



GENERAL TERMS AND CONDITIONS

OF DATA PROTECTION DELIVERY CENTER, S.R.O.

1. INTRODUCTORY PROVISIONS

- 1.1. These General Terms and Conditions (hereinafter referred to as "**GTC**") of Data Protection Delivery Center, s.r.o., with its registered office at Rybkova 1016/31, 602 00 Brno, Czech Republic, company ID No.: 030 64 247, registered in the Commercial Register maintained by the Regional Court in Brno under file No. C 83488 (hereinafter referred to as the "**Provider**"), regulate in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), the mutual rights and obligations of the Provider and the Customer (as defined below) relating to the contract concluded between them for the supply of services or goods (hereinafter referred to as the "**Contract**").
- 1.2. The provisions of the GTC are an integral part of the Contract. Any provisions deviating from the GTC may be agreed directly in the Contract; such provisions shall take precedence over the wording of the GTC. Likewise, in the event of a conflict between the provisions of the Contract and the wording of the GTC, the provisions of the Contract shall prevail.
- 1.3. These GTC regulate in particular: (i) the mediation of Third Party Services by the Provider for the Customer; (ii) the provision of Services to the Customer directly by the Provider; (iii) the delivery of Goods by the Provider to the Customer; and (iv) the issue of personal data processing and protection in connection with the Provider's performance. Which of the above Services the Customer uses is determined by the Contract.

2. DEFINITIONS

- 2.1. Within the scope of the GTC and the Contract, the terms listed below with a capital letter have the following meanings:

Installation and Configuration Services	means the Provider's Services consisting in the commissioning of hardware or software specified by the Customer
Consulting Services	means the Provider's Services consisting of consultations on issues specified by the Customer, to the extent requested by the Customer

Regulation	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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), as amended
Civil Code	means Act No. 89/2012 Coll., the Civil Code, as amended
Remuneration	means the remuneration that the Customer is obliged to pay to the Provider for the use or drawing of Services or delivery of Goods
Third Party Terms and Conditions	means all terms and conditions under which Third Parties provide Third Party Services, regardless of their name or designation. Third Party Terms and Conditions shall apply in the relationship between the Customer and the Third Party providing the relevant Third Party Services to the Customer. Third Party Terms and Conditions are available on the websites of the relevant Third Parties. By entering into the Contract, the Customer confirms that he has read and agreed to the current Third Party Terms and Conditions.
Operational Support	means the Provider's Services consisting in ensuring the functioning of the Customer's IT systems for which operational support is agreed upon.
Provider	means Data Protection Delivery Center, s.r.o., with its registered office at Rybkova 1016/31, 602 00 Brno, Czech Republic, ID No.: 030 64 247, registered in the Commercial Register maintained by the Regional Court in Brno under file no. C 83488.
Services	means Third Party Services and Provider's Services
Provider's Services	means services provided to the Customer directly by the Provider (or on its behalf), in particular Technical Support, Consulting Services, Installation and Configuration Services, and Operational Support.



Third Party Services	means services provided to the Customer by Third Parties, which the Provider only mediates for the Customer. Third Party Services include, in particular, Third Party Services with variable consumption and Third Party Services with fixed minimum consumption.
Third party services with variable consumption	have the meaning specified in Article 3.4.1 of the GTC
Third party services with fixed minimum consumption	have the meaning specified in Article 3.4.2 of the GTC
Contract	means a contract for the provision of Services or delivery of Goods concluded between the Provider and the Customer. For the avoidance of doubt, it is stipulated that the Contract may also be concluded by the Customer's timely confirmation of the Provider's offer, or by the actual payment of the Remuneration, commencement of use of the Services, or acceptance of the Goods by the Customer (or a person designated by the Customer).
Contracting Parties	mean the Provider and the Customer
Technical Support	means technical support provided directly by the Provider or on its behalf to the Customer
Third Party	means a person other than the Provider providing Services in its own name and on its own responsibility
GTC	means these General Terms and Conditions of Data Protection Delivery Center, s.r.o.
Customer	means a legal entity or natural person-entrepreneur with whom the Provider has concluded a Contract for the provision of Services or delivery of Goods
Goods	means tangible movable property that the Provider sells to the Customer on the basis of the Contract



3. TERMS AND CONDITIONS FOR THIRD PARTY SERVICES



- 3.1. This Article 3 of the GTC applies only if the Customer uses Third Party Services on the basis of the Contract.
- 3.2. The Customer declares that they are aware that the Provider is not the provider (originator, operator) of Third Party Services; the Provider only mediates these Services for the Customer.
- 3.3. The terms and conditions of use of Third Party Services and other related rights and obligations are governed by a separate relationship between the Customer and the Third Party providing or operating the Services. By entering into the Contract, the Customer undertakes to comply with the Third Party Terms and Conditions when using Third Party Services. The Third Party Terms and Conditions do not apply to the relationship between the Provider and the Customer, unless the Contracting Parties agree otherwise.
- 3.4. The Customer acknowledges that Third Party Services are provided by Third Parties primarily in the following ways:
 - 3.4.1. The Customer has access to Third Party Services and is obliged to pay the price for the Third Party Services actually consumed (hereinafter referred to as "**Third Party Services with variable consumption**"); or
 - 3.4.2. The Customer undertakes to purchase a minimum volume of Third Party Services for a specified period of time, and if at any time during the specified period the volume of Third Party Services used increases, the Customer is not entitled to subsequently reduce it, even to the previous or originally agreed level (hereinafter referred to as "**Third Party Services with fixed minimum consumption**").
- 3.5. All administration, management, and configuration of Third Party Services shall be performed directly by the Customer or the Provider according to the Customer's instructions. The Customer may thus influence the type, scope, and price of the Third Party Services used, which the Customer acknowledges.
- 3.6. The Provider will not provide the Customer or its end users with any support in connection with the use of Third Party Services, unless the Contracting Parties agree otherwise. Any support provided to the Customer by the Provider in connection with the use of Third Party Services shall be charged at a rate agreed upon by the Contracting Parties, or otherwise at the usual rate. Any charges for support provided directly by Third Parties shall be governed by the Third Party Terms and Conditions or related terms and conditions or price lists set by Third Parties.
- 3.7. For the avoidance of doubt, it is hereby stipulated that responsibility for the quality, availability, outages, accessibility, stability, compatibility, and other attributes of Third Party Services lies solely with the Third Party that provides or makes these services available. The Provider shall



not be liable for the quality, availability, outages, accessibility, stability, compatibility, and other attributes of Third Party Services, which the Customer acknowledges and agrees to.

