

## Terms and Conditions of the Seznam.cz Data Clean Room Service

These terms and conditions (hereinafter only the "**Terms**") apply to advertisers (hereinafter only the "**Advertiser**" and/or "**Advertisers**"), who under Seznam Sklik service operated by Seznam.cz, a.s., Company ID No.: 261 68 685, with its registered office at: Prague 5, Radlická 3294/10, Postal Code: 150 00, registered in the Commercial Register kept by the Municipal Court in Prague, File No.: B 6493 (hereinafter only "**Seznam.cz**"), use their first party data to target their customers using a service generally referred to as customer/user lists (hereinafter only "**Service**").

The Service functions as an optional feature of the Sklik advertising system, available at the internet address (URL): <https://www.sklik.cz> (hereinafter only „**Sklik**”), and provides a reliable way to work with one’s own data sources effectively and securely.

The Service serves as a secured data storage (Data Clean Room) in which the Advertiser stores data for targeting, analysis, or for combining with other data of Seznam.cz or with data of other advertisers with whom the Advertiser has agreed on mutual data cooperation.

### 1. SERVICE TERMS OF USE – GENERAL

1. This Service allows Advertisers to record/import their own data source to Sklik Advertising system, in particular in the form of the Advertiser’s customer contact data (hereinafter only the "**Advertiser Data**"). The Advertiser Data are processed in an isolated environment solely to the extent and for the purposes determined by the Advertiser, who retains full control over such data at all times.
2. As a result of the import of the Advertiser Data, the Service allows to perform a pairing process of the Advertiser Data with data sets of Seznam.cz. After the pairing process is complete the so-called customer match lists (hereinafter the "**Customer Lists**") are created from the Advertiser Data, which may primarily be used by the Advertiser to create targeted advertising messages in the form of advertising banners or audio and video spots across the Sklik service. After the pairing process is completed and after the Customer Lists are created, Seznam.cz will immediately delete the Advertiser's data in accordance with these Terms.
3. The Terms govern, in particular, the rules for handling the Advertiser Data and Customer Lists.
4. The Service is available to all Advertisers who are also users of the Sklik service. As the operator of this Service, Seznam.cz is entitled to terminate the provision of the Service including Sklik used by the Advertiser at any time, especially if these Terms or legitimate interests of Seznam.cz have been violated.
5. By accepting these Terms, the respective individual declares that they are authorised to agree and accept these Terms on behalf of the Advertiser and to oblige the Advertiser to comply with these Terms. The Service may be used only by the Advertiser or an agency or other person authorised to act on behalf of the Advertiser.

### 2. ADVERTISER'S STATEMENT AND OBLIGATIONS

1. **By accepting these Terms and by using the Service, Advertiser expressly agrees to the following terms and conditions of the Service in relation to the Advertiser's Data and Customer Lists. In particular Advertiser confirms that:**
  - a) Advertiser is entitled to upload only data of the Advertiser within the Service that do not contradict the provisions of these Terms and are in compliance with them;

