

General commercial terms of advertising

1. Introductory regulations

1.1

Ing. Peter Marčan, PhD. – Company Daily Automation Ltd. Based in Kysucké Nové Mesto, ČSA 1306/1, 02404, IČO: 50302949 (further only „operator“) is the operator of internet portal www.DailyAutomation.sk, www.DailyAutomation.cz, www.DailyAutomation.eu, www.DailyAutomation.com, www.DailyAutomation.de, www.DailyAutomation.at (further only „portal, web site Daily Automation“). The operator is authorised to provide advertisement on all websites in his ownership as well as on sites of his contract partners.

1.2.

The customer of advertisement services (further only „customer“) is a physical or legal person, direct customer, an advertising or media agency ordering promotional space on the sites of the portal DailyAutomation.

1.3.

With this are edited the general commercial terms (further only „GCT“) of the operator for providing advertising services on the portal DailyAutomation.

2. Providing advertising services

2.1.

The operator provides advertising services according to the actual offer of products and services of the operator on the basis of the accepted order of the customer or contract about providing advertising services on the portal DailyAutomation. Advertising services are in GCT further marked as „advertising“, „advertising campaign“, „campaign“, „provided services“.

2.2

The offer must be delivered to the operator in a written form and that is by e-mail or mail posting.

2.3

The operator at the time of signing the promotion order offers the customer to choose from following options of advertising:

- A. PR articles (product news, presentation of solutions of Your companies and other),
- B. Article in the category „Your knowledge“ (Tvoje Vedomosti)
- C. Article in the category „Ideas and inspirations“ (Návody a inšpirácie)
- D. Banner advertisement
- E. E-mail advertising – newsletter
- F. Adding an event to the calendar of actions
- G. Registration of company in the catalogue of companies
- H. Highlighting PR articles
- I. Other (campaigns by customers request – contest, question form, events organisation, advertising on presentations and other).

2.4

In the case of choosing from the offered services: „I“ according to 2.3 of GCT it is required to closely describe the vision of the advertising company in a written form in the order and that on a basis of prearranged rules of the customer with the operator.

2.5

In the case of choosing from the offered services „D – banner advertisement according to 2.3 of GCT it is required to ask the operator for the actual list of free accessible advertising areas (banners) for the customer proposed period of time.

2.6.

Order of advertising services must contain following proprieties:

1. Name of the company and its address
2. Postal address and zip code
3. Business ID, VAT number
4. Actual invoice data
5. Name and surname of the person in charge
6. Telephone, E-mail
7. Complete advertising materials for the advertising campaign which are:
 - a) The name of the customer
 - b) Selection from the actual offered options of advertisement, see point 2.3 GCT (A-I)
 - c) The date of the advertising campaign

- d) The price of the campaign on prearranged conditions (price list of the operator)
- e) Required materials for the publication of the advertisement (text, pictures, logo, videos, internet hyperlinks and other
- f) The signature of the person in charge and the stamp of the customer

2.7.

The operator is bound by the order that he validly accepted. By accepting the offer the operator is bound to perform all the advertising services in accordance to the offer and GCT and the customer is bound to pay the price in terms of the actual valid price list of products and services of the operator on the date of accepting the offer. The operator accepts only the order that meets all the proprieties in point 2.3 of GCT.

2.8.

The contract about granting advertising campaign is valid and active on the day of its signing by both parties. The contract about granting advertising campaign has to contain all the proprieties in accordance to the point 2.3 of GCT. If the services are granted on the basis of the Act of granting advertising services may the advertising basis be delivered independently but in a maximum of 5 days before the term of campaign.

2.9

The contract about granting advertising campaign and offer are further marked together only as the „Contract“.

2.10.

Any other subsidiary agreement about possible changes in the Contract are acceptable and allowable explicitly by the form of a written addendum which must be signed by both contracting parties.

2.11

The subject of the Contract reflects the actual offer of products and services of the operator with which is the customer acquaint before closing the Contract. By signing the Contract the customer testifies that he was acquaint with the actual offer of products and services of the operator.

2.12.

The operator claims the right for change of options of offered advertisements in point 2.3 GCT, and that also during the validity of the signed contract.