3.8. Furthermore, the Provider shall not be liable in particular for:

- 3.8.1. support provided to the Customer by Third Parties in connection with the use of Third Party Services or the availability of such support;
- 3.8.2. any subsequent changes or updates to Third Party Services, including changes relating to the functionality, availability, and compatibility of such services, or the manner and timeliness of their notification to the Customer; and
- 3.8.3. any damage or harm caused by the actions or inaction of a Third Party.

3.9. The Provider is only responsible for the proper mediation of the relevant Third Party Services, i.e. the provision of the relevant licenses and access, in the condition in which they are provided by the relevant Third Parties on the date on which the Provider ordered the Third Party Services for the Customer.

4. TERMS AND CONDITIONS FOR THE PROVIDER'S SERVICES

- 4.1. This Article 4 of the GTC applies only if the Customer uses the Provider's Services on the basis of the Contract.
- 4.2. The Provider's Services may consist in particular of the following activities of the Provider (hereinafter collectively referred to as the "**Provider's Services**"):
 - 4.2.1. technical support (hereinafter referred to as "**Technical Support**");
 - 4.2.2. consultations (hereinafter referred to as "**Consulting Services**");
 - 4.2.3. installation or configuration of hardware or software (hereinafter referred to as "**Installation and Configuration Services**"); or
 - 4.2.4. support for the operation of the Customer's hardware or software (hereinafter referred to as "**Operational Support**").

Technical Support

- 4.3. The Customer is obliged to report requests for Technical Support to the Provider in the agreed manner (e.g. by e-mail to hotline@dpdc.cz, by ticket via software or by telephone on the hotline +420 513 034 400).
- 4.4. The Contracting Parties agree that the Provider is obliged to accept requests for Technical Support only on working days during normal working hours, i.e. from 9:00 a.m. to 5:00 p.m. In





the event of a request for Technical Support outside the specified hours, the request shall be deemed to have been delivered at the beginning of the next working day.

- 4.5. Unless otherwise specified in the Contract, the Provider undertakes to begin providing the requested Technical Support without undue delay after receiving the request for its provision.
- 4.6. Unless otherwise specified in the Contract, the Provider undertakes to resolve the request for Technical Support without undue delay after it is delivered, taking into account the complexity of the requested Technical Support. The Customer acknowledges that the time required to resolve a request for Technical Support may be extended by the time necessary to obtain cooperation from Third Parties where necessary or appropriate.

Consulting Services

- 4.7. As part of the Consulting Services, the Provider shall provide the Customer with Services consisting of consultations on issues specified by the Customer, to the extent requested by the Customer.
- 4.8. The Customer is obliged to provide the Provider with all relevant input information for the provision of Consulting Services in the area under consultation. If the Customer fails to do so, the Provider shall not be liable for any negative consequences arising therefrom (in particular damage, harm, or loss of data).
- 4.9. Consulting Services shall be provided during working days and normal working hours, i.e. from 9:00 a.m. to 5:00 p.m., unless the Contracting Parties agree otherwise.

Installation and Configuration Services

- 4.10. As part of the Installation and Configuration Services, the Provider shall provide the Customer with Services consisting of the commissioning of hardware or software specified by the Customer.
- 4.11. The Customer is obliged to provide the Provider with any instructions, manuals, or procedures that they have received or will receive from the supplier (seller) or hardware or software provider in sufficient time in advance. If they fail to do so, the Provider shall not be liable for any negative consequences arising therefrom (in particular damage, harm, or loss of data).
- 4.12. Installation and Configuration Services will be provided during working days and normal working hours, i.e. from 9:00 a.m. to 5:00 p.m., unless the Contracting Parties agree otherwise.

Operational Support





- 4.13. As part of the Operational Support Services, the Provider shall provide the Customer with Services consisting of ensuring the functioning of the Customer's IT systems for which Operational Support has been agreed.
- 4.14. The Provider shall involve a maximum number of its employees in the Operational Support, as agreed by the Contracting Parties or otherwise determined by the Provider. If it is necessary to involve additional employees, the Contracting Parties shall agree on further steps.
- 4.15. Individual Operational Support activities shall be performed during working days and normal working hours, i.e. from 9:00 a.m. to 5:00 p.m., unless the Contracting Parties agree otherwise.

Common provisions for the use of the Provider's Services

- 4.16. The Provider shall provide the Provider's Services to the extent agreed in the Contract. In the event that the scope of the Provider's Services is determined by an agreed time allocation for a specific period (e.g., a certain number of hours per month) and the Customer does not use the entire scope of services within that period, the unused scope (time) shall not be transferred to subsequent periods, unless the Contracting Parties agree otherwise.
- 4.17. In the event of requests beyond the agreed scope of the Provider's Services, the Contracting Parties shall agree on how to resolve them (e.g., transfer to the following month or billing beyond the Remuneration).
- 4.18. The Provider's Services do not include updating, upgrading, or refreshing the Customer's software or hardware or any of their components, unless the Contracting Parties agree otherwise. The Customer acknowledges that the Provider's Services only involve working with software, hardware, and their components in the condition in which they were on the date of commencement of the Provider's Services; the same applies to Installation and Configuration Services and Operational Support. The Provider's Services are therefore unable to prevent the obsolescence of software, hardware, and their components, which may ultimately (albeit usually after a longer period of time) lead to their limited functionality or inoperability, particularly as a result of increasing demands on software and hardware equipment.
- 4.19. Unless the Contracting Parties expressly agree otherwise, the Provider's Services do not include the provision of:
 - 4.19.1. the software itself to which the Provider's Services relate, hardware equipment, websites, cloud services, or any other environment on which the software is operated, or the connectivity of such environments;
 - 4.19.2. the normal operation of Third Party software or Third Party Services; or





- 4.19.3. the operation of hardware, unless otherwise specified in the agreed scope of the Provider's Services.
- 4.20. During the provision of the Provider's Services, the Provider may change the content or scope of the Services, in particular add tools and functions, improve existing features or extend the scope of the agreed Services, or remove third party content in order to fulfill obligations stipulated by law or contract. The Provider is obliged to inform the Customer of such possible changes in advance, if possible, or otherwise without undue delay.

