

GENERAL COMMERCIAL TERMS AND CONDITIONS of Atmedia Czech s.r.o.

Atmedia Czech s.r.o., a limited liability company with its seat at Krakovská 7, Prague 1, Reg. No.: 03708799, registered in the Commercial Register at the Municipal Court in Prague, Section C, File 235695 (hereinafter “**Atmedia**”), hereby defines these General Commercial Terms and Conditions, which govern the legal relationships established between Atmedia and its clients relating to assignment, procurement, sale and subsequent realisation of broadcasting of commercial messages requested on TV channels in all forms of their technical distribution (including by cable, satellite, digital and internet-based broadcasting (hereinafter “**Broadcasting**”).

A. Definition of terms

For the purposes of any contractual relationships between Atmedia Czech s.r.o. and its clients, the following terms shall have the following definitions

1. **CPP:** “Cost per point”, the cost for broadcasting of 1 GRP.
2. **Guaranteed CPP:** the price for broadcasting of 1 GRP agreed upon between Atmedia and the Client after considering all discounts and extra charges
3. **GRP:** the sum of rating points corresponding to reach of 1% of the target group of consumers
4. **GRP package:** a combination of channels of Atmedia created for network planning and purchasing of advertising campaigns. A package is distinguished based on the quantity and profile of included channels, their target groups and the option of selecting a specific channel.
5. **A client:** any individual or legal entity who in the future is expected to be in a contractual relationship with Atmedia and requiring from Atmedia broadcasting of certain Commercial Messages on TV Channels.
6. **Commercial Messages:** advertising, teleshopping, sponsorship and product placement or other visual sequences with or without sound, intended for direct or indirect promotion of goods and/or services of a person/entity engaged in business activity and/or the public image of such products, accompanying a show or included in a show for a fee or similar consideration or for the purpose of own promotion
7. **Time Shift (TS):** TS0–3 includes viewing a programme either on the same TV day (since 6:00 till 6:00) as live broadcasting (TS0 or VOSDAL), or within three upcoming TV days (TS1–3).
8. **Broadcaster:** a TV Channel operator
9. **Rating Point:** an indicator of viewership of Commercial Messages, expressed by a Rating in %, with one point meaning that the Commercial Message has been watched by 1% of the particular target group. The definition of viewership of a particular Commercial Message and the total number of persons forming a particular target group is based on the definition of TV metered research conducted by ATO Mediaresearch and is presented with accuracy of up to 4 decimal places. Rating of each block includes following, live viewing and Time Shift within same TV day (TS0) and three upcoming TV days (TS1-3).
10. **Advertising Campaign:** Broadcasting of multiple individual Commercial Messages or their repetition based on a Client’s requirements
11. **Advertising Bracket:** a time frame within Advertising Space intended for broadcasting of a Commercial Message, such as created by a related bracket of consecutive individual Commercial Messages
12. **Advertising Space:** a time frame within TV broadcasting intended for broadcasting of a Commercial Message

13. Advertising: any public message broadcast for a fee or similar consideration or broadcast for the purpose of a Broadcaster's own promotion, with the aim of promoting delivery of goods or services for a fee, including intangible assets, rights and obligations
14. Atmedia: Atmedia Czech s.r.o., a limited liability company with its seat t Krakovská 7, Prague 1, Reg. No.: 03708799, registered in the commercial Register at the Municipal Court in Prague, Section C, File 235695
15. Sponsorship: any contribution from a person/entity who does not operate radio and TV broadcasting, does not provide audiovisual media services upon demand, does not produce audiovisual works, provided for direct or indirect financing of a TV channel or show with the aim of promoting such party's name, trademark, products, services, activities or public image
16. Teleshopping: a direct offer of goods, including intangible property, rights and obligations or services intended for the public and included in TV broadcasting for a fee or similar consideration
17. TV Channels: TV channels whose advertising time is offered by Atmedia to Clients for broadcasting of Commercial Messages specified in Atmedia's website
18. Product Placement: any form of inclusion of a product, service or trademark linked to a product or service or mentions of a product or service in a show for a fee or similar consideration
19. Broadcast Material: a medium on which a Commercial Message is stored in digital form and which is intended for required broadcasting of a Commercial Message.
20. Atmedia's Website: www.atmedia.cz
21. HbbTV: (Hybrid Broadcast Broadband TV) hybrid TV requiring a TV set with an internet connection, which combines available TV broadcasting with broadband internet and complements TV broadcasting with other services distributed via the internet
22. HbbTV application: software that enables distribution of various content particularly in the form of live broadcasting, on-demand video content, photo galleries, text information or other interactive elements on the HbbTV platform.

