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## **GENERAL TERMS AND CONDITIONS FOR ADVERTISING AND PUBLICATION OF CONTENT ON THE "ZASLON" MULTIMEDIA ADVERTISING AND INFORMATION SYSTEM**

### **I. GENERAL TERMS AND CONDITIONS**

#### **Article 1**

The General Terms and Conditions of operation and the publication of content on the ZASLON system (hereinafter referred to as the "General Terms and Conditions") apply to all contracts and orders (hereinafter referred to as the "Orders") concluded between Media Bus d.o.o. (hereinafter referred to as the "Contractor") and the Clients of the content for publication (hereinafter referred to as the "Client"), and are an integral part of each order and/or contract, of which the Client is reminded in informative offers and pro forma invoices. By placing an order, the Client confirms that they are acquainted with the General Terms and Conditions of the Contractor.

In the event that a written contract stipulates different business conditions than those in the General Terms and Conditions, the latter shall apply. Verbal agreements that differ from the provisions of these General Terms and Conditions shall not be valid.

By placing an order, each Client undertakes to be acquainted with these General Terms and Conditions. If a third party acts as an intermediary between the Client and the Contractor, such a party shall be obliged to inform the Client of these General Terms and Conditions.

The Contractor reserves the right to amend these General Terms and Conditions.

#### **Article 2**

Content on the ZASLON system is all publicly broadcast commercial and non-commercial content. Commercial content is advertisements that are payable by the Client. Non-commercial content is non-profit in nature and is in the wider interest of society.

#### **Article 3**

Media Bus d.o.o. markets the following services:

- Advertising on digital screens of the ZASLON system;
- Interactive advertising and participation in prize games, surveys, voting, prize voting, using SMS and WAP technology, etc.;
- Multimedia content production; and
- other services in accordance with the registered activity of the company.

### **II. ENQUIRY AND ORDER OF SERVICES**

#### **Article 4**

At the proposal of the Client, the Contractor shall prepare an informative offer or pro forma invoice. An informative offer is of an informative nature and is not binding on the Contractor.

The validity of offers for the conclusion of a contract is 30 days, unless otherwise stated in the offer.

### **Article 5**

After the coordination of the Client's requests, the reservation of the advertising space shall be made with an order.

The order must contain the following information:

- Information on the Client and intermediary, if the latter acts between the Client and the Contractor;
- Campaign definition;
- Advertising period;
- Ad length;
- An order that contains additional advertising options, interactivity, or multimedia production.

The order for ZASLON services shall be valid if sent by post in writing, by fax or by e-mail.

### **Article 6**

The deadline for placing an order shall be 10 days before the start of the ad broadcast.

### **Article 7**

The Contractor may reject the order if:

- The Client or the final client has outstanding liabilities to the Contractor;
- The content of advertising messages is contrary to applicable regulations, moral principles and advertising ethics;
- In other cases specified in these General Terms and Conditions.

## III. ORDER CANCELLATION

### **Article 8**

The Client or its intermediary who places orders on behalf of the Client may cancel the order no later than 15 working days before the planned broadcast of the advertising content on the ZASLON system.

Cancellation can be made in writing, with the signature and stamp of the Client or the responsible person of the Client, or in electronic form with the electronic signature of the Client or the responsible person of the Client. The cancellation shall take effect on the date of receipt of the cancellation by the Contractor.

In the event of cancellation of the order after the expiry of the time limit specified in paragraph one of this Article, the Contractor shall be entitled to charge for the services already realised in proportion to the total value of the order, and for unrealised part of the services, 30% of the amount that represents the difference between the total value of the order and the proportional realised part of the order.

In the event of cancellation of advertising, the Client shall be obliged to pay the Contractor for the multimedia production service, if it was performed by the Contractor. It shall be calculated according to the production hours. The price of a production hour is €70.00 + VAT.

## IV. CONTENT

### **Article 9**

Content on the ZASLON system is all published information, such as text, image, sound, video, animation, survey, quiz, voting, RSS, prize game and other content according to the wishes of the Client, in accordance with the provisions of these General Terms and Conditions.

The Client is familiar with the content structure of the playback block. It contains informative and commercial content and service notices in accordance with the Contractor's editorial policy.

A playback block on the ZASLON system shall be considered a collection of all multimedia content, which shall be periodically repeated at equal intervals on the network of digital screens.

Advertising content on the ZASLON system is exclusively visual, without sound. Content is dynamic; a static ad is not possible.

