

Contract Terms and Conditions for Zboží.cz service

The contract terms and conditions laying down the conditions of use of the Seznam Zboží.cz service provided by Seznam.cz, a.s.

The following text comprises the text for the “Contract Terms and Conditions”, which the customer using the Seznam Zboží.cz service agrees to comply with by approving them (hereinafter also the “**Contract Terms and Conditions**”). In case of violation of the Contract Terms and Conditions by any customer, the Seznam.cz, a.s company (operator of this service) may apply such measures against such customer that are contained in these Contract Terms and Conditions.

1. DEFINITIONS

1.1. The Seznam Zboží.cz service is a server that is used to search for internet shop offers. By means of sorting and filtering, prices can be compared, internet shop offers can be searched, and the availability of goods in stock can be checked. It is also possible to obtain information about the offered product range and provided services of individual internet shops, such as possible payment methods, delivery methods, etc. The Seznam Zboží.cz service is available at the internet address (URL): <https://www.zbozi.cz> (hereinafter “**Seznam Zboží.cz**”).

1.2. The operator of the Seznam Zboží.cz service is the company Seznam.cz, a.s., Company ID No.: 26168685, VAT ID No: CZ26168685, with its registered seat at Radlická 3294/10, Prague 5, Postal code 150 00, registered in the Commercial Registry maintained by the Municipal Court in Prague, File Number B 6493 (hereinafter also the “**Operator**”).

1.3. The customer of the Seznam Zboží.cz service is the registered user of the Operator’s services and, at the same time, the party awarding the offer on the internet server Zboží.cz (hereinafter the “**Customer**”), who, for the purpose of using the Seznam Zboží.cz service, shall register its E-shop with the Operator on the <https://www.zbozi.cz> website. For the purposes of the Seznam Zboží.cz service, the entities that mediate sales to third parties or entities operating internet servers that have the character of a price comparison device are not considered Customers. These entities are not entitled to post offers at the Zboží.cz server.

1.4. Offer means the offer of goods offered by the Customer on the website of the Customer’s E-shop, also displayed via the <https://www.zbozi.cz> server (hereinafter the “**Offer**”).

1.5. User means a user of the worldwide internet network who searches for and compares Offers at the Seznam Zboží.cz service (hereinafter the “**User**”).

1.6. Interface means a web administration interface that allows the use and setting of the Seznam Zboží.cz service to the Customer (hereinafter the “**Interface**”).

1.7. The details of the E-shop shall mean the page containing information about the particular Customer's E-shop which includes, in particular, the evaluation of the Customer by its customers, the E-shop logo, methods of payment, transport, information about the type of goods offered, collection points, etc. (hereinafter the "**E-shop Details**").

2. RULES OF SEZNAM ZBOŽÍ.CZ SERVICE USE

2.1. Based on the specified conditions, the Operator undertakes to display the Offer(s) on the Zboží.cz server and on other servers and services operated by the Operator according to the Customer's settings in the Interface or in its XML feed. The Operator shall make such Interface accessible to the Customer to make the settings of the Offers at the address <https://admin.zbozi.cz>. In the Interface, the Customer may set preference for its Offers, use the auction model for selected offers, financial limits and other features as specified by the Operator in the Interface.

2.2. Via the Seznam Zboží.cz service, Customers may also be offered additional services or goods in accordance with the Operator's Contract Terms and Conditions (e.g. Offer advantages/top-ups, etc.) (hereinafter "**Additional Services**"). However, the Additional Services do not form an integral part of the Seznam Zboží.cz service and the Operator reserves the right not to provide the Additional Services within the Seznam Zboží.cz service. The Operator does not allow Customers to offer their own Additional Services via the Seznam Zboží.cz service.

2.3. Offers will then be displayed (a) at the Zboží.cz server according to the search by the User, or (b) on other servers and services run by the Operator. The Operator shall determine the location/distribution of Offers at the Zboží.cz server, or at other servers and services run by the Operator, and their graphic appearance.