5. COMMON PROVISIONS FOR THE USE OF SERVICES

- 5.1. This Article 5 of the GTC applies regardless of the type of Services used by the Customer.
- 5.2. The Provider is obliged to proceed with all professional care and in accordance with legal regulations when providing the Services. The Provider is also obliged to comply with security measures, about which the Provider will be demonstrably informed in advance by the Customer.
- 5.3. The Provider is obliged to notify the Customer without undue delay of the inappropriate nature of the Customer's order or request as soon as such inappropriateness can be detected with the exercise of professional care. If the Customer insists on an inappropriate order or request, the Provider shall not be liable for any defects in the Services or damage to the Customer resulting therefrom.
- 5.4. The Provider shall decide on the specific employees involved in the provision of the Services.
- 5.5. The Provider is entitled to use third parties to provide the Services, provided that such persons are sufficiently qualified. In the event of using third parties to provide the Services, the Provider undertakes to ensure that such persons comply with the rights and obligations arising from the Contract and the GTC. The Provider is responsible for any breach of the obligations set out in the Contract and the GTC by third parties.
- 5.6. The Provider shall not back up any Customer data. The Customer is obliged to back up the data, unless the Contracting Parties agree otherwise in writing in advance.
- 5.7. The Customer undertakes to provide the Provider with all cooperation necessary for the provision of the Services. This cooperation includes, but is not limited to, the obligation to:
 - 5.7.1. provide adequate hardware and software equipment and/or a functional web environment on which the Services will be used;
 - 5.7.2. ensure all necessary access to the Customer's relevant IT systems, including physical access to the Customer's premises or other premises (in particular those





where the hardware is located), always to the extent necessary for the provision of the Services;

5.7.3. ensure, to the extent necessary, the shutdown or limitation of the functionality of the Customer's IT systems or websites. The Contracting Parties shall agree on the date of the shutdown in good faith so that it limits the Customer's normal operations as little as possible, but at the same time, if required by the Provider, takes place during its normal working hours;

5.7.4. ensure the cooperation of the Customer or its employees to the extent reasonably required by the Provider for the provision of the Services. The Provider undertakes to inform the Customer of any requirements for greater cooperation at least sufficiently in advance; and

5.7.5. deliver all documents and inputs required by the Provider for the provision of the Services at the time specified by the Provider.

5.8. The Contracting Parties agree that in the event of a delay in the provision of cooperation on the part of the Customer, the Provider shall not be in delay with the provision of the Services or any delay that has already occurred shall not continue. Furthermore, the Provider shall not be liable for any defects in the Services or damage incurred by the Customer due to the Customer's delay in providing cooperation.

5.9. The Customer is obliged to refrain from using the Services in a manner that would be unlawful under the legal system of the Czech Republic or any other legal system relevant to the Services (in particular the legal system governing the Terms and Conditions of Third Parties, the Third Party providing the Services, or the Customer).

5.10. The Customer is obliged to ensure that the Services are not used by unauthorized entities and that the use of the Services by end users is in accordance with the Contract and the GTC.

5.11. The Customer shall not and shall not allow, and shall ensure that persons connected with it within the meaning of Section 82 of Act No. 90/2012 Coll., on Commercial Corporations, shall not and shall not allow: (i) copying, modifying, creating derivative works, reverse engineering, decompiling, translate, disassemble, or otherwise attempt to extract the source code of the Services or any part thereof; (ii) use the Services for high-risk activities such as the operation of nuclear facilities, air traffic control, or life support systems, where failure of the Services could lead to death, personal injury, or serious damage to the environment; (iii) sublicense, resell, or otherwise transfer the Services or any rights related thereto, or allow the use of the Services by persons other than the Customer (this does not affect the possibility of end users on the Customer's side using the Services); (iv) grant access to any part of the Services to persons other than the Customer's end users; (v) use any component, library, database, or





other technology contained in the Services other than in connection with the Customer's use of the Services; (vi) use the Services in dual-use industries, i.e., industries whose outputs (products) are usable for both peaceful and military purposes; or (vii) use the Services in any unlawful manner or to facilitate any unlawful acts.

- 5.12. The Customer is obliged to inform the Provider of any violation of Articles 5.10 or 5.11 of the GTC as soon as it becomes aware of such violation.
- 5.13. During the term and effectiveness of the Contract and for a period of one year after the termination of use of the last of the Services, the Customer undertakes not to offer employment, cooperation, or any other form of involvement to the Provider's employees.

6. CONTRACT FOR THE SUPPLY OF GOODS

- 6.1. This Article 6 of the GTC applies only in relation to the delivery of any tangible movable property by the Provider to the Customer (hereinafter referred to as the "**Goods**").
- 6.2. Under the terms and conditions agreed in the Contract and the GTC, the Provider sells the Goods to the Customer, and the Customer undertakes to pay the Provider the Remuneration.
- 6.3. The Customer shall not become the owner of the Goods until the Remuneration has been paid in full.
- 6.4. The Goods and the amount of the Remuneration shall be specified directly in the Contract.
- 6.5. The Customer shall not and shall not allow, and shall ensure that persons connected with it within the meaning of Section 82 of Act No. 90/2012 Coll., on Commercial Corporations, shall not and shall not allow: (i) use the Goods for high-risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where failure of the Goods or their functions could lead to death, injury to persons, or serious damage to the environment; (ii) use the Goods in so-called dual-use sectors, i.e. sectors whose outputs (products) can be used for both peaceful and military purposes; or (iii) use the Goods in any unlawful manner or to facilitate any unlawful acts.
- 6.6. If the Goods are electrical equipment within the meaning of Act No. 542/2020 Coll., on end-of-life products, as amended, the Provider informs the Customer that the take-back of the Goods after the end of their service life is ensured by the manufacturer of the Goods at designated take-back points in accordance with the relevant legal regulations. At the same time, the Customer may return the Goods free of charge to the Provider's registered office after the end of their service life. The Customer undertakes to dispose of the Goods after the end of their service life in accordance with the relevant legal regulations.

