

## Business Terms and Conditions and Terms of Use

### 1. INTRODUCTORY PROVISIONS

- 1.1. These Business Terms and Conditions and Terms of Use regulate the mutual rights and obligations between Webglobe, s.r.o., with its registered office at Vinohradská 190/2405, Prague 3 – Vinohrady, Postal Code 130 61, identification number: 26159708, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 75587 (“Provider”) and a natural or legal person who: (i) used or uses access to the web interface of the Provider’s website and/or (ii) used or uses services provided by the Provider.
- 1.2. The provisions of these Business Terms and Conditions and Terms of Use form an integral part of the Contract (as defined below).
- 1.3. Each legal and natural person using access to the web interface of the Provider’s website shall be obliged to familiarize themselves with these Business Terms and Conditions and Terms of Use in advance and fully comply with them.
- 1.4. If individual arrangements between the Provider and the Customer or the User contradict the provisions of these Business Terms and Conditions and Terms of Use, the individual arrangement shall prevail. Unless otherwise stated in these Business Terms and Conditions and Terms of Use, their individual provisions apply to both users and/or customers in their capacity of a consumer and users and/or customers in their capacity of an entrepreneur.

### 2. DEFINITIONS

Capitalized terms used in these Business Terms and Conditions and Terms of Use shall have the following meanings:

**“Price List”** means the price list published on the relevant Provider’s website or in the wording effective at the time of delivery of the Purchase Order to the Provider or effective later based on changes pursuant to paragraph 7.1 of these Terms, unless the individual arrangement of the Parties stipulates a different price, in which case the price set out in the individual arrangement of the Parties shall apply.

**“Customer’s Electronic Address”** means, for the purposes of accepting a Purchase Order, the Customer’s email address specified in the Purchase Order, and for the purposes of other communications with the Customer, the relevant email address specified in the Customer’s User Interface, provided that if no email address is specified in the Customer’s User Interface, the Customer’s email address specified in the Purchase Order shall be used.

**“GDPR”** 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.

**“Credit”** means service provided to the Customer consisting in the Customer’s option to send funds to the Provider in advance to the Provider’s bank account under the variable symbol indicated under the Customer’s User Account, or other Customer’s funds accounted for by the Provider as the Credit under these Terms, which may be used by the Customer to

pay for the ordered Services for a period of eighteen (18) months from the date of crediting the payment. Any payment made by the Customer under the Credit or accounted for as the Credit under these Terms shall be, with exceptions, non-refundable.

**“Civil Code”** means Act No. 89/2012 Sb., the Civil Code, as amended.

**“Customer”** is a natural or legal person with whom the Provider concludes the Contract.

**“Purchase Order”** has the meaning set out in paragraph 4.6 of these Terms.

**“Terms” or “Business Terms and Conditions and Terms of Use”** means the Business Terms and Conditions and Terms of Use contained herein.

**“Entrepreneur”** has the meaning set out in paragraph 3.1 of these Terms.

**“Provider”** has the meaning set out in the introductory part of the Terms.

**“Product Terms”** means the business terms and conditions relating to specific services offered by the Provider, which are contained in the Contractual Documents or are accessible on the Provider’s website.

**“Subscription Period”** means the period for which the price for the Services provided is payable under these Terms and/or the Product Terms.

**“Services”** means the Provider’s services (in particular domain registration, web hosting, mail hosting, virtual servers, physical servers and related services) provided on the basis of the Purchase Order in accordance with the Contractual Documents.

**“Contract”** means, for the purposes of these Terms, a contract concluded between the Provider and the Customer which is concerned with the provision of the Services.

**“Contractual Documents”** has the meaning set out in paragraph 4.2 of these Terms.

**“Parties”** means the Customer and the Provider, provided that they have entered into the Contract.

**“Consumer”** has the meaning set out in paragraph 3.1 of these Terms.

**“User”** is any person who accesses the Provider’s website, even without the intention of concluding the Contract.

**“User Interface”** means the user interface that will be displayed to the respective Customer on the Provider’s website after entering the login data to their User Account.

**“User Account”** has the meaning set out in paragraph 5.1 of these Terms.

**“Provider’s Website”** means the webglobe.cz website and any other website at any other address operated by the Provider; the current list of websites operated by the Provider as the operator is contained on the webglobe.cz website under the heading “Our Brands”.