B. Sales models

1. Atmedia basically offers its Clients three alternative models for selling Advertising Space, based on

- a) Spot Rate

Sale of Advertising space according to a Spot rate is a form of sale in which the prices for broadcasting of Commercial Messages are determined based on the prices of selected advertising blocks for selected TV Channels and/or shows, and a Spot Rate with the prices of Commercial Messages in advertising blocks on individual TV Channels and during shows is issued at the latest on the first day of the calendar month preceding the calendar month for which the Spot Rate enters validity. The Spot Rate is always published on Atmedia's Website.

If a Client opts for sale of Advertising Space based on a Spot Rate, the Client shall be entitled to select from the offering of Atmedia both a specific TV Channel and a specific Advertising Block and /or show, if possible.

The resulting price for the sale of Advertising Space and/or an entire Advertising Campaign will in such case be billed to the Client based on fixed prices of advertising blocks and/or brackets on individual TV channels and during individual shows.

- b) Guaranteed CPP

The sale of Advertising Space according to the Guaranteed CPP is a form of sale in which the price for sale of Advertising Space is set based on the actually achieved viewership per GRP in the target group of viewers, agreed upon between Atmedia and the Client.

The actually achieved GRP number is defined based on average viewership of an Advertising Block containing Commercial Messages in a target group according to an official measurement of TV viewership (ATO - Nielsen Admosphere).

The sale of Advertising Space according to Guaranteed CPP is done on individual TV Channels in the offering of Atmedia and in their combinations, i.e. GRP packages according to the offering and rates of Atmedia at the time.

The rates for sale of Advertising Space based on the Guaranteed CPP for individual TV Channels as well as for commercial packages shall be issued no later than the first calendar day of the calendar month preceding the calendar month for which the rates are becoming valid and published on Atmedia's Website.

The Client is hereby notified that within the scope of sale of Advertising Space according to the Guaranteed CPP, the selection of placement of a Commercial Message on a TV Channel and /or based on a combination of individual TV Channels and/or a commercial package offered by Atmedia, is exclusively reserved for Atmedia, and the Client is not authorised to influence the selection made by Atmedia in any way.

c) Guaranteed CPT

The sale of Advertising Space according to the Guaranteed CPT is a form of sale when the price for the sale of Advertising space via the HbbTV platform is set for a thousand impressions of a Commercial Message (CPT). The assignor shall order the required number of impressions within a single campaign.

The actually achieved number of impressions shall be set based on measuring by internal software for management and measuring of campaigns used by Atmedia.

The sale of Advertising Space according to Guaranteed CPT is done on individual TV Channels in the offering of Atmedia and in their combinations according to the offering and rates of Atmedia at the time.

The rates for sale of Advertising Space based on the Guaranteed CPT shall be issued no later than the first calendar day of the calendar month preceding the calendar month for which the rates are becoming valid and published on Atmedia's Website.

The Client is hereby notified that within the scope of sale of Advertising Space according to the Guaranteed CPT, the selection of placement of a Commercial Message on a TV Channel and /or based on a combination of individual TV Channels and/or a commercial package offered by Atmedia, is exclusively reserved for Atmedia, and the Client is not authorised to influence the selection made by Atmedia in any way.

2. Besides the sale of Advertising Space as referred to in paragraph 1, Atmedia also offers its Clients other options for the sale of sponsorship and other special commercial operations in TV Channels' broadcasting based on the valid rates, offers and individual agreements between Atmedia and Clients at the time.

C. Establishment of contractual relationship

1. A contractual relationship between Atmedia and the Client shall be established only based on
 - a) a written contract on cooperation relating to broadcasting of Commercial Messages including Special operations, entered into between Atmedia and the Client (hereinafter the **“Contract”**), or
 - b) Atmedia’s acceptance of a Client’s order (hereinafter **“Order”**) relating to broadcasting of Commercial Messages, including special operations, which define in detail the conditions and parameters for broadcasting an advertising campaign.

