

SEZNAM.CZ ADVERTISEMENTS – CUSTOM USER LISTS

These terms and conditions (hereinafter only the "**Terms**") apply to advertisers (hereinafter only the "**Advertiser**" and/or "**Advertisers**"), who use under Seznam Sklik service operated by Seznam.cz, a.s. (hereinafter only "**Seznam.cz**"), their own or custom lists of users (hereinafter only "**Service**") and do not replace any conditions which regulate your purchases of advertisements from Seznam.cz.

1. SERVICE TERMS OF USE – GENERAL

- 1.1. This Service allows Advertisers as business partners of Seznam.cz to record/import their own data source, in particular in the form of the email address of customers of the Advertiser (hereinafter only the "**Advertiser Data Set**"), by using the Service into the commercial/advertising system Sklik, operated by Seznam.cz and available at (URL): <https://www.sklik.cz> (hereinafter only "**Seznam Sklik**").
- 1.2. As a result of the import of the Advertiser Data Set, the Service allows Advertisers to perform a pairing process of the Advertiser Data Set with data sets of Seznam.cz. After the pairing process is complete the so-called custom user lists (hereinafter the "**Custom User Lists**") are created from the Advertiser Data Set, which may primarily be used by the Advertiser to create targeted advertising messages in the form of advertising banners across the Seznam Sklik network service. After the pairing process is completed and after the Custom User Lists are created, Seznam.cz will immediately delete the Advertiser's data set in accordance with Article 3.1.2 of these Terms.
- 1.3. The terms defining the handling of the Advertiser Data Set and the Custom User Lists are regulated in detail in Articles 2 and 4 of these Terms.
- 1.4. The Service is available to all Advertisers who are also users of the Seznam Sklik service. As the operator of this Service, Seznam.cz is entitled to terminate the provision of the Service including Seznam Sklik used by the Advertiser at any time, especially if these Terms or legitimate interests of Seznam.cz have been violated.
- 1.5. By agreeing to these Terms, you declare that you are the person authorised to agree and except these Terms on behalf of the Advertiser and to oblige the Advertiser to observe these Terms. If you are not the Advertiser (or an agency or other person authorised to act on behalf of the Advertiser) you may not use this Service.

2. ADVERTISER'S STATEMENT AND OBLIGATIONS

- 2.1. **By accepting these Terms and by using the Service, you as the Advertiser expressly agree to the following terms and conditions of the Service in relation to the Advertiser's Data Set and Custom User Lists. In particular you confirm that:**
 - 2.1.1. you are entitled to upload only Data Sets of the Advertiser within the Service that do not contradict the provisions of these Terms and are in compliance with them;
 - 2.1.2. you declare and guarantee that you hold all rights under which the Advertiser is authorised to publish and use the Advertiser's Data Sets in accordance with all applicable laws, in particular for the purposes of using the Service;
 - 2.1.3. if you use the Data Set on behalf of the Advertiser, you as the representative of the Advertiser declare that you have the authority to publish and use the Advertiser's Data Set on behalf of the Advertiser. Further, you undertake to oblige the Advertiser to comply with these Terms;
 - 2.1.4. you declare and guarantee that the Advertiser Data Set does not apply to any specific persons who have directly or indirectly expressed their disagreement with the use of the Advertiser Data Set, or any part thereof, for the purpose of publication or targeted advertising in accordance with these Terms;

- 2.1.5. you undertake to perform the following, if: (A) a specific person to whom: (i) the Advertiser Data Set, or any part thereof applies to, has revoked its consent with the use of that Advertiser Data Set, or any part thereof, for the purposes of the Service, and/or (ii) the Custom User Lists, or any part thereof that concerns the list, for which the person has revoked its consent with the use of the Custom User Lists, or any part thereof, for the purposes of the Service; you undertake to, additionally, remove from the Service the Advertiser's Data Set, Custom User Lists, or any part thereof relating to this person within the extent that the particular person formulated and applied such revocation of consent; or (B) as the Advertiser, you no longer have the legal title allowing you to use (other than withdrawal of consent): (i) the Advertiser Data Sets, or any part thereof, for the purposes of the Service, and/or (ii) Custom User Lists, or any part thereof, for the purposes of the Service, you undertake to remove from the Service the additional Advertiser Data Set, Custom User Lists, or any part thereof within the extent for which you no longer have the legal title of use under the Service. You undertake to make sure that the Data Set of the Advertiser, or rather your own lists of users comply with these Terms immediately, by replacing the original Advertiser Data Set with a new Advertiser Data Set, or rather after the pairing process is completed, by replacing the Custom User Lists with a new Advertiser Data Set, or possibly if API is used then by another available method;
- 2.1.6. you may not sell or transfer your own user lists, nor may you authorise any third party to sell or transfer lists in violation of these Terms;
- 2.1.7. you acknowledge 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 Seznam 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.

