**STANDARD TERMS OF SALES CONTRACTS FOR ADVERTISING SERVICES OF JCDECAUX EESTI OÜ**

Entry into force: 31 August 2022

**1. General provisions**

1.1. JCDecaux provides advertising services to the Client pursuant to the procedure set forth in these Standard Terms as well as the special terms and conditions signed by JCDecaux and the Client.

1.2. The special terms and conditions are formulated as a written Contract between the Parties or an Offer accepted by the Client (in these Standard Terms, hereinafter referred to as the Contract). The Contract contains the period(s) for each advertising campaign, the types, volumes, and prices of services provided by JCDecaux, as well as other special terms and conditions. In cases of discrepancies between the Standard Terms and special terms and conditions, the provisions of special terms and conditions (the Contract) apply.

**2. Ownership of advertising media**

2.1. All advertising media used to provide services remains in the sole ownership and possession of JCDecaux.

2.2. Only authorised employees of JCDecaux have the right to install and remove posters on advertising media.

**3. Payment terms and due dates**

3.1. Payments are made based on the types and volumes of agreed services. Payments shall be made to the bank account indicated on the invoice issued by JCDecaux.

3.2. Unless agreed otherwise, payments for services provided by JCDecaux shall be made by no later than on the Wednesday preceding the week of the beginning of the campaign.

3.3. In the event of a delay in payment, the Client shall pay to JCDecaux an interest of 0.2% of the outstanding sum for every day of delay. Upon delay in payment, JCDecaux has the right to refrain from the provision of services until the payment has been made. However, the advertising service of JCDecaux will be deemed provided pursuant to the terms and conditions of the Contract and the Client shall pay for services prescribed in Article 3 and the Contract in full.

3.4. The Client shall pay the service fee prescribed in the Contract also if JCDecaux is unable to provide services because the Client has failed to submit a design file or to supply posters or supplied less posters than agreed upon and JCDecaux is unable to provide services in the extent of the missing posters.

3.5. Should the Client cancel the Contract at a time when JCDecaux has printed the advertising posters, the Client shall pay or compensate to JCDecaux for the posters, taking into account the price incurred by JCDecaux for the printing of the posters.

3.6. Should the Client wish to cancel the Contract or to amend the terms and conditions to a significant extent, JCDecaux shall be informed in writing at least three (3) months in advance. Otherwise, JCDecaux has the right to demand a contractual penalty up to the cost of the campaign.

**4. Printing of posters, transfer and delivery of designs, and liability in the event of delay**

4.1. Should the Contract fail to set out a price for printing posters, the posters shall be printed by the Client.

4.2. The Client is responsible for the visual design, location, and text of the advertisement being in conformity with current legislation. Should a law or another regulation prescribe the requirement of prior coordination of the design of an advertisement, the Client obtains such consent before transferring the materials to JCDecaux. JCDecaux has the right to refuse to accept a design that obviously fails to meet the requirements set by law or another regulation. The Client shall pay the service fee agreed upon in the Contract if JCDecaux is forced to refuse to provide services because the Client has provided a design or a poster that obviously fails to meet the requirements set by law or regulation. Should a design prove to not meet the requirements set by law, the Client shall pay (compensate for) the fine imposed by a supervisory authority as well as (should there be the respective requirement) for the additional costs incurred due to extraordinary removal of the posters.

4.3. If JCDecaux is obligated to print posters, the Client shall present the print file of the design verified by them (the terms and conditions of the format of a print file are provided at <https://www.jcdecaux.ee/en/technical-requirements-and-materials>) to JCDecaux by no later than ten (10) days before the posters’ exhibition in a format described in the technical requirements.

4.4. If the Client is obligated to print posters (the terms and conditions of the format of a print file are provided at [https://www.jcdecaux.ee/en/technical-requirements-and-materials](https://www.jcdecaux.ee/en/technical-requirements-and-materials%20%20)), they shall supply the agreed number of posters to the warehouse of JCDecaux at 5 Pilvetee Street, Tallinn (formerly 72b Kadaka tee) by no later than at 4.45 p.m. on the Thursday preceding the week of exhibition. The Client shall send a sample of the poster’s print file (as a .jpg or .pdf file) to JCDecaux’s e-mail address at info@jcdecaux.ee by no later than 5 working days before the beginning of the advertising campaign.