The Contractor does not guarantee a time slot within the playback block. The Client's advertisement shall be randomly placed in the playback block.

The Contractor undertakes to remove the multimedia advertising content from the playlist after the end of the lease.

#### ***Article 10***

Advertising messages must be in accordance with the Advertising Code and applicable law, and appropriately marked as an advertisement. If the advertising message is not properly marked, the Contractor reserves the right to mark the advertisement properly, as required by the Advertising Code and applicable law.

#### ***Article 11***

The Client shall be responsible for the content of the advertisements. The content of the advertisements must not be contrary to applicable regulations and moral principles, must not be used for any political party or election campaign or referendum purposes, and must not be aimed at inciting intolerance. The content must not in any way devalue the activities of the passenger service provider, or harm the public image of the carrier.

The Client shall be responsible for the content of the advertisements, both during the preparation and the entire period of publication, or the duration of this contract. The content of the advertisements must not be overtly or covertly contrary to applicable compulsory regulations and moral principles, must not be used for any political party or election campaign or referendum purposes, and must not be overtly or covertly aimed at inciting intolerance in the public. The content must not in any way, overtly or covertly devalue the activities of the public passenger service provider, or harm the public image of the carrier.

In the event of non-compliance with the provisions of paragraph one of this Article, the Contractor shall be entitled, at its sole discretion and without compensation or reimbursement obligation to the Client, to refuse to publish such an advertisement, and unilaterally withdraw from the contract. Notwithstanding the preceding provision, the Client shall be entitled to a refund of any advance payment for the production of the advertisement and any advance payment for the publication of the advertisement.

In the event of subsequently established non-compliance with the provisions of paragraph one of this Article, the Contractor shall be entitled to withdraw the already published advertisement, at its own discretion, immediately and without the obligation of compensation or reimbursement of costs to the Client. Notwithstanding the preceding provision, in the event of withdrawal of the advertisement and unilateral withdrawal of the Contractor from the contract, the Client shall be entitled to a refund of the unused already paid proportional part of the broadcasts of the advertisement.

By accepting these General Terms and Conditions, the Client guarantees that it has acquired all necessary rights to the content, that it may dispose of them and grant all rights, such as copyright and

related rights, intellectual property rights, personal rights and other rights to the Contractor for use under the General Terms and Conditions or the terms and conditions agreed.

If, due to the inadequacy of the Client's advertising message, the Contractor is prosecuted, the Client shall be obliged to ensure reimbursement of all costs arising from the penalty, and the costs of legal representation and court proceedings. If the ordered advertising service ends prematurely, or does not start at all due to a decision of the inspection services or a final court injunction, the Client shall be obliged to pay the value of the ordered advertising service in full.

#### **Article 12**

The Client shall be obliged to cover any costs related to the payment of compensation to organisations that mutually protect and manage the rights of musical, audiovisual and literary works of authors, and musical and audiovisual works of performers and producers.

#### **Article 13**

By accepting these General Terms and Conditions, the Client shall allow the Contractor at least:

- Public acquisition of photographs, recordings, content, services on the ZASLON system, and above all public publication and the right to reproduce recordings;
- Further dissemination of recordings (distribution), including public disclosure via the ZASLON system;
- The right of processing, but only to the extent necessary due to the technological features of public communication on the ZASLON system, reproduction of recordings and permanent fixation of recordings on the medium as specified in these General Terms and Conditions, and processing in accordance with the requirements of the use of recordings (aesthetic - artistic adaptations, adaptations for the purpose of advertising, transmission through new forms of media, etc.), which must not wrongly represent the persons in the recordings or ridicule them, or otherwise excessively infringe on their rights in any way, in accordance with the purpose of obtaining content;
- Citing the Client and its campaign or campaigns as a reference even after the end of the campaign. The Client shall grant the rights to publish and perform the service on the ZASLON system for the entire duration of the concluded contract, for the entire area where the ZASLON networks are located, in the manner defined in the contract, order and these General Terms and Conditions.

#### **Article 14**

The content must be in the Slovenian language, or must include Slovenian subtitles. If the content is also specifically intended for foreigners, foreign languages may also be used, but foreign language versions must not be significantly more pronounced than the Slovenian one. Any costs of translation or subtitling shall be borne by the Client.

#### **Article 15**

The Client may prepare its own content in accordance with the technical norms provided by the Contractor, upon confirmation of the order, and deliver them to the Contractor in an appropriate manner by the agreed deadline.

The deadline for delivery of the Client's own content shall be no later than 5 working days before the planned broadcast of the advertising content on the ZASLON system.

