting to 100% of the volume of the entire order. Such a contractual penalty shall be paid by the third (3rd) day subsequent to receipt of an invoice from EXPRES MEDIA whose subject is payment of a contractual penalty under these General Terms and Conditions.

7.3. Any bank fees resulting from the transfer of payments from outside the Slovak Republic shall be borne by the Customer. Only amounts which have been credited to the account of EXPRES MEDIA may be regarded as having been paid.

7.4. A customer with no registered office, permanent address, business unit, permanent establishment or business operated by a non-resident legal entity in the Slovak Republic shall explicitly state such in the order or in the Agreement. The Customer undertakes to notify EXPRES MEDIA promptly of any change in their legal position in the Slovak Republic, as opposed to the position confirmed in their order or in the Agreement. This representation is provided especially for the purpose of avoidance of doubt regarding exclusion of indirect taxation on services from EXPRES MEDIA provided to anyone outside the Slovak Republic, by means of value added tax. In the case of any failure to fulfill this obligation, the Customer shall bear responsibility for any and all damages incurred in the causal relationship.

7.5. The Customer is considered to be in arrears if they fail to settle an invoice in a due and timely manner. For each day in arrears of paying an invoice, EXPRES MEDIA shall have the right to charge the Customer interest on arrears amounting to 0.05% of the outstanding amount.

7.6. EXPRES MEDIA is entitled to unilaterally set off any contractual penalty charged under the General Terms and Conditions or the Agreement against an advance payment or, where applicable, any other monetary claims against the Customer.

## **8. Broadcast material**

8.1. Whenever the Customer provides EXPRES MEDIA with any documents for broadcast/positioning, the Customer shall undertake to have their content, format and manner comply with applicable laws of the Slovak Republic, good morals, rules of decency, business practices regarding fair competition and Ethical

Principles of Advertising Practice issued by the Slovak Advertising Standards Council. The Customer concurrently undertakes to ensure and take heed that the broadcast of any content they have supplied does not interfere with the rights and legitimate interests of third parties, EXPRES MEDIA and/or Rádio Expres. Any Customer who breaches this obligation shall compensate EXPRES MEDIA in this respect for any and all costs incurred and damage thereby caused. Any claim for indemnification shall at all time include any third party claims exercised against EXPRES MEDIA and/or Rádio Expres due to false representation regarding settlement of intellectual property rights, an obligation by the Customer to compensate the amount which EXPRES MEDIA and/or Rádio Expres has paid or should pay by virtue of a final decision from the Council for Broadcasting and Retransmission to impose a fine, or from a final decision by the Court issued as a consequence of the Customer or a specific client breaching those obligations. Any claim for indemnification which has not been settled shall not be thereby prejudiced. At the request of EXPRES MEDIA, the Customer shall prove that documents do not conflict with conditions in specific cases, e.g. with legal regulations governing the use of the national language or any minority languages, with conditions for the operation of games of chance and the like. If the documents supplied do not meet all requirements above, EXPRES MEDIA shall have the right to refuse them and ask the Customer to modify them. In the case of failure to comply with this requirement, EXPRES MEDIA shall have the right to refuse to broadcast the ordered commercial communication.

- 8.2. The Customer shall concurrently add their accompanying documents (commercial communications product content). This documentation includes information regarding the author of the music/text and the title of a piece of music and its footage. The Customer declares that they have settled all rights with the authors and performers of the supplied content at least in the scope and method in the order or Terms of Use Agreement. The Customer further declares that they have ensured intellectual property rights to all documents they have provided/are providing EXPRES MEDIA to meet commitments are not encumbered by either other third party rights that would prevent their proper use or other legal defects. The Customer, by forwarding applicable documents, grants MEDIA EXPRES consent to use the work it has provided/is providing under this Point to the provider in the scope, time and territory necessary to meet EXPRES MEDIA's commitments, with the option of granting copyright/sublicensing to Rádio Expres. At EXPRES MEDIA's request, the Customer is required to furnish demonstrable evidence that rights have been settled. In the case of false representation under this Point, EXPRES MEDIA and/or Rádio Expres bears no liability and the Customer promptly undertakes to settle all possible claims at their own expense and to compensate EXPRES MEDIA for any costs and/or damage caused in this respect.
- 8.3. The Customer undertakes promptly and fully to settle all possible damages caused by a conflict between provided documents and either an entered into agreement or legal regulations, and concurrently to declare that they accept responsibility for settling claims so exercised by third parties. EXPRES MEDIA is concurrently entitled not to schedule such supplied content for broadcast and simultaneously to withdraw from the Agreement with immediate effect, without prejudicing any claim by EXPRES MEDIA for indemnification.
- 8.4. Where EXPRES MEDIA produces commercial communications products itself, the price for production thereof shall be agreed depending on the nature, footage and demands of the product, unless the price is shown in advertising rates. If the Customer insists upon changing/modifying the product after it has been approved by the Customer, EXPRES MEDIA shall have the right to add a surcharge up to 100% of the originally agreed price for producing the product.
- 8.5. Material for the broadcast shall be provided by the Customer to EXPRES MEDIA no later than three (3) working days, in the case of an audio recording of the produced spot, and 5 working days, in the case of text, before the first confirmed broadcast date. The Customer shall concurrently supply a schedule for broadcasting individual advertising spots in the case where more alternative creations will be broadcast as part of a single order. In the case of an audio recording, a professional quality recording shall be supplied on CD, in USB memory devices or in an e-mail with a maximum size of 2 MB. Recording formats are wav – 44.1 kHz/16 bit, stereo – and MP3 – 44.1 kHz/16 bit, stereo and a minimum bit rate of 256 Kbps, ideally 320 Kbps. The recording may be modulated to a maximum level of 0.5dBfs. If the material for the broadcast does not meet all agreed requirements, EXPRES MEDIA returns the material and in

such a case the closing time for receiving the final product versions for the next business day is 14:00, on Fridays and before the holidays at 12:00.