7. REMUNERATION FOR SERVICES OR DELIVERY OF GOODS





- 7.1. For the use of Services or delivery of Goods, the Customer undertakes to pay the Provider remuneration in the amount agreed in the Contract (hereinafter referred to as "**Remuneration**"). The Remuneration shall be increased by value added tax.
- 7.2. In the case of Third Party Services with fixed minimum consumption, the conclusion of the Contract for their delivery to the Customer shall give rise to an obligation to pay the Provider Remuneration in an amount corresponding to at least the agreed minimum consumption of Third Party Services for the entire agreed period; however, the amount of the Remuneration shall increase if the volume of Third Party Services used increases during the agreed period.
- 7.3. In the case of Services used after certain periods of time (e.g., month, year) and Third Party Services with variable consumption, the Remuneration in the event of renewal or extension of the use of the Services for another period shall be governed by the prices valid on the date of renewal of the Services, unless the Contracting Parties agree otherwise or the Third Party providing the relevant Services stipulates otherwise.
- 7.4. The Remuneration for continuously provided Services shall be invoiced by the Provider on a monthly basis, with the exception of termination of the Contract, when the Remuneration shall be invoiced immediately after termination of the Contract.
- 7.5. Remuneration for one-off Services or delivery of Goods shall always be invoiced immediately after delivery of the Service or Goods.
- 7.6. Remuneration is always payable within 14 days of the date of delivery of the invoice to the Customer. The Customer agrees to the sending of invoices electronically.
- 7.7. Any Remuneration is deemed to have been duly paid only when the relevant amount has been credited to the Provider's bank account.
- 7.8. The Customer acknowledges that in the case of Third Party Services, the Provider may issue an invoice only after receiving the necessary documentation from Third Parties. Third Parties may not be able to deliver them in time for the date of the taxable supply stated on the invoice issued by the Provider to the Customer to coincide with the date of the actual provision of the Services. The Customer agrees to this.
- 7.9. In the case of Services provided after certain periods of time (e.g., month, year), the Provider is entitled to the full amount of the Remuneration, even if the Customer does not use the entire agreed scope of Services for the given period of time. The above also applies to Third Party Services with fixed minimum consumption.
- 7.10. The Remuneration does not include any payments or fees:
 - 7.10.1. which the Customer is obliged to pay directly to the Third Party under the terms and conditions of Third Party Services. However, without an express obligation to



make payment directly to the Third Party, the Customer shall pay all payments to Third Parties through the Provider; and

- 7.10.2. relating to hardware equipment, websites, cloud services, or generally the environment on which the Services will be provided, or the connectivity of such environments (e.g., license fees for third party software or fees for the provision of cloud storage or hosting, etc.). If such fees are paid by the Provider, it is entitled to re-invoice them to the Customer, even after the due date of the Remuneration.
- 7.11. The Provider is entitled to increase the Remuneration annually by the average annual inflation rate in the Czech Republic for the previous calendar year, as published by the Czech Statistical Office. The Provider is obliged to notify the Customer of any increase in the Remuneration without undue delay. From the date of notification of the increase in the Remuneration, the Customer is obliged to pay the Provider the increased amount of the Remuneration.
- 7.12. The Contracting Parties agree that the fact that the Provider does not exercise its right to increase the Remuneration by the average annual inflation rate in one year does not preclude the Provider's right to do so in subsequent years. However, the increase may only be made by the average annual inflation rate for the immediately preceding calendar year, i.e., it is not possible to add up the inflation rates for all years in which no increase occurred.
- 7.13. If the Czech Statistical Office ceases to publish the average annual inflation rate in the Czech Republic, another comparable index published by an institution of comparable reputation (in particular Eurostat) may be used.

8. INTERRUPTION OF SERVICE PROVISION

- 8.1. The Provider is entitled to interrupt (suspend) the Customer's access to the Services (use of the Services) if the Customer is in default with the payment of any part of the Remuneration and does not pay the amount due within 15 calendar days after being requested to do so in writing (electronically by email) by the Provider.
- 8.2. Interruption of access to the Services pursuant to Article 8 of the GTC shall continue until the outstanding Remuneration has been paid in full. After the relevant payment has been made, the Provider shall restore access to the Customer without undue delay.
- 8.3. The Provider shall not be liable for any damage or harm or any malfunctions, outages, insufficient computing power, security breaches, or data loss caused by the interruption of the provision of Services pursuant to this Article 8 of the GTC.

9. LIABILITY FOR DEFECTS IN GOODS





- 9.1. The Provider is liable to the Customer for ensuring that the Goods correspond to the agreed quantity, quality, and design. If the quality and design are not agreed upon, then the quality and design suitable for the agreed or usual purpose of the Goods shall apply.
- 9.2. The Provider is also liable to the Customer for the Goods being free of legal and factual defects, unless the Customer was expressly notified of such defects in writing prior to the conclusion of the Contract.
- 9.3. In addition to other obligations arising from the Contract and legal regulations, the Provider is obliged to hand over to the Customer, in addition to the Goods themselves, all documents relating to the Goods, in particular their use.
- 9.4. The Goods are defective if they do not have the properties specified in the Contract, or if the documents relating to the Goods are defective or incomplete.
- 9.5. The Customer's rights arising from defective performance are based on a defect that the Goods have at the time of transfer of the risk of damage to the Customer, even if it becomes apparent later. The Customer's rights arising from defective performance are also based on a defect in the Goods that arises later and is caused by the Provider's breach of its obligations.
- 9.6. The Customer is obliged to inspect the Goods for any obvious defects on the day of delivery to the Customer and to inform the Provider of any defects on the same day.
- 9.7. The Customer's rights in the event of defects in the Goods are governed by Act No. 89/2012 Coll., the Civil Code, as amended, in particular Section 2106 et seq.; however, Section 2108 shall not apply.
- 9.8. The Customer is obliged to report any defect in the Goods (including hidden defects) no later than 1 month after its discovery, but no later than 12 months from the date of receipt of the Goods. The Provider is not liable for defects reported later. This does not apply to obvious defects, which the Customer is obliged to report immediately on the day of receipt of the Goods (Article 9.6 of the GTC).
- 9.9. The Provider does not provide any guarantee for the quality of the Goods. However, if the manufacturer or supplier of the Goods provides a quality guarantee for the Goods, the Provider hereby transfers the rights and obligations under the quality guarantee to the Customer to the maximum extent permitted by law and the agreements between the manufacturer or supplier of the Goods and the Provider. The Customer hereby accepts the rights and obligations arising from the quality guarantee. The Provider also undertakes to provide the Customer, at their request, with assistance in enforcing the quality guarantee for the Goods to the extent necessary.