4.5. In the event of a specific outdoor advertising campaign (special solutions), the Client shall transfer the materials necessary for carrying out the campaign to JCDecaux at a time agreed upon in the special terms and conditions (the Contract), but by no later than four (4) weeks before the beginning of the campaign.

4.6. Should the Client fail to supply the posters by the due date prescribed in Clause 4.4 or fail to deliver the print file by the due date prescribed in Clause 4.3, they shall pay contractual penalties (plus VAT) to JCDecaux in an amount depending on the actual arrival of the posters or the print file as follows:

4.6.1. Should the posters arrive before 10 a.m. on the Friday preceding the week of the beginning of the campaign – one hundred and twenty-eight euros (€128);

4.6.2. Should the posters arrive after 10 a.m. on the Friday preceding the beginning of the campaign but by no later than before 3 p.m. on the following Saturday – one hundred and ninety-two euros (€192);

4.6.3. Should the print file be saved in the JCDecaux server before 3 p.m. on Friday (9 days before the beginning of the campaign) – one hundred and twenty-eight euros (€128);

4.6.4. Should the print file be saved in the JCDecaux server after 3 p.m. on Friday but by no later than before 3 p.m. on Monday (6 days before the beginning of campaign) – one hundred and ninety-two euros (€192).

4.7. Should the Client deliver the posters after the term set forth in Clause 4.6.2 or save the design in the JCDecaux server after the term set forth in Clause 4.6.4, JCDecaux will install the posters for an additional fee, which is no less than seventy-five euros (€75) in Tallinn and no less than seventy-five euros (€75) in another settlement. The Client pays for the change of an outdoor poster’s location pursuant to the following price list:

4.7.1. Bus stop and lighted display case format – seven (€7) euros per poster;

4.7.2. Billboard and lightbox format – sixty-five (65) euros per poster;

4.7.3. Premium format – sixty-five (65) euros per poster;

4.7.4. Other formats – pursuant to a special agreement.

In the event prescribed in this Clause, posters will be installed by no later than forty eight (48) hours after receiving them, whereby only working days are considered.

4.8. The terms and conditions for the format of digital poster file, due dates for the delivery of a design, and the design requirements are available at [https://www.jcdecaux.ee/en/technical-requirements-and-materials](https://www.jcdecaux.ee/en/technical-requirements-and-materials%20%20).

4.9. JCDecaux is not liable for the delay in the beginning of the campaign that was caused by the Client’s delay in delivering posters or designs.

**5. Number of advertising posters to be delivered and the return thereof**

5.1. The minimum amount of posters to be delivered to JCDecaux is equal to:

5.1.1. In the case of a billboard, lightbox, and wall format, with the number of posters simultaneously displayed;

5.1.2. In the case of other outdoor advertising formats, with the number of posters in use and a 10% stock thereof (stock is calculated based on the total number of advertisement boards used for the campaign), but no less than one additional poster per settlement (town) included in the campaign.

5.2. After the end of the campaign, the posters remain with JCDecaux, who arranges for their utilisation. If agreed upon in the Contract, the posters are returned to the Client by way of their transportation from the JCDecaux warehouse at 5 Pilvetee Street, Tallinn (formerly 72b Kadaka tee) as of the third day following the end of the campaign but by no later than on the tenth day after the end of the campaign. Should the Client fail to obtain the posters, JCDecaux’s obligation to store the posters will be terminated and the posters will be utilised.

**6. Locations and installation**

6.1. The locations of advertising media are chosen by JCDecaux.

6.2. If Parties have agreed upon the locations where the posters will be displayed in the Contract, JCDecaux still has the right to move up to five (5) percent of the posters to be displayed every week. JCDecaux also has the right to display up to five (5) percent of the posters planned for a certain week on the previous or the following week, provided that the display remains in the time limit of the campaign. There is no right to move posters in the case of billboards, lightboxes, premiums, digital outdoor media, and advertising bases in wall format.

6.3. The installation/removal of advertising posters is carried out as follows:

6.3.1. In bus stops and lighted display cases, the campaign begins on a Monday and ends on a Sunday; the installation is carried out on the day preceding the first day of the campaign and the removal is carried out during the last day of the campaign or on the following day;

6.3.2. On billboards and in lightboxes and premiums, the campaign begins on a Tuesday and ends on a Monday. The installation is generally carried out on the day preceding the first day of the campaign or on the first day of the campaign and the removal is carried out on the last day of the campaign or on the following day, at the latest.