Processing of Orders

2. Based on a preliminary assignment and inquiry, Atmedia will prepare for the Client a draft binding order (hereinafter **“Draft Order”**), which will then be submitted to the Client for completion and confirmation. If the Client is a media and/or advertising agency, the Client must submit to Atmedia in connection with the preparation of the Draft Order a written exclusive power of attorney from an advertiser along with specification of the products and services to which it relates.
3. The Draft Order must contain mainly the following details:
 - a) identification of the Client, the Client’s business name, registered seat (address), Reg. No., Tax ID No., and in the case of a corporation recorded in a public register also a link to the Client’s registration in the public register;
 - b) identification of the product or service to which the Order relates, in a form that cannot be confused with another product or service;
 - c) information about the length of the campaign;
 - d) information about the length and key characteristics of the Commercial Message;
 - e) information about the ordered number of GRP and the number of Commercial Messages;
 - f) in the case of Orders based on sale of Advertising Space based on Guaranteed CPP, identification of the target group of the campaign and the product (package) of Atmedia, which is the subject of the Order;
 - g) Specification of the TV Channels on which the campaign will be broadcast and/or a description of blocks and/or shows during which the campaign is to be broadcast;
 - h) the price of the advertising campaign;
4. If needed, the Draft Order for the campaign may be realised within the scope of the sale of Advertising Space based on the Spot Rate, supplemented by a broadcast plan for the campaign with an exact description of placement of individual parts of the campaign in TV Channels’ broadcasting.
5. The Client is hereby notified that if the Client’s requirements for publication of a Commercial Message cannot be broadcast on TV Channels aimed at children and young people, then it will not be possible for the purposes of the Order to use a sales package that includes these particular TV Channels.
6. An Order shall be considered valid and binding when it has been properly signed by the Client and accepted by Atmedia.

Order fulfilment

7. Orders realised based on the sale of Advertising Space according to a Spot Rate shall be considered properly fulfilled by Atmedia if the ordered number of Commercial Messages are aired on TV Channels and at times corresponding to the ordered broadcast plan.
8. Orders realised based on the sale of Advertising Space according to the Guaranteed CPP will be considered properly fulfilled by Atmedia if 95% (in words: ninety-five percent) of the ordered GRP in the target group according to the Order are received.
9. Orders realised based on the sale of Advertising Space according to Guaranteed CPT shall be considered properly fulfilled by Atmedia if 95% (in words: ninety-five percent) of the ordered impressions according to the Order are received.
10. If the number of GRP for Orders realised based on the sale of Advertising Space according to the Guaranteed CPP exceeds the originally required number of GRP, then the basis for calculation of the price of these campaigns shall be the real number of received GRP, up to the level of 110% (one hundred and ten percent) of the originally required GRP.
11. If the number of impressions for Order realised based on the sale of Advertising space according to Guaranteed CPT exceeds the originally required number of impressions, then the basis for calculation of the price of these campaigns shall be the actual number of received impressions, up to the level of 110% (one hundred and ten percent) of the originally required number of impressions.
12. If an advertising campaign realised based on sale of Advertising Space according to Guaranteed CPP is ordered for a period shorter than 14 days and/or in a volume lower than 10 GRP, then the advertising campaign shall be considered properly fulfilled already after the broadcasting of the broadcast plan, and its price will be calculated based on the actual number of received GRP.
13. The actually received number of GRP shall be set based on the average viewership of advertising blocks containing Commercial Messages based on official data measuring TV viewership (ATO - Nielsen Admosphere) in the target group of the particular advertising campaign.
14. The actually received number of impressions shall be defined based on the measuring performed by internal software for management and measuring of a campaign used by Atmedia.
15. If official data are not available for part of or for the entire period of an advertising campaign for any reason, then the basis for determining the price of the campaign shall be estimates of the numbers of received GRP in individual advertising blocks prepared by Atmedia.
16. If the official data are not available for part of or for the entire period of an advertising campaign for any reason, then the basis for determining the price of the campaign shall be the number of ordered impressions.
17. If the Client wishes to cancel already confirmed advertising broadcasts to which the Client has committed, the Client must do so by issuing a written notice, which must be delivered to Atmedia no later than 15 business days before the first day of broadcasting defined in the Contract or in the Order, or otherwise the Clients shall be required to pay for the ordered campaign in full.

18. If the Client does not fulfil an obligation relating to the agreed volume of broadcasting of Commercial Messages stemming from a Contract or Order, the Client shall be required to pay Atmedia a contractual fine equal to 35% (thirty-five percent) of the amount representing the unfulfilled obligation, no later than within 15 calendar days from the date of expiration of the period in which the Commercial Message was to be broadcast.

19. If the Client wishes to suspend or modify a broadcast advertising campaign (e.g. by changing the broadcasting plan or exchanging broadcast materials), Atmedia shall carry out the requested modification if it is capable of doing so, within 6 business days after the delivery of a request for suspension or modification of the campaign. In such case, the Client shall be required to pay compensation to Atmedia in the originally agreed amount, even if the agreed volume of GRP will not be achieved.