2.4. The Customer shall hand over to the Operator the contents of the Offer, in particular the photographs of the goods offered by the Customer and description of such goods. The Customer declares to be entitled to use the contents of the Offer and provide it to the Operator in order to display the Offer at the Zboží.cz server. If this Customer's statement proves to be untrue, the Customer undertakes to compensate the Operator for any damage incurred by the Operator as a result of the non-correctness of the Customer's statement. The Customer also grants permission to the Operator with respect to the Offer, in particular with respect to the photograph and description of the goods offered by the Customer, (a) to include it in the Operator's database of the Zboží.cz service and, (b) to use and publish it at other servers and services run by the Operator, both for commercial and non-commercial purposes. The Customer further declares that they are entitled to grant permission to the Operator according to the previous sentence and that they shall compensate the Operator for any damage caused to the Operator as a result of any non-correctness of this statement.

2.5. By publishing the Offer at the Seznam Zboží.cz service, the Customer agrees that the Offer, including all its elements, shall be made available to all users of the internet, both within the Seznam Zboží.cz service, and through other services of the Operator or the Operator's contractual partners. The Customer also agrees that the Operator is entitled to further use or provide the data constituting the contents of the Offer to their contractual partners.

2.6. The payments for use of the Seznam Zboží.cz service by the Customers shall be effected as payments from Customer credit in the Seznam Peněženka (Wallet) system.

2.7. The rules of the Seznam Peněženka (Wallet), which are available from the internet address (URL) <https://klient.seznam.cz>, shall apply to the top-up of the credit in the Seznam Peněženka (Wallet).

2.8. In the event that invalid clicks are made and the Operator evaluates that the above can be charged to the Operator (or technical limitations of the Seznam Zboží.cz system), the amount of invalid clicks shall be provided to the Customer in the form of a substitute credit by crediting it to the Customer's account entered in the Seznam Peněženka (Wallet) system within two business days of the verification, unless otherwise specified.

2.9. In compliance with these Contract Terms and Conditions, the Operator reserves the right to suspend or prevent the release of Offers to a Customer with insufficient credit in the Seznam Peněženka (Wallet) system for payment for the selected service of Seznam Zboží.cz. The Operator bears no responsibility for non-display of Customer Offers for the reason of exhausted Customer credit in the Seznam Peněženka (Wallet) system.

2.10. These Contract Terms and Conditions also include the rules for internet shops for the Offers of Customers (hereinafter "**Rules for Internet Shops**"), to which the Customer agrees to comply with by acceptance of these Contract Terms and Conditions.

2.11. The Customer is fully responsible for a) the content of the entered Offers, b) the content of the target website where the User is redirected after clicking on the Customer's Offer. The Operator shall not be responsible for a) any loss caused by the Customer's Offer in the Zboží.cz system to third parties or, b) Offers and target websites in breach of the valid legislation, or the access to which is allowed in breach of the valid legislation.

2.12. In accordance with these Contract Terms and Conditions and the Rules for Internet Transactions, the Operator reserves the right to block the Customer's E-shop, especially for Offers that would be in conflict with the provisions of these Contract Terms and Conditions. The Operator reserves the right to block the respective Offers to any Customer who repeatedly violates the Rules for Internet Transactions or is in conflict with these Contract Terms and Conditions. Excessive burdening of the system may also result in the blocking of all Offers. Excessive burdening of the system (i.e. threatening system operation) means a) entry of excessive amounts of data in the system and, b) excessive number of demands for the web Interface of the system. The Operator is not liable to adapt non-compliant Offers.

2.13. Login in the Seznam Zboží.cz Interface requires a user name and password. In the case of cessation of the Customer's right to use its user name, the Operator shall no longer be liable to make the Seznam Zboží.cz system Interface accessible for the Customer. Based on the registration in the Interface of Seznam Zboží.cz, a Customer meeting the above conditions is granted access to the administration interface of the Portal, within which they can manage their identification data for the User profile, secret keys used for the use of API and other settings. The Customer shall protect their login data and secret keys and keep them confidential. The Operator shall not be responsible for system abuse in the case of disclosure of a login name, secret keys used for measurement of conversions or API and

passwords to a third party. If the Customer enables access to its Interface to a third party, the Customer is obligated to ensure that such third party consents to these Contract Terms and Conditions and accepts them. The Customer further undertakes not to create or operate in the Seznam Zboží.cz system, with the assistance of a third party, two or more E-shops for promotion of the same website on the same domain or several sites on separate domains with the same or interchangeable content of the same E-shop operator (so-called „Duplicity“). The designation of such objectionable websites or content as interchangeable is at the exclusive discretion of the Operator, and the Operator reserves the right to reject Offers that refer to such website at any time.