**“Data Protection Policy”** means the Data Protection Policy attached as annex to these Terms.

### 3. SCOPE OF APPLICATION OF THE TERMS

- 3.1. These Terms shall apply to the legal relationships between the Provider and:
  - 3.1.1. a natural person who, outside the scope of his/her business activity or outside the scope of his/her independent performance of his/her profession, enters into a contract or otherwise deals with the Provider (hereinafter the “Consumer”), where consumer is defined in Section 419 of the Civil Code – the rights and obligations between the Provider and the Consumer shall be further governed by these Terms and in particular by the Civil Code and Act No. 634/1992 Sb., on consumer protection, as amended,
  - 3.1.2. a natural or legal person who becomes a Customer or User as an entrepreneur, and/or a state, self-governing territorial unit and/or other public administration executive, or its organizational unit (hereinafter the “Entrepreneur”), where entrepreneur is defined in Section 420 et seq. of the Civil Code – the rights and obligations between the Provider and the Entrepreneur shall be governed by these Business Terms and Conditions and in particular by the Civil Code.
- 3.2. If the Customer fills in the Purchase Order or when creating a User Account, his/her Id. No. or Tax Id. No., he/she expresses his/her will to enter into a contractual relationship with the Provider as an Entrepreneur.
- 3.3. By using the Provider’s Website, each Customer and User expresses his/her consent to these Terms, as well as all documents referred to in these Terms, in their entirety. This consent is effective at the time of the first access of the User and/or the Customer to the Provider’s Website. Each User and/or Customer shall be obliged to read these Terms and other documents referred to therein before using the Provider’s Website and/or Services and to comply with the obligations arising therefrom.

### 4. CONCLUSION OF THE CONTRACT

- 4.1. The Parties (the Provider and the Customer) have agreed to regulate their rights and obligations arising from the conclusion of the Contract, including the rights and obligations arising from all acts of negotiation for the conclusion of the Contract, partly differently from the provisions of Section 1731 et seq. of the Civil Code in the manner provided for in these Terms.
- 4.2. Unless otherwise provided by a separate arrangement of the Parties, the following contractual documentation shall constitute the Contract:
  - 4.2.1. the Provider’s confirmation of acceptance of the Purchase Order
  - 4.2.2. the Purchase Order
  - 4.2.3. the Terms

4.2.4. the Price List

4.2.5. the Product Terms applicable to the Services that are the subject of the Purchase Order (if issued in relation to such Services)

("Contractual Documents")

In the event of any conflict between the documents listed above, the document that is higher in order in the list above shall always prevail.

- 4.3. The Contract between the Provider and the Customer is formed primarily by a combination of written and implied form, in particular upon sending of a binding Purchase Order by the Customer as a proposal for the conclusion of the Contract addressed to the Provider and subsequent acceptance by the Provider, made either in writing, in the form of a simple e-mail, implicitly or by other act that clearly shows the Provider's will to conclude the Contract (in particular by activating the ordered services). A Contract between the Provider and the Customer may also be formed implicitly or based on a written Contract, even using the means of remote communication allowing for the conclusion of a contract without physical presence of the Parties. A Contract between the Provider and the Customer shall come into existence and shall be effective on the date of delivery a notice of acceptance of the Purchase Order by the Provider or on the date of delivery of a notice of activation of the ordered Services by the Provider (to the Customer's Electronic Address or to the Customer's User Interface) or on the date of activation of the ordered Services (implicitly), i.e. on the date of commencement of provision of the ordered Services by the Provider.
- 4.4. Written notices shall be delivered to the Customer's Electronic Address and a simple e-mail is sufficient to comply with the written form.
- 4.5. The Customer agrees to the use of remote means of communication in concluding the Contract. Any costs incurred by the Customer when using remote means of communication in connection with the conclusion of the Contract as well as the delivery of the Service (costs of Internet connection, costs of telephone calls) shall be borne by the Customer.
- 4.6. To order the Services, the Customer shall fill in the order form (proposal for conclusion of the Contract), available on the Provider's Website (hereinafter also referred to as the "Purchase Order"). Depending on the nature of the services ordered, the order form shall contain in particular information on:
- the Customer (identification, including contact details, or details required for issuing an invoice – tax receipt), if such information is required for the provision of the selected Service,
  - the ordered scope of Services based on the specification in the Price List and in the relevant Product Terms (the Customer will "add" the ordered Service into the electronic shopping cart),
  - the method of payment of the price of the Service.
- 4.7. Before the Order is sent to the Provider, the Customer shall be allowed to check and change the data entered in the Purchase Order, also with regard to the Customer's option to detect and correct errors made when entering data into the Purchase Order. The Purchase Order shall become binding upon sending the order

form to the Provider's system. The data provided in the Purchase Order are considered correct by the Provider. The sending of a Purchase Order to the Provider's System constitutes a binding proposal for conclusion of the Contract. The moment the ordered Service is displayed in the Customer's User Interface, the Purchase Order is accepted. The commencement of the provision of the Services by the Provider may also constitute confirmation of the Purchase Order by the Provider, depending on the nature of the selected Service.