D. Price terms

Rates

1. The rates for broadcasting of advertising on TV Channels for individual business models shall be issued by Atmedia basically for a period of one calendar month, always no later than by the first business day of the calendar month directly preceding the calendar month for which the rates for broadcasting of advertising are set.
2. The rates are set for individual channels and for GRP packages in Atmedia's offer.
3. The rates are published on Atmedia's Website.
4. If the rates are not published by the deadline specified in paragraph 1, then the rates that were most recently published in the manner specified in paragraph 3 shall remain in effect.

E. Invoicing

1. The amount of compensation for Atmedia shall be specified in the Contract or Order.
2. Unless otherwise agreed upon, the Client shall become required to pay Atmedia compensation at the moment of ensuring broadcasting of a Commercial Message, which shall be understood as either the moment when the Commercial Message was broadcast or the moment when the Commercial Message should have been broadcast, but was not due to reasons on the Client's side.
3. All compensation for Atmedia will be increased by VAT at the rate set by applicable law.
4. Invoices, which serve as tax documents, generally shall be issued by Atmedia after the end of the tax period (calendar month), with it further agreed that Atmedia reserves the right to issue an invoice also during the month, particularly if the broadcasting of a Commercial Message has been ended by the fifteenth calendar day of the particular month.
5. Unless explicitly excluded by a Contract or Order, Atmedia shall be entitled before broadcasting a Commercial Message to require the Client to pay an advance up to the full amount of the agreed compensation for Atmedia, including any applicable VAT.
6. Invoices issued by Atmedia must be paid within 14 (fourteen) calendar days after their issuance. An invoice shall be considered paid when the total billed amount is credited to Atmedia's account specified on the invoice.
7. In the event of a delay with payment of an invoice issued by Atmedia, Atmedia shall be entitled to require the Client to pay besides legally defined interest for default also a contractual penalty equal to 0.1% of the owed amount for each commenced calendar day of delay with payment of the invoice. Payment of interest for default and a contractual penalty as referred to in this provision shall not affect Atmedia's entitlement to require the Client to pay compensation for damages in an amount exceeding the paid contractual penalty.
8. In the event of a delay with payment of any due financial obligation of the Client's towards Atmedia, Atmedia shall be entitled after giving the Client prior notice to refrain from commencing ordered and confirmed broadcasting and/or to suspend already commenced broadcasting, in which case the Client shall be liable to Atmedia for all damages resulting from such delay with payment of owed obligations to

Atmedia as well as for non-commenced ordered broadcasting or suspension of already ordered broadcasting that arise for Atmedia, including profit of which Atmedia has been deprived in connection therewith.

F. Basis materials for broadcasting

1. Broadcasting of any Commercial Message as well as of an advertising campaign shall be conditioned in particular on proper providing of broadcasting materials by Atmedia, and all such materials must be provided in digital form and must fulfil the Technical Requirements of Atmedia; Atmedia reserves the right to change the Technical Requirements at any time, particularly in view of the requirements of individual Broadcasters and the needs of TV Channels.
2. The Technical Requirements for broadcasting materials of Atmedia are published on Atmedia's Website. Broadcasting materials must contain for each Commercial Message and/or sponsorship message a separate AKA code and set of music. If any do not meet these requirements, Atmedia shall be entitled to refuse to broadcast such Commercial Message or sponsorship message or may have such Commercial Message or sponsorship message reworked at the Client's expense.
3. Atmedia reserves the right without prior notice to refuse to accept any broadcasting materials that are at variance with the Contract, with the Order, with the General Commercial Terms and Conditions, with applicable law or with the Technical Requirements and/or to end or suspend fulfilment to which Atmedia had committed for the Client based on a Contract or Order, if during already commenced fulfilment Atmedia discovers that broadcasting materials provided by the Client conflict with the Contract, with the Order, with the General Terms and Conditions, with the law and/or with the Technical Requirements.
4. The costs for supplying of broadcasting materials to Atmedia shall be covered by the Client.
5. The Client must deliver the broadcasting materials to Atmedia to the place and in the manner determined by Atmedia, no later than 5 (five) business days before the first day of broadcasting of the Commercial Message specified in the Contract or Order.
6. If the Client does not supply the materials for broadcasting, or if the Commercial Message has been rejected by Atmedia due to reasons specified in paragraph 3, Atmedia shall retain the right to be paid contractually agreed compensation, and in such cases the Client shall not become entitled to punish Atmedia, particularly if compensation for damages and lost profit are involved.