3. Financial Terms

3.1.

The customer is bound to cover the price of advertising campaign (further only „Price“) in accordance with the valid price list of products and services of the operator (further only „Price list“). Prices in the Price list are always definite, the operator is not the payer of VAT.

3.2.

After executing the services in accordance with the Contract the operator submits and sends the customer the invoice – proper tax document for the price corresponding to all the bonds of the customer from the Contract.

3.3.

The due date of the invoices (proper tax documents) submitted by the operator are 14 days if not stated in the due date on the invoice.

3.4.

For the delay in settlement of the invoice is the customer bound to cover the charge delay in the form of 0,05% from the debt and that is for every day of the delay until payment.

3.5.

As the settlement is understood allocation of the invoice financial sum on the banking account of the operator, in some cases a monetary deposit to the cashier of the operator.

3.6.

The operator of the advertising services reserves the right for a change of price list of the offered services. In a case when the actual valid price list of the operator is not available on the internet, the customer is bound to inform himself from the operator about the actual prices of the offered advertising services before sending the order. By signing and sending out the order the customer asserts that he was informed with the actual prices of the operator.

3.7.

The customer is bound to inform himself from the operator about the actual options of offered advertising services before sending out the order. By signing and sending out the order the customer asserts that he was fully informed of the actual offered advertising services of the operator.

4. Rights, duties and responsibilities of the customer

4.1.

The customer is bound to supply to the provider all needed advertising and graphical bases for executing the advertising campaign (further only „Bases“) in a quality and in an extent requested by the provider in a maximum of 5 calendar days before the planned day of the beginning of the advertising campaign.

4.2.

The content of the bases must be in accordance with the general binding legal regulations, especially with the regulation of the act nr. 147/2001 of Collection of Laws about advertisement and about change and supplementation of some laws, regulations of the fifth head of law nr. 513/1991 of collection of Commercial code.

4.3.

In a case when the customer supplies the provider with the Bases for the produced advertisement for publication, the provider is not responsible for the quality and effectuation of the advertisement as well as for faults of the advertisement originating from the reason of insufficient corresponding quality of the advertising components.

4.4.

In a case of late or incomplete or of low-quality delivery of the Bases, the period of the advertising campaign will not be prolonged by the period of time corresponding the delay of the customer and the customer does not have a claim for refundation of the price or its relative parts.

4.5.

The provider is not required to execute the advertising campaign if the customer does not provide the Bases in a quality or in the needed extent or after the time period stated in point 4.1 of GCT or the Bases are in conflict with the generally bounding legal regulations.

4.6.

If the customer does not supply the Bases in a quality or needed extent by the provider or after the time period in accordance with the point 4.1 of GCT or the Bases are in conflict with the generally bounding legal regulations is the provider authorized to perform the advertising campaign with the use of publicly accesible (on the internet, etc.) bases about the customer or is the provider authorized to step away from the Contract. If the Contract does not state otherwise, in a case of stepping away from the Contract from the stated reasons is the customer bound to pay the provider contract fine in an amount of 80% of the arranged sum according to the Contract and on the basis of the invoice submitted by the provider. The claim of the provider for compensation of the damage is not touched.

4.7.

The customer is responsible in a full extent for the quality and content of the advertisement placed on the sites of the provider within the frame of provided advertising services and clears off the provider of the claim of any nature applied by third person in connection with the placed advertisement.

4.8.

By signing the Contract the customer gives the provider an approval with propagation of advertising components through electronic form (Internet), or printed form (flyers, magazines, etc.) and approves that he is the bearer of all the rights of producer, authors, eventually other persons needed to publicate the data (more precisely works) in a supplied state and at the same time approves that he is not breaching rights of any other authorized subject. In a reversed case is the customer bound to supply on his own expenses all the required approvals of third persons (mostly author's and industrial rights) with accordance to the corresponding legal regulations before submitting the Bases. The customer is fully responsible for breaching the rights of third persons bound to the Bases and in connection with distributing advertising components via the Internet in a supplied form. The customer is bound to cover for the provider all to him created damage in connection with claiming rights of third persons form the reason of breaching their rights bound to the Bases and other advertising components.

4.9.