6.3.3. On walls, the campaign begins on a Monday and ends on a Sunday; the installation is carried out on the first day of the campaign and the removal is carried out on the day following the last day of the campaign.

6.3.4. In the case of digital outdoor media, the beginning and end of campaign is agreed upon for each campaign.

**7. Maintenance**

7.1. JCDecaux is responsible for the good condition of advertising media, i.e. good technical condition and necessary cleanliness.

7.2. JCDecaux shall ensure that the lighting of advertising media is turned on at the same time as the street lighting of that municipality. The lighting of media is switched off between 12 a.m. to 6 a.m. Should 5% or less of the media used for that campaign be switched off due to an electrical failure, it is not deemed an infringement by JCDecaux.

7.3. Should an advertising medium be damaged for some reason or if an advertisement subject to lighting is missing lighting, JCDecaux shall repair the failure or replace the medium within forty eight (48) hours as of the discovery of the failure. Should it prove impossible to repair the advertising medium, JCDecaux shall continue to display the poster at another location which shall be approved by the Client (except when it fails to exceed the limit of the five (5) percent set forth in Clause 6.2.).

7.4. Should an advertising medium be damaged for some reason, JCDecaux shall replace the damaged poster within forty eight (48) hours as of the discovery of the damaged poster. If JCDecaux has no replacement poster due to the fault of the Client (the Client failed to order additional posters or if the additional posters provided by the Client prove to be insufficient), the advertising service is deemed provided by JCDecaux as required and the Client shall pay for all services prescribed in Article 3 and the Contract in full.

7.5. Digital outdoor media is only switched on between 6 a.m. and 12 a.m.

**8. Additional Services**

8.1. JCDecaux provides additional services to the Client if it has been agreed upon in the Contract as a special condition.

8.2. JCDecaux provides photo reports through a third-party partner for an additional fee.

8.3. At the request of the Client, JCDecaux can order a follow‑up survey on the outdoor advertising campaign from AS Emor, AS Norstat Estonia, or another survey company. The report will be submitted within six (6) weeks after the end of the campaign. The prices of follow-up surveys are the following:

8.3.1. for one question, three hundred and fifty euros (€350) (plus VAT);

8.3.2. for a pre-test, three hundred and seventy-five euros (€375) (plus VAT);

8.3.3. For four to five questions, six hundred and ninety euros (€690) (plus VAT);

**9. Complaints**

9.1. The Client shall check the conformity of the advertising campaign with the terms and conditions of the Contract as early at the beginning of the campaign as possible. The Client may not accuse JCDecaux of any infringement before having informed JCDecaux thereof in writing. After the end of the advertising campaign, JCDecaux is not liable for any deficiencies that the Client failed to inform JCDecaux of during the campaign.

9.2. Should the Client be dissatisfied with the services provided during the validity of the Contract, they shall inform JCDecaux thereof in writing against signature or by registered mail by no later than forty-eight (48) hours as of discovery of the alleged infringement, but by no later than on the last day of the advertising campaign. If the Client fails to file such complaint, JCDecaux is deemed to have provided services as required.

**10. Processing personal data**

10.1. JCDecaux processes personal data on the basis of all applicable legislation, in particular the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)), the Estonian Personal Data Protection Act, and the JCDecaux Privacy Policy, available on the website <https://www.jcdecaux.ee/kupsised-ja-privaatsus>.

10.2. The controller of the Client’s personal data in connection with this Contract is JCDecaux.

10.3. In connection with this Contract, JCDecaux processes the personal data of the Client and/or the representative and/or employees of the Client and/or other personal data provided by the Client to JCDecaux for the purpose of the performance of the Contract and to the extent to which the processing of personal data is necessary for the performance of the Contract. The legal basis for the processing of personal data under this Contract is Article 6(1)(b) of the General Data Protection Regulation. To the extent it is necessary for the performance of the Contract, JCDecaux may forward the Client’s personal data or personal data provided by the Client to JCDecaux to its partners and processors used by JCDecaux in the performance of the Contract.