G. Contents of Commercial Messages, third parties' rights

1. Within the scope of the Atmax, Attractive and Atchoice package, campaigns may not be broadcast if they conflict with the requirements for broadcasting intended for children (for example, if they contain alcohol, pornography, etc.), or if they otherwise conflict with requirements set by law.
2. The Client shall be fully liable for the contents and legality of supplied Commercial Messages, particularly in relation to accuracy, completeness and non-misleading character of the contents of Commercial Messages and shall be liable for damages caused to Atmedia and/or to Broadcasters of TV Channels resulting from breaches of such requirements. The Client also pledges to compensate Atmedia and the Broadcaster in connection with any claims of any character applied by third parties and/or state bodies against Atmedia or operators of TV Broadcasting related to the contents of supplied and broadcast Commercial Messages, including compensation for all costs that arise for Atmedia or for Broadcasters in connection with third parties exercising their entitlements in connection with this Article hereof. The

provisions of this paragraph relate mainly to potential claims applied against Atmedia and Broadcasters in connection with libel, breaches of competition law, copyrights and rights related to copyrights, industrial rights, rights related to labelling of origin, consumer rights and any other rights and obligations set in particular by Act No. 89/2012 Coll., the Civil Code, as amended, Act No. 121/2000 Coll., the Copyright Act, as amended, Act No. 231/2001 Coll., on operation of radio and TV broadcasting, as amended, Act No. 40/1995 Coll., on regulation of advertising, as amended, Act No. 186/2016 Coll., on gambling games, Act No. 634/1992 Coll., on consumer protection, as amended, Act No. 145/2010 Coll., on consumer credit, as amended.

3. By entering into a Contract and/or by issuing an Order, the Client represents and warrants that the Client has properly acquired and holds all rights and has settled all royalties and compensation for owners of rights in relation to the production and broadcasting of Commercial Messages on TV Channels, except for operating rights for works of music with or without text created by authors represented by OSA. Atmedia shall ensure authorisation to use the works of authors represented by OSA in TV Channels' broadcasting, and via OSA it shall settle operating royalties for authors of protected music and text represented by OSA specified in the music set for the Commercial Message for its broadcasting on TV Channels.

4. If a Commercial Message contains protected music, the Client guarantees that it has been acquired and that fees for synchronisation rights for all protected music used in the Commercial Message has been paid, meaning that the Client has acquired authorisation to use the music for production of the Commercial Message. If any audio recording is used in a Commercial Message, the Client guarantees that the Client has acquired from the manufacturers and performing artists the authorisation to use the audio recording during production of the Commercial Message and its use in TV Channels' broadcasting and that the Client has settled the authorised entitlements of the producers of audio recordings and performing artists for the specified use. If a Commercial Message uses an audio recording produced for commercial purposes, the Client shall be required to settle the producers' entitlements related to the production of the Commercial Message via a Contract entered into with the producers, the entitlements of performing artists related to the production of the Commercial Message and the entitlements of producers and performing artists related to the broadcasting of the Commercial Message on TV Channels via a Contract entered into with the collective administrator, Intergram.

5. The Client hereby pledges at the request of Atmedia to submit without undue delay copies of respective Contracts proving settlement of the entitlements of all rights holders in the scope specified above and a copy of the report for Intergram.

6. Based on a complaint relating to breaches of the law and/or of third parties' rights, Atmedia shall be entitled to suspend broadcasting of a Commercial Message, without such interruption being considered a breach of Atmedia's obligations and without it having any effect on the amount of compensation.

7. The Client hereby agrees that if TV Channels are broadcast via satellite, the contents of broadcasting, including Commercial Messages may be received in various countries, and therefore the Client shall be required at its own expense also to settle copyrights and/or other rights of third parties.

H. Liability for damages

1. The provisions of these Commercial Terms and Conditions shall not in any way affect Atmedia's and the Client's liability for property-related or non-property-related harm as defined by law.