10. LIMITATION OF THE PROVIDER'S LIABILITY



- 10.1. In the case of the Provider's Services, the Provider's liability for any defects in these Services shall be 6 months from the date of their provision or from the date of completion of the specific Service that is the subject of the liability for defects. The Provider shall not be liable for any defects in the Services that occur after the specified period.
- 10.2. The Provider is not obliged to compensate for damage resulting from the actions or omissions of Third Parties or the Customer. Furthermore, the Provider is not obliged to compensate for any indirect damage, in particular from interruption of activity, lost profits or turnover, promotional or production costs, damage to reputation or loss of customers, etc. Furthermore, the Provider shall not be liable for any damage or any malfunctions, outages, insufficient computing power, security breaches, or data loss caused by the Services or Goods, if the possibility of their occurrence could not have been foreseen at the time of conclusion of the Contract, even with the exercise of professional care.
- 10.3. The Provider shall not be liable for:
 - 10.3.1. any damage or any malfunctions, outages, insufficient computing power, security breaches, or data loss if they occur in connection with the use of the Services or the use or delivery of the Goods, if they are caused by the Customer's hardware, software, or their components, or internet connection;
 - 10.3.2. any damage or any malfunctions, outages, insufficient computing power, security breaches or data loss, if they occur in connection with the use of the Services or the use or delivery of the Goods, caused by the Customer's failure to perform updates, upgrades, or other actions required or recommended by a Third Party or the Provider; and
 - 10.3.3. any damage, loss of data, or any other negative consequences arising from the Customer's failure to back up data, unless the Provider is expressly obliged under the Contract to back up the Customer's data.
- 10.4. Unless expressly agreed otherwise in the Contract, then regardless of any other provision of the Contract, these GTC, or Third Party Terms and Conditions, in the event that the use of the Services or the use or delivery of the Goods directly or indirectly leads to any property or non-property damage or harm on the part of the Customer, and the Provider is liable for such damage or harm, then the Provider's liability for such property or non-property damage or harm shall not exceed the total amount of:
 - 10.4.1. in the case of Services: Remuneration for 1 calendar month of providing Services. If the Remuneration is not the same for the entire duration of the Contract, its amount shall be determined as the average amount of Remuneration for the last 12 months prior to the date of the event giving rise to the claim for



compensation for the relevant property or non-property damage; in the case of a shorter duration of the Contract, the average amount of Remuneration shall be calculated as the average of all Remuneration to date.

- 10.4.2. in the case of Goods: 1/10 of the purchase price of the Goods excluding VAT.
- 10.5. The limitation of the Provider's liability pursuant to Article 10.4 of the GTC shall not apply in the event of harm or damage caused by the Provider intentionally or through gross negligence.
- 10.6. The Provider is not in default with the provision of Services or delivery of Goods and is not subject to any related penalties or other negative legal consequences (whether stipulated by the Contract or legal regulations) in the event of: (i) a state of emergency is declared by the Czech government or other similarly serious situations (e.g., natural disasters affecting the normal functioning of the Czech Republic or the part of it where the Provider or Customer is located); or (ii) events of force majeure. In such cases, the Provider is obliged to inform the Customer without undue delay about the nature of the above-mentioned obstacles and their expected duration. The time for commencing and completing the Services (in particular, resolving a submitted request for Technical Support) or delivering the Goods shall be extended by the above-mentioned time, unless the Contracting Parties agree otherwise in writing.

11. METHOD AND PLACE OF DELIVERY OF SERVICES AND GOODS

Services

- 11.1. Services will be provided remotely – electronically. Only Services that, due to their nature, cannot be provided remotely – electronically will be provided at the Customer's registered office, unless the Contracting Parties agree otherwise.
- 11.2. In the event that Services are provided other than remotely – electronically or at the Provider's registered office, the Provider shall be entitled to charge the Customer for the related costs incurred by the Provider (in particular travel expenses, or accommodation and meal expenses for the Provider's employees).

Goods

- 11.3. The Provider undertakes to deliver the Goods without undue delay from the date of conclusion of the Contract. The Customer acknowledges that the delivery date of the Goods may be affected by the delivery of the Goods by Third Parties to the Provider. This applies in particular to Goods that the Provider will order directly for the Customer after the conclusion of the Contract.





- 11.4. Unless the Contracting Parties agree otherwise, the place of delivery of the Goods shall be the Customer's registered office as stated in the Commercial Register on the date of conclusion of the Contract.
- 11.5. Unless the Contracting Parties agree otherwise on how the Goods are to be packaged, the Provider shall package them in accordance with standard market practices; if these do not exist, then in a manner necessary for the preservation and protection of the Goods. The Provider shall prepare the Goods for transport in the same manner.
- 11.6. In the case of Goods that the Provider will order directly for the Customer after the conclusion of the Contract, the Contracting Parties agree that the Goods will be packaged in the same way as they are packaged by their original seller or supplier. The Goods will be prepared for transport in the same manner.
- 11.7. Unless the Contracting Parties agree otherwise, the Provider shall bear the costs of transport and packaging of the Goods.
- 11.8. In the case of transport of the Goods arranged by the Provider or its contractual partners, the risk of damage to the Goods shall pass to the Customer only upon proper delivery of the Goods at the place of delivery, which also includes unloading of the Goods.
- 11.9. In the case of transport of the Goods arranged by the Customer, the risk of damage to the Goods shall pass to the Customer at the moment when the first carrier takes over the Goods from the Provider or a Third Party designated by the Provider.
- 11.10. The Customer is entitled to refuse to accept the Goods or any part thereof if they are visibly damaged or if their packaging is damaged (minor scratches, dirt, etc. are not considered damage to the packaging).

12. TERM AND TERMINATION OF THE CONTRACT

Contract for the provision of Services

- 12.1. The Contract for the provision of Services is concluded for an indefinite period, except in cases where:
 - 12.1.1. the Contract provides otherwise; or
 - 12.1.2. the Services provided are, according to their specification or nature, provided for a fixed term.
- 12.2. Each of the Contracting Parties is entitled to terminate a Contract for the provision of Services concluded for an indefinite period without giving any reason, with a 3-month notice period.