10.4. In certain cases, JCDecaux may also process personal data in the legitimate interest of JCDecaux, except if such interest is outweighed by the interests or fundamental rights and freedoms of the data subject, for which the personal data must be protected. In this case, the legal basis for the processing of personal data is Article 6(1)(f) of the General Data Protection Regulation.

10.5. JCDecaux retains the Client’s personal data or other personal data provided by the Client for as long as the retention of personal data is necessary for the performance of the Contract or for ensuring the performance of the Contract. The term of retention is usually the term of the Contract and the 3 years following the termination of the Contract, pursuant to the limitation period provided for in subsection 146 (1) of the Civil Code, except if provided by the Accounting Act, in particular section 12 thereof, JCDecaux must retain the data relating to the Client and the documents relating to economic transactions as the entity liable to keep accounts for seven years from the end of the financial year when the economic transaction was recorded in the accounting register on the basis of the original document. The Client can request more detailed information about the retention periods related to the Client by submitting a request to JCDecaux at the e-mail address info@jcdecaux.ee.

10.6. The Client confirms and warrants that the Client has a valid legal basis for the transfer of all personal data to JCDecaux which the Client provides to JCDecaux in connection with the performance of this Contract. This includes, but is not limited to, the Client’s obligation (where required under applicable law) to obtain the valid consents to transfer the personal data of its employees, cooperation partners, clients, or other third parties to JCDecaux, if the Client transmits such personal data to JCDecaux. This also applies to situations where advertising posters or promotional materials used in campaigns include personal information, including images of persons (such as photographs, illustrations, or other images) or names of persons. The Client undertakes to be fully liable and release JCDecaux from any and all liability, damages, administrative penalties, or any other claims to JCDecaux or submitted by any person against JCDecaux in connection with JCDecaux processing personal data which the Client has provided to them for the performance of the Contract.

10.7. JCDecaux provides data subjects with all existing rights guaranteed to data subjects under the law. Under the current law, data subjects’ rights include, but are not limited to: the right to access personal data, i.e. the right to ask what data is processed and for what purpose; the right to rectify personal data; the right to object to the processing of personal data; the right to request the erasure of personal data; the right to restrict the processing of personal data; the right to data portability; the right to appeal to the Data Protection Inspectorate or to apply to the court if the requirements of processing personal data have been violated. However, the rights of the data subjects are not absolute and, in some cases, the legal obligations of JCDecaux, its legitimate interest, or the rights of other data subjects may limit the data subject’s rights.

10.8. For issues regarding personal data processing, please contact JCDecaux at the e-mail address info@jcdecaux.ee.

**11. Resolution of disputes**

11.1. All disputes that have arisen upon performance of the Contract will be resolved by way of negotiations. Should Parties fail to reach an agreement, the dispute will be resolved in court or by arbitral tribunal pursuant to the legislation of the Republic of Estonia.

**12. Extraordinary cancellation of the Contract**

12.1. JCDecaux has the right to cancel the Contract extraordinarily by submitting a written notice without advance notice and without waiving their right to enjoy other rights (the right to receive payment for services provided and to claim for the compensation for damage) if:

12.1.1. The Client is in serious breach of the terms and conditions of the Contract;

11.1.2. Bankruptcy of the Client has been declared or the Client is subject to transformation or liquidation;

12.1.3. The Client is being prosecuted during the validity of the Contract or if it becomes obvious that the Client has been guilty of an offence against property;

12.1.4. The Client’s property is subject to compulsory administration;

12.1.5. The Client is winding up their business activities in full or to a significant extent;

12.1.6. The Client offers their creditors illegal transactions;

12.1.7. The Client fails to perform a contractual obligation within fourteen (14) days as of receiving a respecting written notice.

**13. Force majeure**

13.1. A Party is not liable for the failure to perform an obligation or a delay in performing an obligation if it is caused by circumstances they cannot affect by their actions (including, but not limited to fire, activity of state or local municipality authority, vandalism, etc.).

**14. Final provisions**

14.1. The Contract enters into force as of signing by both Parties.

14.2. The amendment or termination of the Contract can only be carried out in a written agreement of Parties or based on a court judgment that has entered into force.

14.3. The persons that signed the Contract confirm that they have the authorisation to do so.