2.14. The Customer agrees that the statistics of the Seznam Zboží.cz service may form a part of the statistics of the Seznam Sklik service available at the internet address (URL): <https://www.sklik.cz/> (hereinafter “**Seznam Sklik**”). Users who have access to the Customer’s account in the Seznam Sklik service (i.e. direct access, Statistics reporter, Campaign administrator, Account administrator roles) may see the statistics from the account of the Seznam Zboží.cz service, which is affiliated with the account of the Seznam Sklik service.

2.15. The Customer agrees that any user who has access to the account of the Seznam Sklik service via direct access or Account administrator role is entitled to make available statistics of the account affiliated with the Zboží.cz service to all users with access to the account of the Seznam Sklik service (i.e. Statistics reporter, Campaign administrator, Account administrator roles).

2.16. The Customer may terminate their participation in the Zboží.cz server by requesting that their internet shop be removed from the Seznam Zboží.cz service to the Operator in writing at the Operator’s address or by e-mail (zbozi@firma.seznam.cz). The Customer undertakes to pay for all clicks made until their Offers at Zboží.cz are no longer displayed. The Operator reserves a period of 5 business days from the date of receipt of the Customer’s request to remove the Customer’s E-shop. At the same time, the Customer acknowledges that after the Customer’s internet shop is removed from the Zboží.cz service, the E-shop Details of the respective Customer shall continue to be displayed at the Zboží.cz service for 365 days after the Customer’s internet shop has been removed from the Zboží.cz service. After 365 days, the E-shop Details will be removed from the Zboží.cz service.

2.17. If the Customer marks their advertising campaign as finished in the Interface, the 365-day period shall commence on the day following the end of the advertising campaign, after which the E-shop Details shall be removed from the Zboží.cz service. **The Operator undertakes to remove the E-shop Details from the Zboží.cz service even before the 365-day period expires, at the express request of the Customer made in writing and sent to the Operator’s registered office address or via e-mail to the e-mail address (zbozi@firma.seznam.cz).**

2.18. The Operator does not provide any guarantee of placement of the Customer’s Offer, their prices in the auction model, position, number of views and exact appearance.

2.19. The Operator is entitled to send email or written messages to the Customer concerning operation of the Zboží.cz system and Peněženka (Wallet) system, as well as other services of Seznam.cz.

2.20. The Customer shall not manipulate its own and other party's Offers in the Zboží.cz system. Prohibited actions include robotic clicking on Offers, robotic website downloads, creation of artificial displays or clicks, analysis of transfer codes or commissioning third parties with such activities. In the case of discovery of such activities the Operator may block all the Customer's Offers and use legal means to enforce compensation for any thereby incurred loss. The Operator actively and passively prevents invalid clicking to protect the Customer against ineffective promotion of the Customer's Offers.

2.21. In such case that the Customer uses the identification of BETA versions of the Service, the Customer bears in mind that it acts on its own sole responsibility and the Operator is not liable for any consequences of use of these BETA versions by the Customer and for any potential loss caused by the Customer to itself or to third parties by use of the BETA version.

2.22. Advertisers are obligated to comply with the Advertising Rules available at: <https://www.seznam.cz/reklama/cz/obsahovy-web/pravidla-reklamy/> (hereinafter "**Advertising Rules**"). The Advertising Rules apply both to existing advertising communications and to newly ordered advertising campaigns. If an advertising communication is in conflict with the Advertising Rules, this shall constitute a breach of these Contract Terms and Conditions.

2.23. The Customer is prohibited from using the content of the Zboží.cz server (Seznam Zboží.cz service) for purposes other than those for which the Seznam Zboží.cz service is intended, especially from any unauthorised distribution of the content. Any interference with the technical or material content of the Zboží.cz server is prohibited. The right to make back-up copies of material contained in the Zboží.cz server for the Customer's or User's personal use in accordance with generally binding legislation shall not be affected by this provision. Any other reproduction or modification carried out by any mechanical or electronic means without the prior written consent of the Operator, however, is also prohibited.