- 4.8. By submitting a binding Purchase Order, the Customer declares and makes it indisputable that he/she has duly acquainted himself/herself and agrees with the current version of these Terms, the Price List (as published on the relevant Provider's Website from which the Purchase Order was placed), as well as other Contractual Documents available in the User Interface or on the Provider's Website from which the Purchase Order was placed.
- 4.9. Depending on the nature of the services ordered, the Provider shall always be entitled to request the Customer to confirm the Purchase Order subsequently (in writing, by e-mail or by telephone). The Provider shall be entitled to reject a Purchase Order without giving any reason and, if a Contract has been concluded prior to the rejection of the Purchase Order, to withdraw from the Contract, among others (cf. paragraph 8.5.1 of these Terms), also for the following reasons:
  - If the Customer refuses to confirm the Purchase Order in the required manner or if the nature of the Purchase Order suggests a suspicion of fraud, or
  - The Customer has provided incorrect, false, incomplete, or inaccurate identification or personal data and other data and refused to provide documents proving the correctness, truthfulness, completeness, or accuracy of the data at the Provider's request, or
  - The Customer fails to fulfil its obligations towards the Provider or third parties or can reasonably be expected not to fulfil such obligations, or
  - The Customer refused to deposit the required advances or security deposits into the Provider's account in violation of these Terms and the Price List.
- 4.10. The Provider shall notify the Customer (to the Customer's electronic address) of the rejection of a binding Purchase Order as a proposal for the conclusion of the Contract within 7 days of the delivery of the Purchase Order to the Provider. A simple e-mail is sufficient to comply with the written form. If the ordered Service does not appear in the Customer's User Interface within 7 days from the acceptance of a binding Purchase Order, the Purchase Order shall be deemed to have been rejected by the Provider. In such case, the Provider does not have to notify the rejection of a binding Purchase Order additionally by other means.
- 4.11. During the term of the Contract, the Parties shall be obliged to comply with the obligations arising from the legal regulations, the provisions of the Contract and the Contractual Documents, including these Terms, Product Terms and other terms and conditions if they are part of the Service ordered by the Customer.
- 4.12. For the purposes of this Contract, the Parties have agreed to exclude the application of Section 1740(3) of the Civil Code, Section 1751(2) of the Civil Code; neither Party shall be entitled to attach to the Purchase Order or the acceptance thereof its own business terms and conditions which, pursuant to paragraph 4.24.2 of the

Terms, do not form part of the Contract; if it does so, such business terms and conditions shall not apply to the Contract, unless the Parties subsequently agree otherwise. In such case, however, such agreement of the Parties must be in writing.

- 4.13. If the Customer acts in the contractual relationship as a Consumer, the concluded Contract shall have the character of a consumer contract according to Section 1810 et seq. of the Civil Code. A contract concluded by the Parties (if one of the Parties is a Consumer) by means of distance communication constitutes a contract concluded in a distance manner within the meaning of Section 1820 et seq. of the Civil Code.
- 4.14. After the conclusion of the Contract and fulfillment of any other requirements (for example, payment of the price of the ordered Service or delivery of all necessary documents or consents), the ordered Service shall be set up and put into operation for the Customer; the Customer shall further manage the ordered Service from its User Interface, to which it gained access by registering for a User Account. For the selected Services, the Customer shall obtain from the Provider the access data necessary to use the Service.
- 4.15. The Provider shall be entitled to request documents from the Customer at any time, including certified documents, instruments, and signatures to prove any facts relevant to the Provider, in particular for the conclusion and performance of the Contract, termination of the Contract, term of the Contract, amendments to the Contract, as well as to confirm the Customer's instructions.
- 4.16. The Provider shall not be obliged to provide the Services to a Customer aged 15 years or younger unless the Customer provides the consent of his/her legal representative. By submitting an Order, the User declares that he/she is over 15 years of age.