- 8.6. Where the Customer fails to comply with conditions under Point 8.5, EXPRES MEDIA shall not be responsible for quality and any defects in commercial communications broadcast or made available. In addition, any consequences resulting from changes to the contracts in case of non-compliance with the delivery deadlines or finished advertising spots are borne by the Customer.
- 8.7. In the case of any failure to comply with the obligation in Point 8.5, EXPRES MEDIA shall have the right to impose a contractual penalty amounting to 100% of the volume of the affected order. Such a contractual penalty shall be paid by the third (3rd) day subsequent to receipt of an invoice from EXPRES MEDIA whose subject is payment of a contractual penalty under these General Terms and Conditions. EXPRES MEDIA is entitled to unilaterally set off this contractual penalty against any advance payment or, where applicable, any other monetary claims against the Customer.
- 8.8. EXPRES MEDIA reserves the right to add a 50% surcharge to the agreed price for producing products in the case where documents for production are provided less than three (3) working days prior to first broadcast or availability.
- 8.9. EXPRES MEDIA reserves the right to add a 100% surcharge to the agreed price for producing products in the case where documents for production are provided less than twenty-four (24) hours prior to first broadcast or availability.
- 8.10. If the Customer is interested in a further use or dissemination of commercial communication products created by EXPRES MEDIA, the Customer is obliged to settle all legal and financial matters with EXPRES MEDIA (to obtain a permission for the use of the product) through a separate agreement and by reimbursing the copyright/sublicense fees charged from 30% of the cost of manufacturing of a commercial communication product when used on one additional radio station or throughout own network of operations for one year. When used on multiple radio stations, the cost of copyright/sublicense is multiplied by the number of radio stations unless the Parties agree otherwise. If the Customer is interested in an unrestricted use or dissemination of commercial communication products created by EXPRES MEDIA on other radio stations, the price for one year of a radio copyright/sublicense will be subject to a separate agreement. If the customer wants to use a commercial communication product in a medium other than a radio/own network of operations, the terms of use and distribution will be subject to a separate agreement.
- 8.11. EXPRES MEDIA reserves the right to change the text of advertising announcements which contain information in the first person singular or plural (where an impression may be created that the product/service presented therein is recommended directly by Rádio Expres).
- 8.12. If the Customer decides to change the motif in the commercial communications product or to deploy another version of the product less than 3 working days before the first planned broadcast or availability thereof, EXPRES MEDIA shall have the right to refuse to make such a change, even if it does not affect the validity, duration and scope of the Customer's obligation to EXPRES MEDIA.
- 8.13. If action taken by the Customer, especially as a result of content in provided documents, causes costs to be incurred by EXPRES MEDIA or damage in the form of sanctions, fines or indemnification claimed by a third party whose rights have been prejudiced or infringed (e.g. due to failure to settle intellectual property rights), the Customer shall undertake to settle promptly and in full any costs or damage thereby caused to EXPRES MEDIA upon notice by EXPRES MEDIA.
- 8.14. Contracting parties agreed that if Radio Expres (the Broadcaster) is subject to a fine pertaining to the content and form of media commercial communication requested by the Customer, the amount of the fine imposed and costs related to the required remedies are deemed to constitute a damage to EXPRES MEDIA, and the Customer undertakes to pay these in full, without any delay, upon the request of EXPRES MEDIA.



## **9. Closing provisions**

- 9.1. EXPRES MEDIA shall not be held responsible for any breach of the Agreement, delay, fault or damages caused by circumstances excluding liability. Circumstances excluding liability are considered to be civil unrest, war, legislative changes, weather, natural disaster, technical failure in connections or transmission, electrical outages or similar events (force majeure).
- 9.2. EXPRES MEDIA is not liable for any possible damages resulting from a failure by the Customer to comply with the General Terms and Conditions.
- 9.3. EXPRES MEDIA reserves the right not to broadcast or to suspend confirmed broadcasting of commercial communications products at the Customer's expense in the event that the Customer fails to comply with these Terms and Conditions or the terms of the Agreement, and especially if any documents could interfere with the rights of others, or if broadcast or availability could violate the law or any other rules, or if the customer falls into arrears. Such action by EXPRES MEDIA does not breach the contractual relationship.
- 9.4. Contractually agreed broadcast times of media commercial communications on Rádio Expres or advertising space on websites cannot be exchanged between customers or their clients. No customer is entitled to transfer their obligations under the Agreement to a third party without EXPRES MEDIA's consent.
- 9.5. The Parties agree that all disputes arising from the Agreement or related therewith will be solved primarily by out of court settlement.
- 9.6. The parties agree that provisions of the Agreement and the rights and duties arising therefrom shall be governed by generally binding legal regulations in force within the Slovak Republic.
- 9.7. The Customer has read these General Terms and Conditions, agrees with them and declares that they will comply with them.