2.24. In the event that the provision of the Seznam Zboží.cz service by the Operator to the Customer is suspended or restricted in accordance with these Contract Terms and Conditions, the Operator shall provide the Customer, at the latest at the moment of such suspension and/or limitation, with a justification of the decision (hereinafter the "**Justification**"), including the specific facts or circumstances that were the basis for the decision of the provider (Operator) to suspend and/or limit the provision of the Seznam Zboží.cz service in accordance with the Contract Terms and Conditions. The Operator shall not be obligated to provide the Customer with any Justification in cases where: (i) the Operator is subject to a legal or regulatory obligation not to disclose specific facts or circumstances or a reference to the relevant reason or reasons that led to the decision on suspension or limitation of the use of the service to the Customer; or (ii) the Customer has repeatedly violated the Contract Terms and Conditions.

2.25. If the Operator decides to terminate the provision of the Seznam Zboží.cz service to the Customer in accordance with these Contract Terms and Conditions and terminate the Contract Terms and Conditions, the Operator shall provide the Customer with a justification of such decision, however, at least 30 days before the decision to terminate the service provision takes effect. The Operator is not obligated to comply with the time limit specified in the previous sentence in cases where:

- it is subject to a legal or regulatory obligation requiring it to cease the provision of the service in a manner that does not allow it to comply with the time limit;
- the Operator shall exercise the right to terminate the provision of the service for an urgent reason pursuant to Czech law and relevant legislation of the Czech Republic, in accordance with European Union law;
- the Customer repeatedly violated the Contract Terms and Conditions and such repeated violation resulted in the termination of the provision of the service.

2.26. If the provision of the Seznam Zboží.cz service to the Customer is suspended, restricted or terminated, the Customer shall be entitled to clarify to the Operator the facts and circumstances decisive for the restoration of the provision of the Seznam Zboží.cz service through an internal complaint handling system of the Operator available at the Seznam Zboží.cz service. The Operator reserves the right to exclusively assess whether: (i) the Customer has demonstrably clarified or refuted the reasons that led the Operator to decide on suspension, limitation or termination of the provision of the service; and (ii) the Operator shall resume the provision of the service to the Customer, and/or to what extent.

3. CUSTOMER REGISTRATION TO THE SEZNAM ZBOŽÍ.CZ SERVICE

3.1. The Customer's E-shop must actually exist, it must be a natural person – entrepreneur or a legal entity that has an active website available within the internet, which must be in the Czech language, and the E-shop must be legally operated within such websites.

- The mandatory data provided by the Customer when registering for the Zboží.cz service includes:
- Shop name
- Company ID number (IČO)
- Customer home page URL
- URL address of the data file (so-called XML feed)

This data must correspond to the data on the Customer's website.

3.2. The Customer must have an XML feed on the website operated by them, in which the data corresponding to the offered goods is stored. The XML feed must comply with the Rules for Internet Stores and the XML feed must comply with the criteria specified in the technical specification.

3.3. In particular, the following must be stated on the Customer's website: • business name of the Customer (i.e. in the case of a legal entity, a business name under which it is registered in the Commercial Registry or another register, and in the case of a natural person, their name and surname) and the Company ID number, according to which the

Customer can be clearly searched in the Commercial Registry or the Register of Economic Entities • contact details or telephone, e-mail, registered office, mailing address • business terms and conditions of the e-shop • other requirements required by legal regulations (in particular by the new Civil Code, the Business Corporations Act, Trade Licensing Act and Consumer Protection Regulations) • for a foreign Customer, or an entity liable to tax in another member state or in a third country, shall primarily in case of conducting business or business activities in the territory of the Czech Republic comply with legal regulations set for their business. In addition, they must meet the conditions for registration as any other Customer, in particular provide their proper contact and invoicing information. Furthermore, such foreign Customer is obligated to have a functional and available E-shop in the Czech language, sell their goods in Czech crown, ensure transport within the territory of the Czech Republic and publish the price list of transport in the Czech language within their website in their Czech version.