- 12.3. The Customer is also entitled to terminate the Contract for the provision of Services if the Provider commits a breach of the Contract (including the GTC) and fails to remedy such breach within 15 working days of the date on which the Customer requests it to do so in writing.
- 12.4. The Provider is also entitled to terminate the Contract for the provision of Services in the event of:
 - 12.4.1. the Customer is more than 30 calendar days in arrears with the payment of any part of the Remuneration, without a notice period;
 - 12.4.2. the Customer fails to provide the Provider with the cooperation necessary to provide the Services and fails to do so within 30 calendar days of the date on which the Provider requests it in writing. In such a case, the notice period is 1 month;
 - 12.4.3. breach of the Contract (including the GTC) or breach of Third Party Terms and Conditions, whereby in the event of a serious breach, the Provider is entitled to terminate the Contract without notice; in other cases, with 3 days' notice; or
 - 12.4.4. insolvency or imminent insolvency of the Customer, without notice.
- 12.5. The Provider is also entitled to terminate the Contract for the provision of Third Party Services if the Provider's authorization to mediate the sale or provision of Third Party Services expires. In such a case, the Contract with the Customer shall terminate on the date of termination of the Provider's authorization to mediate the sale or provision of Third Party Services, unless the Contracting Parties agree otherwise. The Provider is obliged to inform the Customer without undue delay of the termination of the contract between the Provider and the Third Party as soon as the Provider becomes aware of the facts leading to the termination of the contract.
- 12.6. The contract for the provision of Third Party Services with fixed minimum consumption cannot be terminated in any way (in particular by notice or withdrawal) before the expiry of the agreed period of provision of the said Services, except by agreement of the Contracting Parties or by notice pursuant to Article 12.5 of the GTC. For the avoidance of doubt, the Customer waives the right to terminate the Contract for the provision of Third Party Services with fixed minimum consumption in any way before the expiry of the agreed period of provision of the said Services.
- 12.7. In relation to the termination of the Contract on the provision of Services, the following applies:
 - 12.7.1. the notice period specified in months shall commence on the first day of the calendar month immediately following the calendar month in which the notice was delivered to the terminated Contracting Party;



- 12.7.2. termination without a notice period is effective upon delivery to the Contracting Party. As a result, the contractual relationship established by the Contract shall terminate upon delivery of the notice of termination;
- 12.7.3. with the exception of termination without cause, the notice of termination must state the reason for termination, otherwise it shall have no legal effect;
- 12.7.4. the notice of termination may relate to all Services or only some of them, at the discretion of the terminating Contracting Party; and
- 12.7.5. termination may also be made electronically, including by e-mail.

- 12.8. The Contract for the provision of the Provider's Services shall be automatically extended for a further period identical to the originally agreed period, unless either Contracting Party terminates the Contract in writing or notifies the other Contracting Party in writing that it is no longer interested in its continuation at least 30 days before the expiry of the originally agreed period. For Third Party Services, the automatic extension of the use of Third Party Services is governed by the Third Party Terms and Conditions. In the event of an automatic extension of the use of Third Party Services, the Contract shall also be automatically extended for the period of further use of Third Party Services.
- 12.9. The Contracting Parties are entitled to withdraw from the Service Contract only in cases specified by law. If the Services under the Contract are to be provided continuously, repeatedly, or gradually, withdrawal from the Contract shall only have effect for Services or parts thereof that have not yet been provided.

Contract for the Supply of Goods

- 12.10. The Contracting Parties may withdraw from the Contract for the Supply of Goods only in cases specified by law or the GTC.
- 12.11. The Provider is also entitled to withdraw from the Contract for the Supply of Goods in the event of:
 - 12.11.1. the Customer is more than 30 calendar days in arrears with the payment of any part of the Remuneration;
 - 12.11.2. the Customer fails to provide the Provider with the cooperation necessary for the delivery or specification of the Goods, and fails to do so even within 30 calendar days from the date on which the Provider requests this in writing;
 - 12.11.3. a serious or repeated breach of the Contract (including the GTC) or a breach of the Third Party Terms and Conditions; or
 - 12.11.4. insolvency or imminent insolvency of the Customer.





Common provisions for termination of the Contract

- 12.12. Termination of the Contract in any manner shall not affect the rights and obligations of the Contracting Parties arising prior to the termination of the Contract (in particular the right to Remuneration).
- 12.13. In the event of termination of the Contract in any manner, the Provider shall, at the Customer's request, provide the necessary cooperation for the transfer or migration of the Customer's and its end users' user accounts and the Customer's data from the Provider's or Third Parties' infrastructure to the infrastructure designated by the Customer. The Provider shall provide cooperation to the extent that it is technically possible with reasonable effort, taking into account the type of Services, and in the case of Third Party Services, to the extent that Third Parties allow. For the purpose of transferring or migrating accounts and data, the Contracting Parties shall draw up a transfer or migration plan. For the Provider's activities under this Article 12.13 of the GTC, the Provider shall be entitled to Remuneration in the amount agreed by the Contracting Parties.

13. PROCESSING OF PERSONAL DATA

- 13.1. By concluding the Contract, the Customer confirms that it is aware of its obligations as a controller under the Regulation and other generally binding legal regulations in connection with the processing of personal data of third parties (users, employees and job applicants, clients, suppliers, and other contractual partners of the Customer, including potential contractual partners and contact persons at these entities), which occurs within the scope of the Customer's activities (hereinafter referred to as "**data subjects**"), and undertakes to comply with them for the duration of the Contract. The purpose and means of processing the personal data of data subjects are determined exclusively by the Customer, whereby personal data remain under the full control of the Customer for the entire duration of the Contract and are stored exclusively in the electronic systems of the Customer or third parties. The Provider shall not be liable for the proper performance of the Customer's obligations as a personal data controller or the legal obligations of third parties.
- 13.2. When providing the Services or in connection with them, the Provider does not generally process any personal data of data subjects within the meaning of Article 13.1 of the GTC, and the Provider therefore does not act as a processor in relation to such personal data. If the Services cannot be properly provided without disclosing personal data to the Provider, the Provider may access such personal data in individual cases (*ad hoc*) only on the basis of a documented request from the Customer, to the extent necessary for the proper provision of the Services and in accordance with the Customer's instructions. If such an operation or other activity of the Provider related to the provision of the Services is of the nature of personal data



processing within the meaning of the Regulation, the provisions of Articles 13.3 to 13.19 of the GTC shall apply, which constitute a personal data processing agreement within the meaning of Article 28(3) of the Regulation. The provisions of Articles 13.3 to 13.19 of the GTC shall apply only if not otherwise agreed between the Customer and the Provider in the Contract or in another written agreement between them.