In the case of long-term cooperation and frequent changes in the content, the deadline for submission shall be specified in the contract.

All submitted content shall be reviewed by the responsible person of the Contractor, who may reject it due to content, technical or quality inadequacy. Upon receipt of the content, the Contractor shall

notify the Client of the inadequacy of the content, and may request its correction, which the Client must provide no later than 3 days before the start of publication.

#### **Article 16**

In case of untimely submission of prepared content, the Contractor cannot guarantee the timely start of the campaign. In this case, the Contractor shall not be obliged to compensate for the missed broadcast time outside the time slots previously agreed, and the Client shall not be entitled to compensation for the time when the content was not broadcast.

The Contractor shall not be responsible for any incomplete visual and/or content appearance of the created advertisement which is the result of the Client's errors in the preparation of the graphic materials. In the event of cancellation or termination of the ordered advertising service for the reasons indicated above, the Contractor shall charge the full order amount.

### V. PRICE OF SERVICES AND PRICE LISTS

#### **Article 17**

The prices of advertising on the ZASLON networks shall be determined by the applicable price list for advertising services, and shall be valid for the full implementation of an individual ZASLON network.

The Contractor may change the prices of the Services at any time. Changes in the price of services shall not affect advertising that is already under way, or prices previously agreed in writing.

Intermediaries must follow the prices according to the applicable price list. The applicable price list for advertising services on ZASLON networks is published on the website [www.zaslon.si](http://www.zaslon.si), and shall also be provided in physical form by the Contractor at the request of the Client.

#### **Article 18**

The base prices are defined in the applicable price list for advertising services on the ZASLON network. The final price shall be affected by the following factors:

- Ad length;
- Campaign duration;
- Discounts;
- Ad dimensions;
- Use of time triggering;
- Use of geolocation triggering;
- Use of interactivity via SMS or mobile portal;
- Other factors.

The price shall also be affected by the additional ordered services, such as multimedia production, content delivery, etc.

In the event that the Client requests the publication of content that does not comply with technical or other requirements, the Contractor may either refuse to publish such content or, with the consent of the Client, which must be given no later than three days before publication, arrange for modification to technical appropriate content formats, for which the Client shall pay the price for such a modification according to a special price list of production services, or as agreed in a special written agreement.

If two or more companies are co-advertising, the Contractor shall have the right to charge a mark-up of 50% of the final price of advertising.

## VI. METHODS OF BROADCASTING CONTENT

### **Article 19**

Broadcasting the advertisements is possible in the following ways:

- Full-screen, which means that other fields and an additional banners are not displayed, and the ad is played in full-screen. The exception is the upper LPP banner, which shows the approaching stops, and is present throughout the broadcast of advertising and information content,
- Ad in a mask, which means that the ad is only displayed in the part of the screen, along with other fields (RSS, SMS, XML, ...), available to the advertiser to display the logo, interactive content or text.

### **Article 20**

The ZASLON system allows time triggering, which means playing the ad at a predetermined time on all screens in each network.

### **Article 21**

The ZASLON system allows geolocation triggering in public transport, which enables the display of an advertisement when approaching a predetermined area. In the event that other content or an ad is broadcast at the time of entry into the area, the geolocation-triggered ad shall be broadcast as soon as the previous content ends.

The Client shall define the geolocation point where the Client wants to trigger the ad. The Contractor shall then define a range that will allow the advertisement to be broadcast before the public transport arrives in the defined area.

The price of geolocation-triggered advertising depends on the number of geolocation points, the length of the ad, and its duration. The minimum duration of geolocation-triggered advertising is 7 days.

### **Article 22**

The ZASLON system allows interaction with end-users via SMS messages and a mobile portal. The user can actively respond to an individual advertising message by sending the keyword that corresponds to the Client's ad to the number 6001, and thus participate in various forms of interaction.

The ZASLON system supports various types of interactivity: prize game, prize voting, prize bonus, purchase or reservation of tickets, mobile portals, etc.

In the case of interactivity, the Client shall provide a prize or bonus, and the Contractor shall prepare the rules of the prize game, publish it on the website [www.za-slon.si](http://www.za-slon.si), and ensure the implementation of the prize game.

## VII. PAYMENT FOR SERVICES

### **Article 23**

The Contractor shall have the right to determine the payment conditions for an individual Client and, based on the verification of the Client's creditworthiness, demand payment of an advance of part of or the entire amount of the offer or pro forma invoice. In the event that an advance is required, the Client must pay it and transfer it to the Contractor's account within the time limit specified in the pro forma invoice, and in any case no later than one day before the deadline for submission of materials in the prescribed form.