3.4. A Customer who offers erotic products must have a notification (so-called “**gate**”) when entering the website that the website may only be accessed by persons over 18 years of age.

3.5. If the Customer operates multiple E-shops under one Company ID number, the Customer may register individual E-shops in the Zboží.cz service, provided that the following conditions are met at the same time: • the website has separate domains of 2nd or 3rd level • the website does not offer goods from a similar field or overlapping assortment (except for two E-shops offering the same type of products but under different brands).

3.6. The registered Customer must further meet the conditions for registration at the Operator’s Firmy.cz service stated at the internet address (URL): <https://napoveda.seznam.cz/cz/firmy/napoveda-pro-klienty/pravidla-3/> (hereinafter the “**Rules for Corporate Registrations**”). The Firmy.cz service is operated at the internet address (URL): <http://www.firmy.cz> The registration and subsequent approval of the Customer’s registration in the Zboží.cz service also establishes the Customer’s entry in the Operator’s Firmy.cz service, unless it has already been established. The Customer hereby grants the Operator consent to the disclosure of the provided data, including personal data, to other services operated by the Operator. The provisions of these Terms and Conditions shall prevail over the provisions of the Rules for Corporate Registrations.

3.7. At the moment of registration of the Customer for the Zboží.cz service and approval of the same by the Operator, the Customer’s E-shop Details are automatically created, which the Customer acknowledges upon approval of these Contract Terms and Conditions.

3.8. The Operator reserves a period of 5 business days from the date of registration of the Customer to approve the newly registered Customer for the Zboží.cz service. The Operator reserves the right to refuse registration within 5 business days, mainly due to violation of the rules of these Terms and Conditions, legal regulations or legitimate interests of the Operator or third parties.

3.9. After approval of registration by the Operator, the Customer has access to the administration Interface of the Zboží.cz service. In this Interface, the Customer is further entitled to edit online data – company name, E-shop name, contact data and additional data related to the E-shop, e.g., payment options, goods delivery options, etc. In case of other

changes (e.g. company ID number, invoicing and delivery data), the Customer is obligated to report the change to the Operator within eight days from the date when the change or changes occurred. After editing the data, the Operator reserves the right to check the data for at least 10 business days from the date of editing the data by the Customer.

3.10. The download of all data from the Customer's website in the XML feed format usually takes place based on the set downloading frequency, usually once to twelve times a day, but provided that XML feeds on the Customer's website meet the conditions of the technical specification.

3.11. As part of the provision of the Seznam Zboží.cz service, the Operator undertakes, for the benefit of the Customer:

- to allow setting preference for individual Offers
- to download data from the XML feed on a regular basis
- the possibility to track the statistics of clicks and performances
- the possibility to set limits for preferred Offers
- the possibility to set an auction model to individual Offers.

4. PERSONAL DATA PROCESSING

4.1. When processing personal data, the Operator proceeds in compliance with Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as the "Regulation"), Act No. 110/2019 Coll., on the processing of personal data, Act No. 111/2019 amending some acts with the adoption of the act on personal data processing, Act No. 480/2004 Coll., on certain services of information societies, Act No. 127/2005 Coll., on electronic communications, and other legislation governing personal data protection.

4.2. For the purpose of the Seznam Zboží.cz service use by the Customer, the Operator is entitled to process the personal data of the Customer or personal data provided or entered by the Customer in case of use of the Seznam Zboží.cz service (especially address, descriptive and billing data).

4.3. Such processing of personal data is legal because it is necessary for execution of the contract, on the basis of which the User uses the Seznam Zboží.cz service which the User is a party of as the data subject.

4.4. In particular cases the Operator may process personal data in excess of the scope defined by Articles 4.2 and 4.3 hereof if the processing is necessary in order to protect the legitimate interests of the Operator or third parties; such processing must always be carried out in compliance with the relevant legislative requirements for personal data processing.

4.5. The Customer, under Act No. 480/2004 Coll., on certain information company services, hereby grants consent to the Operator with sending commercial communications with information about the services and products of the Operator to the email addresses provided by the Customer.