- b) Advertiser declares and guarantees that they hold all rights under which is authorised to publish and use the Advertiser's Data in accordance with all applicable laws, in particular for the purposes of using the Service;
- c) Anyone using Advertiser Data on behalf of such Advertiser, represents and warrants that, as the Advertiser's representative, they are authorised to disclose and use the Advertiser Data on its behalf and to bind the Advertiser to comply with these Terms
- d) Advertiser declares and guarantees that the Advertiser Data does not apply to any specific persons who have directly or indirectly expressed their disagreement with the use of the Advertiser Data, or any part thereof, for the purpose of publication or targeted advertising in accordance with these Terms;
- e) Advertiser undertakes to perform the following, if: (A) a specific person to whom: (i) the Advertiser Data, or any part thereof applies to, has revoked its consent with the use of that Advertiser Data, or any part thereof, for the purposes of the Service, and/or (ii) the Customer Lists, or any part thereof that concerns the list, for which the person has revoked its consent with the use of the Customer Lists, or any part thereof, for the purposes of the Service; Advertiser undertakes to, additionally, remove from the Service the Advertiser's Data, Customer Lists, or any part thereof relating to this person within the extent that the particular person formulated and applied such revocation of consent; and/or (B) the Advertiser no longer has the legal title allowing Advertiser to use (other than withdrawal of consent): (i) the Advertiser Data, or any part thereof, for the purposes of the Service, and/or (ii) Customer Lists, or any part thereof, for the purposes of the Service, Advertiser undertakes to remove from the Service the additional Advertiser Data, Customer Lists, or any part thereof within the extent for which Advertiser no longer has the legal title of use under the Service. Advertiser undertakes to make sure that the Advertiser Data and Advertiser's own Customer Lists comply with these Terms immediately, by replacing the original Advertiser Data with a new Advertiser Data, or rather after the pairing process is completed, by replacing the Customer Lists with a new Advertiser Data, or possibly if API is used then by another available method;
- f) Advertiser may not sell or transfer Customer Lists, nor may authorise any third party to sell or transfer lists in violation of these Terms;
- g) Advertiser acknowledges that Seznam.cz does not bear any responsibility for the use of the Service by the Advertiser in relation to the performance or operation of Sklik service, neither does Seznam.cz bears any liability for any damage suffered by the Advertiser through the Advertiser's own fault, or suffered by third parties due to the use of the Service.

## 2. Other obligations of the Advertiser:

- a) The Advertiser is required to define in its personal data processing policies that they disclose user information to third parties who provide certain services under own name and that the Advertiser requires consent for such sharing, if required by the applicable law;
- b) The Advertiser is obliged to only use active and supported Sklik services to upload/record customer data;
- c) The Advertiser is obliged to comply with the Uniform Rules of Advertising across the partner network Seznam.cz, available at (URL): <https://www.seznam.cz/reklama/cz/obsahovyweb/pravidla-reklamy/> (hereinafter the "Rules of Advertising");
- d) The Advertiser is obliged to comply with all valid and effective legal regulations.

### **3. DECLARATIONS AND OBLIGATIONS OF SEZNAM.CZ**

#### **1. Seznam.cz, as the operator of the Service:**

- a) acts as a processor of personal data who acts based on instructions of the Advertiser and also as the data controller, which they as part of the Advertiser's Data receive through the Service;
- b) will not share the Advertiser Data with third parties or other advertisers, and the operator undertakes to delete the Advertiser Data immediately upon completion of the pairing process, due to which Customer Lists will be created; Seznam.cz undertakes to maintain confidentiality and security of the Advertiser Data and/or Customer Lists, including technical and physical security measures aimed at (a) protecting the security and integrity of the Advertiser Data and/or Customer Lists while these are stored in systems of Seznam.cz, and (b) prevent accidental or unauthorised access to Advertiser Data and/or Customer Lists including their use, alteration or disclosure/declassification under Seznam.cz systems;
- c) will not provide access to Customer Lists or information about the lists to other Advertisers or third parties, link Customer Lists to information that Seznam.cz has about its users, build interest-based profiles on the information, nor use them in any way except in the following cases:
  - i. providing services for Advertisers within the scope of the Service,
  - ii. providing Customer Lists for other types of targeting within the services of Seznam.cz or other services that Seznam.cz offers in cooperation with its contractual partners, always at the request of the Advertiser,
  - iii. with permission of the Advertiser,
  - iv. when required by law to do so;
- d) may, at any time, change suspend or terminate the Advertiser's access to the Service, or make it completely inaccessible. Advertisers are entitled to stop using the Service at any time and remove Customer Lists from the Service at any time using the tools available in their accounts under the Sklik service;
- e) should the Advertiser be inactive under the service for more than 3 months, the operator is entitled to delete the Customer Lists from the Service. For the purposes of these Terms; any inactivity under the Service refers to a situation where the active Customer Lists do not show any displayed advertisements under the Service.