2. In particular, the Client shall be fully responsible for ensuring that the broadcasting of a Commercial Message does not breach the law and does not interfere with any rights of third parties, and in such case the Client shall be liable for any damages arising from such breaches of the law or interference

with rights of third parties for Atmedia, Broadcasters or other parties whom the Client has caused damages or any other infringement of their rights. For avoidance of any doubts, it shall be hereby understood that the Client shall be fully liable for any damages or harm arising for Atmedia and/or for TV Broadcasters as a result of broadcasting of a Commercial Message that conflicts with regulations or with third parties' rights, and in particular the Client shall be liable for imposed administrative sanctions, authorised claims brought by third parties, including potential costs of court or administrative proceedings incurred by Atmedia, and/or by Broadcasters in connection with corresponding due process defence against such administrative sanctions, court proceedings and/or claims of third parties.

3. The Client shall also be responsible for ensuring the accuracy and completeness of the contents of information about copyrights that has been provided to Atmedia and/or to other parties specified in these Commercial Terms and Conditions. In this case as well, for avoidance of any doubts it is hereby understood that the Client shall be fully liable for any damages arising for Atmedia and/or for TV Channels' Broadcasters resulting from providing of inaccurate or incomplete information about copyrights, and in particular the Client shall be liable for imposed administrative sanctions, authorised claims brought by third parties, including potential costs incurred for court or administrative proceedings by Broadcasters in connection with corresponding due process defence against such administrative sanctions, court proceedings and/or claims of third parties.

4. If Atmedia and/or TV Channels' Broadcasters commence any court or administrative proceedings, the Client shall be required at the Client's own expense to provide Atmedia and/or the Broadcasters with all necessary cooperation that can be reasonably expected, including by providing any explanations, documentation and/or information required by Atmedia and/or by Broadcasters from the Client in connection with fulfilment of a Contract or Order.

5. In the event of any defects in Commercial Messages, the Client shall be required to claim such defects to Atmedia without undue delay, at the latest by the expiration of a 30-day period from the date of broadcasting of such Commercial Messages, or otherwise such claims stemming from defective fulfilment shall expire and shall not be taken into consideration.

6. The following only shall be considered defects in Commercial Messages for which Atmedia is liable:

- (i) non-broadcasting of a Commercial Message,
- (ii) partial broadcasting of a Commercial Message,
- (iii) broadcasting of a Commercial Message in unsatisfactory technical quality, even though the broadcasting materials have been provided properly by the Client in accordance with these General Terms and Conditions, or
- (iv) broadcasting of a Commercial Message that conflicts with a Contract or Order.

7. In the event of defects in a Commercial Message, the Client shall be entitled to a reasonable discount off of the compensation for Atmedia for broadcasting of the Commercial Message.

I. Use of the General Terms and Conditions

1. Unless otherwise agreed upon between Atmedia and the Client in a Contract or Order, their relationships with each other shall be governed by these General Terms and Conditions and/or in matters not expressly mentioned by relevant provisions of Act No. 89/2012 Coll., the Civil Code.
2. Differing contractual arrangements expressly contained in a Contract entered into between Atmedia and the Client or stemming from conditions specified in an Order accepted by Atmedia shall have priority over the wording hereof.
3. Atmedia shall be entitled at any time to change the valid General Terms and Conditions or to replace them with completely new wording, and Atmedia shall be required to inform the Client at the earliest one calendar month in advance of a change or new version of the General Terms and Conditions taking effect. The complete wording of the General Terms and conditions valid by a specific date shall be published on Atmedia's Website.
4. If the Client does not provide Atmedia within 14 (fourteen) days from the date when Atmedia has provably notified the Client that a change and/or adoption of new wording of the General Terms has been adopted with a written declaration stating that the Client does not agree to a change of the General Terms and Conditions and/or of its new wording, then the contractual relationships between Atmedia and the Client shall be governed as of the date of effectiveness of the change to the General Terms and Conditions or of the new wording of the General Terms and Conditions by the changed or new adopted wording hereof.
5. If the Client delivers to Atmedia within 14 days of the date when the Client has been provably notified by Atmedia of a change and/or adoption of a new version of the General Terms and Conditions a declaration in which the Client expresses disagreement with a change to the General Terms and Conditions and/or with their new wording, then the contractual relationships between Atmedia and the Client shall be governed by the wording of the General Terms and Conditions that were most recently agreed upon between Atmedia and the Client, and/or which were most recently expressly or in any other manner approved and/or accepted by the Client.

J. Final provisions

1. Unless otherwise expressly agreed upon between Atmedia and the Client, the legal relationships between Atmedia and the Client shall be governed by relevant provisions of applicable Czech legislation, even if the Client is a party not subject to the jurisdiction of Czech law.
2. These General Terms and Conditions replace the General Terms and Conditions dated 1 January 2017 and shall take effect on 1 June 2017.