Payment deadlines shall be specified in the individual order of the Client.

The Client shall have the right to reject or contest the invoice within 8 (eight) days after receiving the invoice due to a valid reason, which must be attached in writing to the rejected invoice. Otherwise, the Contractor shall consider that the Client has accepted the invoice for the service in full, and shall not take into account any subsequent rejections.

#### ***Article 24***

In the event that the Client does not pay the full amount of the invoice within the prescribed time limit, the Contractor reserves the right to charge statutory default interest. In this case, the Contractor also reserves the right not to provide new or existing services to non-payers, if they are still in progress until all obligations are settled.

#### ***Article 25***

Complaints shall only be considered if they are submitted in writing within 5 days after the publication of the content, use of the service or receipt of the invoice. The Client shall be responsible for errors resulting from an inappropriate template, missed submission deadlines, unfulfilled technical requirements, or corrections communicated by telephone.

The Client shall be entitled to a report on the broadcast of an individual ad or advertising campaign by location.

### VIII. OPERATION OF THE ZASLON SYSTEM

#### ***Article 26***

The Contractor shall exercise the diligence of a good businessperson to ensure the continuous, reliable and uninterrupted operation of the ZASLON system.

The Contractor shall ensure the reliable transmission and publication of the content that has been syntactically correctly received, in accordance with the technical requirements and standards of the ZASLON system.

The Contractor shall not be responsible for the operation and interpretation of the content and for communication channels that are not owned or controlled by the Contractor.

#### ***Article 27***

The Contractor shall not be liable for any malfunction of the ZASLON system or any damage resulting from force majeure or causes beyond the control and operation of the company, including the consequences of the operation of system operators.

#### ***Article 28***

The Client is aware of the fact that some elements are beyond the control of the Contractor, so the transfer of data is not completely secure and reliable.

#### ***Article 29***

Circumstances that are independent of the will of the parties, and which could not have been prevented even by a diligent party and stem from a cause beyond their control, and their effect could not have been foreseen, avoided or averted, resulting in inability or partial inability to meet agreed obligations, shall be considered force majeure. Actions by authorities shall also be considered force majeure.

The occurrence of force majeure shall justify the Contractor and the Client in case of non-fulfilment or partial non-fulfilment of obligations for the duration of force majeure, and also exempt them from

the obligation to pay compensation and contractual penalties for non-fulfilment of contractual obligations during the force majeure.

The party invoking force majeure shall be obliged to inform the other party about the onset of force majeure and its cessation, immediately and in a reliable manner, but no later than within 8 (eight) days after the cessation of the force majeure. Otherwise, such a party shall be liable for all damage caused as a result.

#### IX. OTHER SERVICES

##### **Article 30**

Additional services mainly include the production of multimedia, online and mobile ads, additional multimedia and mobile services, analysis of users of ZASLON system services, and marketing consulting.

Ordering additional services, price lists and other conditions shall be agreed upon separately.

##### **Article 31**

In the case of an order for the production of content, the Client must submit all the materials necessary for the preparation of the final product within 10 days before the start of the desired publication.

The Client must confirm all created content before its broadcast no later than 5 days before the agreed publication, via e-mail. The confirmation of content shall be final.

If the Client rejects the advertisement, the Client must justify the rejection, and the Contractor shall modify the content as soon as possible and no later than within three days.

##### **Article 32**

The Client shall, within the time limit, in the form and manner specified in these General Terms and Conditions or a special agreement, provide the Contractor with materials and content of appropriate quality necessary for the production of the ordered multimedia content.

If the Client does not submit the relevant materials in time, the Contractor reserves the right to change the production deadlines and subsequent completion of the content and materials, which is in accordance with the agreed conditions. All related costs shall be borne by the Client, who shall not be entitled to compensation for the time when the content was not broadcast.

In the event of untimely transmission of content and materials for production, the provisions of Article 16 of these General Terms and Conditions shall apply mutatis mutandis.

#### X. FINAL PROVISIONS

##### **Article 32**

These General Terms and Conditions shall apply from 15 July 2021 until the adoption of new General Terms and Conditions.

The General Terms and Conditions are binding on both parties. The Client and the Contractor shall endeavour to settle any disputes arising from these General Terms and Conditions amicably. If this is not possible, the District Court in Ljubljana shall have material jurisdiction to settle the dispute.