- 13.3. In the event that, in the provision of the Services, the Provider, as a processor for the Customer as a controller, performs activities involving the processing of personal data of data subjects for the purpose and to the extent specified by the Customer and based on the Customer's instructions, Articles 13.3 to 13.19 of the GTC govern the mutual rights and obligations of the contracting parties, rules and other conditions for the protection and handling of personal data of data subjects that will be provided to the Provider or to which the Provider will have access in connection with the performance of the Contract (hereinafter referred to as "**personal data**"). By concluding the Contract, the contracting parties undertake to comply with these rules and other conditions in the event of such processing operations.
- 13.4. The Customer authorizes the Provider to process personal data on behalf of the Customer to the extent necessary for the proper provision of Services and the fulfillment of the purpose of the Contract. The subject matter, nature, and purpose of personal data processing are determined by the specific content and scope of the Services that the Provider provides to the Customer under the Contract. If the provision of Services involves personal data, the subject matter of the processing may, depending on the nature of the specific Service, be the performance of processing activities consisting in particular in the storage, retrieval, sorting, classification, structuring, combination, disclosure by transmission, blocking, anonymization, pseudonymization, erasure (destruction), migration, or division of databases or parts thereof, as well as analysis, error detection, database testing, and other similar activities in which access to the personal data of data subjects may occur, using manual and automated means to the extent necessary for the proper provision of the Services. Otherwise, the Provider is entitled to process the personal data of data subjects to which it may have access exclusively on the basis of a documented instruction from the Customer. The Provider's obligations set out in or based on the Contract are considered to be instructions from the Customer for this purpose.
- 13.5. The Provider is entitled to process the personal data of data subjects solely for the purpose and to the extent necessary for the proper performance of the Contract, which for the purposes of this article also means improving the quality of the Services provided (e.g., for the purpose of increasing the standard of personal data protection). The Provider shall not perform any operations with personal data other than those specified above, in particular, it shall not





arbitrarily access, interfere with, modify, use for its own needs, or transfer personal data to third parties; Article 13.10 of the GTC shall remain unaffected.

- 13.6. Unless expressly agreed otherwise in connection with the provision of the Services, the processing of personal data under the Contract does not include the transfer of personal data to a third country or international organization, nor the processing of personal data on devices located in third countries. No special categories of personal data or personal data relating to criminal convictions and offenses are processed under the Contract.
- 13.7. The Customer is obliged to ensure that the purpose of processing all personal data processed under the Contract by the Provider on behalf of the Customer is in accordance with legal regulations and that the processing is covered by an appropriate legal basis for its entire duration. The Provider shall not be liable for any exceeding of the purpose of processing by the Customer and any violation of the legal basis for processing defined by the Customer, unless caused by a breach of the Contract by the Provider.
- 13.8. Throughout the entire duration of the processing of personal data, the Provider shall have in place all appropriate measures required under Article 32 of the Regulation so that the processing meets the requirements of the Regulation and the rights of the data subject are protected. In particular, the Provider undertakes to implement appropriate technical and organizational measures (including, for example, the adoption of internal regulations and guidelines) to ensure the security of personal data, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of the processing, as well as the possible risks. The Provider undertakes to process and document the technical and organizational measures adopted and implemented to ensure the protection of personal data in accordance with the Regulation and other generally binding legal regulations.
- 13.9. The Provider declares that it has adequate organizational and technical security measures in place so that the processing of personal data by the Provider for the Customer complies with the requirements of the Regulation and, in particular, so that there can be no unauthorized or accidental access to personal data, its alteration, destruction or loss, unauthorized transfers, other unauthorized processing, or other misuse. The Provider shall ensure the protection of personal data from access by unauthorized persons by preventing unauthorized persons from accessing its premises and by providing adequate protection of software and hardware. In particular, the Provider shall ensure that the systems for processing personal data on the Provider's side are used only by authorized persons who will have access only to personal data corresponding to the authorization of these persons, based on special user authorizations set up individually exclusively for these persons. The Provider shall regularly review the functionality and adequacy of its internal control and risk management systems, including the management of the risk of extraordinary events that could have a significant negative impact





on the proper performance of personal data processing to the extent necessary for the proper performance of the Contract.

- 13.10. By concluding the Contract, the Customer grants the Provider general permission to involve other processors in the processing, provided that they provide sufficient guarantees of the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the Regulation, this Article 13 of the GTC, and so that the protection of the rights of data subjects is ensured. If the Provider engages another processor to perform certain processing activities on behalf of the Customer, that other processor must be subject to at least the same data protection obligations as those set out in this Article 13 of the GTC, in particular the provision of sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the Regulation and this Article 13 of the GTC. The Provider shall inform the Customer in advance of any intended changes regarding the acceptance of additional processors or their replacement, thus giving the Customer the opportunity to object to such changes. The Provider shall be responsible for the activities of any additional processor as if it were performing those activities itself. A list of additional processors under this Article 13.10 of the GTC is available from the Provider.
- 13.11. For the duration of the contractual relationship under the Contract and after its termination, the Provider undertakes to maintain confidentiality regarding personal data and not to transfer it to any other entities except for the fulfillment of legal obligations, and to handle it only to the extent and to the degree necessary to fulfill its obligations under the Contract and its legal obligations. The Provider shall also bind all persons (its employees and other associates) who will have access to personal data in the performance of the Contract to confidentiality to the same extent, unless they are already subject to a statutory confidentiality obligation. The Provider shall also ensure compliance with the confidentiality obligation on the part of these persons in relation to the security and other measures taken, the disclosure of which to unauthorized persons could jeopardize the security of personal data processing. The Provider shall ensure that the confidentiality obligation of these persons shall continue even after the termination of their employment or other relationship with the Provider.
- 13.12. The Provider shall assist the Customer in ensuring compliance of its activities with the obligations under Articles 32 to 36 of the Regulation, taking into account the nature of the processing and the information available to the Provider with regard to the subject matter of the Contract.
- 13.13. The Provider shall assist the Customer through appropriate technical and organizational measures, where possible, in fulfilling the Customer's obligation to respond to requests for the exercise of data subject rights under Chapter III of the Regulation, taking into account the





nature of the processing and the information available to the Provider with regard to the subject matter of the Contract.