On request of the provider is the customer bound to supply circumstances that touch the rights of third persons (mostly author's rights) and other relevant data with reliable proofs.

4.10.

The customer by signing the Contract agrees with manipulating, granting, accessing and publicising his personal data in accordance with the law 428/2002 Collection of Laws about the protection of personal data.

4.11.

For the violation of the agreed upon conditions or requirements in this contract is responsible the customer in full extent and is fully responsible for caused outcomes.

4.12.

The customer is responsible for the validity and accuracy of the data about his company. When it comes to a change of data he is responsible to send the changes on e-mail address marcan@dailyautomation.com

4.13.

In a case when the setting of the offer is for an advertising service in a form of articles (option A-C in point 2.3 of GCT) gives the customer an approval for release of given advertising material also after the ordered advertising campaign while the point 4.8 and 5.1 of GCT is still in effectiveness.

4.14.

After the time period of the ordered advertising campaign is over (point 2.3 of GCT) has the provider right to erase the advertising material used in the advertising campaign from all portals operated by the provider.

5. Rights, duties and responsibilities of the provider

5.1.

The provider is authorized to provide advertisement on all websites in his possession. The provider is also authorized to translate the provided advertising material to foreign languages and subsequently use them on websites in his possession.

5.2.

The provider has the right to decline to execute the advertising campaign and withdraw from the Contract in a case when the content of the advertisement is in contradiction with generally bounding legal regulations valid in the territory of Slovak republic and notably with the regulations of the law nr. 147/2001 Collection of Laws and of a change and addition of some laws and of the regulation of the fifth head of law nr. 513/1991 of the Commercial code.

5.3.

The provider has an exclusive right to decline to execute the advertising campaign with immediate validity notably in following cases:

1. If the advertisement is in contradiction with valid laws,
2. If the advertisement endangers good manners and might with seriously disturb public order,
3. If the advertisement contains a message from an existing client of the provider and the customer, or his client is a direct competitor of this existing client,
4. If the advertisement is not meeting the technical specifications of the provider,
5. If the advertisement does not meet the interests of the provider,
6. If the provider finds out that he cannot fulfill his commitment from the reason of technical failures or other limitation of the bases supplied by the customer or if he finds out that by publicating information supplied by the customer would mean breaching of duties arising from the generally bounding legal regulations, unlawful breach to legally protected interests or third persons or breaching of good manners.

5.4.

The provider is bound to notify the customer about declining the advertising campaign in a written form.

6. Reclamation

6.1.

In the case when it comes in the course of providing advertising services according to the Contract to any defects on the site of the provider is the customer authorized to file a written complaint not later than 7 days since he found out or might have found out these defects, otherwise this right at the provider is forfeit.

6.2.

The provider is bound to react on the complaint within 10 working days from the day of the delivery of written complaint of the customer.

6.3.

In the case of recognizing the complaint will the provider execute correction without further ado.

6.4.

In the case of malfunction of provided services caused by infliction of the provider for a period longer than 6 hours during the course of 1 day is the customer authorized to request adequate discount from the Price or compensation for the wrongly provided advertising campaign or its parts.

6.5.

For defects on the site of the provider are not considered variations in visit rates of respective sites of the provider.

6.6.

Possible complaints of the customer against received invoices is the customer bound to apply for in a written form to the provider in a maximum of 7 days since delivery of the invoice to the customer, otherwise is the invoice considered properly issued.

7. Final regulations

7.1.

The contracting parties bound themselves not to provide data or information acquired in the course of their cooperation according to the Contract and these GCT to third persons, otherwise by breaching this duty they are responsible to the harm caused to the aggrieved party.

7.2.

The provider is authorized one-sidedly to change or add regulations of GCT.

7.3.

In the case of a conflict arising from this contract or in accordance with it the contracting parties will try to resolve it through mutual negotiation. In a case when the conflict cannot be resolved in such manner will the conflict be resolved through general court.

7.4.

All relations not adjusted by these GCT or the Contract are to follow the generally bounding legal regulations valid in the territory of Slovak republic.

7.5.

By settling the contract the customer agrees with these GCT with which he was before settling the promotion order fully informed.

These GCT are valid since 1.1.2016

Provider
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