2.2. Other obligations of the Advertiser:

- 2.2.1. The Advertiser is required to define in its personal data processing policies that you disclose your user information to third parties who provide certain services under your name and that the Advertiser requires consent for such sharing, if required by the applicable law;
- 2.2.2. The Advertiser is obliged to only use active and supported Seznam Sklik services to upload/record user data;
- 2.2.3. 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/obsahovy-web/pravidla-reklamy/> (hereinafter the "Rules of Advertising");
- 2.2.4. The Advertiser is obliged to comply with all valid and effective legal regulations.

3. DECLARATIONS AND OBLIGATIONS OF SEZNAM.CZ

3.1. Seznam.cz, as the operator of the Service:

- 3.1.1. acts as a processor of personal data who acts based on your instructions as the Advertiser and also as the data administrator, which the operator receives from you under the Advertiser's Data Set through the Service;
- 3.1.2. will not share the Advertiser Data Set with third parties or other advertisers, and the operator undertakes to delete the Advertiser Data Set immediately upon completion of the pairing process, due to which Custom User Lists will be created; Seznam.cz undertakes to maintain confidentiality and security of the Advertiser Data Set and/or Custom User Lists, including technical and physical security measures aimed at (a) protecting the security and integrity of the Advertiser Data Set and/or Custom User Lists while these are stored in systems of Seznam.cz, and (b) prevent accidental or unauthorised access to Advertiser Data Sets and/or Custom User Lists including their use, alteration or disclosure/declassification under Seznam.cz systems;

- 3.1.3. will not provide access to Custom User Lists or information about the lists to other Advertisers or third parties, link Custom User 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:
- providing services for Advertisers within the scope of the Service,
 - providing Custom user 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,
 - with permission of the Advertiser,
 - when required by law to do so;
- 3.1.4. 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 Custom User Lists from the Service at any time using the tools available in their user accounts under the Seznam Sklik service;
- 3.1.5. should the Advertiser be inactive under the service for more than 3 months, the operator is entitled to delete the Custom User lists from the Service. For the purposes of these Terms, any inactivity under the Service refers to a situation where the active Custom User Lists do not show any displayed advertisements under the Service.

4. ACTIVITIES PROHIBITED UNDER THE SERVICE

4.1. The following is prohibited under the Service:

- 4.1.1. import/upload an Advertiser Data Set containing data on users under the age of 15 or data obtained from websites or applications intended for children under the age of 15;
- 4.1.2. create advertising content, which implies knowledge of data enabling identification or special categories of data, or rather which imply the knowledge of sensitive user data;
- 4.1.3. 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](#);
- 4.1.4. 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/>;
- 4.1.5. use the Data Set of the Advertiser or the Custom User Lists to define target interest categories to which users pay attention;
- 4.1.6. collect data on users 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

- 5.1. 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.
- 5.2. 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.

- 5.3. 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

- 6.1. 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.
- 6.2. 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 (hereinafter the “**Deadline**”). During the Deadline, the Advertiser has the right to reject the change of the Terms, deactivate the Service and reject these Terms by using the Seznam Sklik interface and the Advertiser may do so in the following manner: (i) delete all Custom User Lists created through the use of the Service, or (ii) by using the functionality of the Service designated for this purpose. Using the Service during the deadline will be regarded as a full acceptance of the change of the Terms and by doing so, the Advertiser waives the deadline. 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.
- 6.3. 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.