- 13.14. The Provider shall provide the Customer with all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the Regulation and shall allow and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- 13.15. The Provider shall immediately inform the Customer if, in its opinion, a particular instruction violates the Regulation or other generally binding legal regulations concerning the protection of personal data.
- 13.16. The Provider shall immediately inform the Customer in the event of a breach of the security of the personal data being processed, in the event of unauthorized access to personal data, destruction or loss, unauthorized transfer or other unauthorized processing or misuse. At the same time, the Provider shall take appropriate and effective measures to remedy the defective condition, to restore the security of personal data, and to minimize damage.
- 13.17. The duration of personal data processing is determined by the duration of the Contract. After the termination of the provision of Services under the Contract, the Provider shall, in accordance with the Customer's decision, either delete all personal data of data subjects, if provided to it, or return it to the Customer after the termination of the provision of the Provider's Services related to processing and delete existing copies, unless generally binding legal regulations require the storage of such personal data. This shall not affect the processing of personal data by Third Parties in the provision of Third Party Services.
- 13.18. The obligations arising for the Customer in the area of personal data processing and protection, in particular from Article 32 of the Regulation, are not affected by Article 13 of the GTC, and the Customer is solely responsible for their proper fulfillment. The Customer acknowledges that, as a personal data controller, they are primarily and fully liable for any damage caused by the processing of personal data in violation of the Regulation. The Provider is neither obliged nor authorized to check whether the Customer is fulfilling its obligations when processing personal data. The Customer is also responsible for ensuring proper access settings to personal data when using the Provider's Services and Third Party Services.
- 13.19. The Provider is not responsible for the processing of personal data for the Customer or on its behalf by other entities, including Third Parties, in the provision of Third Party Services or in connection therewith. The Customer acknowledges that before providing or otherwise making personal data available to a Third Party, they are obliged to familiarize themselves with the terms and conditions of personal data processing by such Third Parties and to proceed in accordance with them. In this context, the Customer acknowledges that in the event of data





migration to Third Parties performed by the Provider, the Provider does not have access to personal data and therefore does not act as a processor in relation to the Customer and such personal data. The Customer is obliged to ensure that the simple migration of data performed by the Provider does not include or require any processing of personal data by the Provider.

14. CONFIDENTIALITY OBLIGATION

14.1. Neither Contracting Party may, without the prior written consent of the other Contracting Party, disclose or otherwise provide to any third party any information or documents: (i) about the Services or Goods; (ii) the Contract, its terms and conditions, and negotiations related thereto; and/or (iii) relating to trade secrets or other similarly sensitive information of the other Contracting Party. The above prohibition shall apply with the exception of the provision of information or documents:

14.1.1. to advisors of the Contracting Parties and any third parties used by the Provider to provide the Services, provided that they are bound by a confidentiality obligation at least to the same extent as the the Contracting Parties under the Contract;

14.1.2. to public authorities, including courts, if the Contracting Parties are required to provide the information under generally binding regulations, binding acts of executive authorities, or binding court decisions;

14.1.3. based on an obligation imposed by legal regulations in any jurisdiction to which the Contracting Parties are or will be subject;

14.1.4. which is or becomes publicly available other than through a breach of the Contract;

14.1.5. to Third Parties, if required by Third Parties for the purpose of providing Third Party Services or in connection therewith; and

14.1.6. in accordance with the Contract.

14.2. Without prejudice to Article 14.1 of the GTC, the Customer agrees that the Provider may use the following information for the purposes of its business references and for the purposes of tenders:

14.2.1. information about the provision of Services, their general scope, basic parameters, and functions;

14.2.2. the name/company name and identification of the Customer, including the Customer's main contact person with whom the Provider will be in contact regarding the provision of Services; and





14.2.3. the approximate total Remuneration for the provision of Services.

14.3. The Contracting Parties agree that the confidentiality obligation under this Article 14 of the GTC shall expire no earlier than 3 years after the termination of the Contract in relation to the last of the Services provided in any manner. The Contract cannot be terminated or otherwise ended during its term in relation to the confidentiality obligation.

15. FINAL PROVISIONS

- 15.1. By concluding the Contract, the Customer declares that they are not a consumer within the meaning of Section 419 of the Civil Code.
- 15.2. Without the Provider's consent, the Customer is not entitled to: (i) unilaterally set off any claim or receivable arising from or related to the Contract against any claim or receivable of the Provider; (ii) assign any right or obligation under the Contract to a third party; and (iii) assign the Contract as a whole or any part thereof to a third party.
- 15.3. The Contracting Parties assume the risk of a change in circumstances within the meaning of Section 1764 of the Civil Code, and therefore neither Contracting Party is entitled to demand that the other Contracting Party and/or the court resume negotiations on the Contract due to a material change in circumstances giving rise to a gross imbalance in the rights and obligations of the Contracting Parties. Neither of the Contracting Parties is in the position of a weaker contracting party. The provisions of Sections 1798–1801 of the Civil Code and Section 1740(3) of the Civil Code shall not apply to the Contract.
- 15.4. If any provision of the Contract or the GTC is found by a competent court or other authority to be apparent, invalid, or unenforceable, such provision shall be deemed deleted and the other provisions of the Contract or the GTC shall remain in force if it can be reasonably assumed that the Contracting Parties would have concluded the Contract even without such provision if they had recognized its apparent nature, invalidity, or unenforceability in time (severability clause). In such a case, the Contracting Parties shall, without undue delay, conclude an amendment to the Contract that will achieve the same result, and if this is not possible, then the closest possible result to that which would have been achieved by the apparent, invalid, or unenforceable provision.
- 15.5. The Contract constitutes the entire agreement between the Contracting Parties regarding its subject matter and supersedes any prior agreements and arrangements between the Contracting Parties with the same or similar subject matter. For the avoidance of doubt, the Contracting Parties agree that any terms and conditions of the Customer shall not apply to the relationship under the Contract or related thereto; if the Customer refers to them during the conclusion of the Contract, the Contract shall not be concluded.





- 15.6. The Contract may be amended or supplemented exclusively in the form of written amendments, which must be concluded by both Contracting Parties. This Article 15.6 of the GTC shall not affect the possibility of communication between Contracting Parties in electronic form, including the possibility of terminating, withdrawing from, or amending the Contract in this manner.
- 15.7. The contractual relationship established by the Contract is governed by the laws of the Czech Republic, excluding the conflict of laws provisions of private international law.
- 15.8. These GTC are valid from March 15, 2025. The Provider may amend or supplement the wording of the GTC in the future. However, any changes shall not affect the rights and obligations arising during the period of validity of the previous version of the GTC.