### **4. ACTIVITIES PROHIBITED UNDER THE SERVICE**

#### **1. The following is prohibited under the Service:**

- a) import/upload an Advertiser Data containing data on customers under the age of 15 or data obtained from websites or applications intended for children under the age of 15;
- b) create advertising content, which implies knowledge of data enabling identification or special categories of data, or rather which imply the knowledge of sensitive customer data;
- c) use the Service for product promotion campaigns which relate to a special category of data, that is sensitive information such as pharmaceutical products or products belonging to [erotic categories](#);
- d) display ads which are prohibited under the Individual advertising regulations across the partnership network of Seznam.cz, available at (URL):

<https://www.seznam.cz/reklama/cz/obsahovy-web/pravidla-reklamy/>;

- e) 4.1.5. use the Advertiser Data or the Customer Lists to define target interest categories to which customers pay attention;
- f) 4.1.6. collect data on customers which belong to special categories or rather [target categories](#), and customise the style of the relevant ads based on these categories.

## 5. TERMS OF SERVICE

- 1. Seznam.cz is entitled to check at any time whether the Advertiser meets or complies with the Terms of the Service. At the request of Seznam.cz, the Advertiser undertakes to provide all information related to the compliance with these Terms.
- 2. Seznam.cz reserves the right (based on its own discretion) to evaluate the information provided by the Advertiser, and to decide whether the Advertiser violates the Terms of Service. Should Seznam.cz find that the Advertiser is in breach of the Terms of Service, Seznam.cz will provide the Advertiser with a reasonable period of time to remedy the violation. Should the Advertiser fail to remedy the situation after the reasonable period expires, Seznam.cz is entitled to make the Service inaccessible to the Advertiser and suspend or terminate provision of services in accordance with these Terms. In the event of repeated breaches of the terms of the Service, or if a particularly serious violation occurs, Seznam.cz is entitled to suspend or terminate the provision of the Service immediately and without prior notice.
- 3. If any statement according to these Conditions proves to be untrue, or if the Advertiser violates these Terms as a result of which Seznam.cz suffers damage or other harm, the Advertiser is obliged to fully compensate Seznam.cz for such damage or for any other harm. If any third party asserts any claims against Seznam.cz arising from the use of the Service by the Advertiser, the Advertiser is obliged to settle this claim and compensate Seznam.cz for any damage and/or harm and/or costs incurred in this connection.

## 6. FINAL PROVISIONS

- 1. These Terms apply exclusively to the use of the Service and do not amend or replace any other contractual terms between the Advertiser and Seznam.cz, in particular those governing the purchase of advertising space.
- 2. The Service is a product of Seznam.cz, a.s. and it is regulated by these Terms. In the event of a clear conflict between these Terms and the contractual conditions of Seznam Sklik service, these Terms shall exclusively apply to the use of the Service within the extent the individual conditions contradict each other.
- 3. Seznam.cz reserves the right to unilaterally change these Terms within a reasonable extent, especially in the event of a change in legislation, a technical change in the Service or services related to the Service, or in the event of a change in the operational, organisational or business processes utilised by Seznam.cz. Seznam.cz shall inform the Advertiser about the change by using the service Interface at least 15 days in advance before the change takes legal effect. Advertiser has the right to reject the change of the Terms, deactivate the Service and reject these Terms by using the Sklik interface and the Advertiser may do so in the following manner: (i) delete all Customer Lists created through the use of the Service, or (ii) by using the functionality of the Service designated for this purpose. Using the Service after the change of Terms will be regarded as a full acceptance of the change of the Terms and by doing so, the Advertiser waives the right to reject the change of the Terms. The change of the Terms shall be regarded as effective for the Advertiser from the moment the Service is used for the first time after the relevant change is notified. Should the Advertiser provide no comment on the change of the Terms and

continue using the Service after the change takes effect, it will be considered that the Advertiser has accepted the relevant change.

6.4. These Terms are executed in Czech and English wording. In case of any discrepancies between the Czech and English wording, the Czech wording shall prevail.