4.6. If the Customer has forwarded or will forward to the Operator the personal data of other natural persons, the Customer shall inform these persons about their personal data processing and commercial information sending by the Operator within the scope defined herein to assure the legitimacy of their data processing. Otherwise the Customer shall be responsible for related damage caused to the Operator.

More information about personal data handling is specified in the relevant section on the website of the Operator.

5. FINAL PROVISIONS

5.1. The matters of these Contract Terms and Conditions and the Rules for Internet Stores are additionally governed by the business terms and conditions for placing advertising messages and other advertising elements in internet servers operated by Seznam.cz, a.s., available at the Internet address (URL) <https://www.seznam.cz/reklama/cz/obsahovy-web/obchodni-podminky/> (hereinafter the “**Business Terms and Conditions**”) and the relevant legislation, in particular Act No. 89/2012 Coll., the Civil Code, as amended. The provisions of these Contract Terms and Conditions shall prevail over the Rules for Internet Stores and the Business Terms and Conditions.

5.2. The Operator has established an internal system for handling complaints of the Customer, which is available at Seznam Zboží.cz and on the Operator’s website in the Help section.

5.3. The Operator and the Customer are entitled to terminate the contractual relationship between the Operator and the Customer established by these Contract Terms and Conditions in accordance with these Contract Terms and Conditions and applicable legal regulations.

5.4. The Operator shall not be liable for loss caused to the Customer by not being timely informed about a change of any of the above-mentioned services for the sole reason of not using them.

5.5. Should there be a dispute between the Operator and the Customer related to the provision of the Seznam Zboží.cz service, including any complaints that could not be resolved through an internal complaint handling system, the Operator and the Customer shall be entitled to use means of mediation for the purpose of reaching an agreement on the out-of-court resolution of such dispute. For the purposes of this paragraph of the Contract Terms and Conditions, the following mediator is appointed:

- Chronos consulting, s.r.o.,
IČO: 072 38 495,
5.5.1. sídlo: Rybná 716/24, Staré Město, 110 00 Praha 1;
JUDr. Martin Kartner,
evidenční číslo ČAK: 13398,
IČO: 714 46 885,
5.5.2. sídlo: Týn 639/1, 110 00 Praha 1.

5.6. The Customer is not entitled to make the Operator liable in any way for any legal claims of third parties ensuing from the disclosure of data entered by the Customer via the Zboží.cz server.

5.7. The Operator states that there is no technical and contractual approach to: (i) personal data or other data provided or generated by the Customer or the User while using the Seznam Zboží.cz service; and (ii) information provided or generated by the Customer that is stored after the end of use of the Seznam Zboží.cz service.

5.8. The Operator hereby reserves the right to unilaterally change these Contract Terms and Conditions in a reasonable scope, especially after legislative changes, technical changes within the Seznam Zboží.cz service or services related with the Seznam Zboží.cz service, or in the case of change of operational, organisational or business processes of the Operator. The Operator shall inform the Customer about the change via the service Interface at least 15 days in advance of the change effectiveness (hereinafter the “**Term**”). The Customer has the right to refuse to change the Contract Terms and Conditions during the term and request in writing that the Operator terminate the provision of the service, i.e., removal of the Customer’s internet shop from the Seznam Zboží.cz service at the Operator’s address or by e-mail (zbozi@firma.seznam.cz). Use of the Seznam Zboží.cz service during the term shall be regarded as a clear acceptance of a change of the Contract Terms and Conditions, and the Customer hereby waives the term. The change of the Contract Terms and Conditions is effective for the Customer from the moment of the first use of the Seznam Zboží.cz service after notification of the respective change. If the Customer makes no statement with respect to the change of the Contract Terms and Conditions and continues to use the Seznam Zboží.cz service after the change of the Contract Terms and Conditions takes effect, the Customer is deemed to have accepted the change.

5.9. The Operator shall not be obligated to comply with the Term provided that:

- the Operator must change the Contract Terms and Conditions on the basis of a legal or regulatory obligation in a manner not allowing to maintain this Term,
- the Operator must exceptionally change the Contract Terms and Conditions in order to address unexpected and imminent risks associated with the protection of the services of the Operator, Customers or Users against fraud, malware, spam, breach of data security or other cyber risks.

These Terms and Conditions enter into force and effect on 12/07/2021.