## 5. USER ACCOUNT

- 5.1. The ordered Services may be used by the Customer after registration in the Provider's system via an electronic form available on the Provider's Website from which the Purchase Order was placed and thus a user account is created (hereinafter referred to as the "User Account"). From his/her User Interface, the Customer can order Services or change registration and other data.
- 5.2. When registering on the Provider's Website and when placing a Purchase Order, the Customer shall be obliged to provide correct and truthful information. The Customer shall be obliged to update the data provided in the User Account upon any change thereof. The Customer shall be responsible for accuracy of all data provided in the User Account and in the Purchase Order; the Provider may rely on their accuracy.
- 5.3. When registering a User Account, the Customer shall provide his/her name, surname, e-mail and telephone number and other information specified in the registration form. In order to complete the registration, the system generates a username and unique password for the Customer for access to the Customer's User Interface. The data generated according to the previous sentence shall be sent to the Customer's Electronic Address. The Customer shall be obliged to maintain confidentiality of the information necessary to access his/her User Account.
- 5.4. The Customer shall not be entitled to allow third parties to use the User Account.
- 5.5. The Provider may cancel the User Account of the Customer, in particular if the Customer has not used his/her User Account for more than six (6) months, i.e., does not have any active Service, or if the Customer violates

his/her obligations under the Contract (including these Terms) and/or provides incorrect, false and/or misleading information.

- 5.6. The Customer acknowledges that the User Account may not be available continuously, in particular with regard to the necessary maintenance of the Provider's hardware and software equipment, or the necessary maintenance of hardware and software equipment of third parties; this shall in no way affect the Provider's obligation to provide the relevant Services that are the subject of the Contract and the Customer's obligation to pay the relevant price.

## **6. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 6.1. The Provider agrees to ensure the provision of the Services for the Customer in accordance with these Terms and Conditions and the Contract.
- 6.2. The Customer agrees to pay the agreed price for the Services and to use the Services properly and to comply with any and all obligations applicable to him/her under the Contractual Documents.
- 6.3. All Services provided by the Provider may only be used for purposes permitted by law.
- 6.4. The Customer agrees to provide the Provider with the necessary cooperation to ensure and provide the ordered Services without undue delay during the term of the Contract. If the implementation of delivery of the Services towards the Customer requires cooperation of third parties ensuring the operation of the Customer's equipment, through which the Services are to be used, the Customer shall be obliged to provide it at its own expense.
- 6.5. The Customer acknowledges that the User Account may not be available continuously, especially with regard to the necessary maintenance of the hardware and software equipment of the Provider or third parties. The Provider shall be entitled to interrupt the operation of the server and other equipment used for the provision of the ordered Services for a short period of time, in particular due to an accident and necessary maintenance and repairs of those parts of the system that directly affect the provision of the Services; in such case, the Provider shall make all efforts that can be reasonably required to ensure that any interruption of operation is as short as possible. The Provider shall inform the Customer, on the User Interface website and/or by e-mail message to the Customer's Electronic Address, of the performance of the above activities or other activities leading to interruption of the operation of the server and other equipment used for the provision of the Services with sufficient advance notice, except for accidents and/or interruptions caused by third parties without the Provider's knowledge, or in any other manner provided for in the Contract.
- 6.6. If the operation of the Service is continuously interrupted for more than 24 hours due to a fault caused by the Provider, the Customer shall be entitled to a reduction in the price of the Service by a pro rata part attributable to the number of days in the month during which the Service was not in operation.
- 6.7. The Customer agrees to report faults in the delivery of the Service to the Provider without undue delay after the fault is detected. The Provider shall provide for repairs of the server hardware without delay after the detection and localization of the fault or the Customer's request. The costs of removing the defect shall be borne by the Provider, except in cases where the defect is caused by the Customer. In such case, the Provider

shall be entitled to charge the Customer for the costs actually incurred to remove the defect and the Customer agrees to pay these costs.

- 6.8. By submitting the Purchase Order and by entering and using the Provider's Website, the Customer and the User, respectively, confirms that he/she has previously identified and familiarized himself/herself with the requirements for technical parameters of his/her equipment and the Provider's equipment for the use of the Services and that he/she has familiarized himself/herself with the method of using the Services or the Provider's Website set out in these Terms and on the Provider's Website. The Provider shall not be liable for defects and damage resulting from improper operation of the Services by the Customer's or the User's computer system administrator. The Provider shall not be liable for any interruption of the provision of the Service in case of force majeure or for other reasons specified in these Terms (in particular in paragraph 11 of these Terms). For the purposes of these Terms, "force majeure" means an extraordinary, unforeseeable and insurmountable obstacle arising independently of human will. The Parties agree to use their best efforts to eliminate or mitigate the consequences caused by force majeure.
- 6.9. Any attempt to damage the operation of the Services is prohibited and shall be grounds for the Provider's withdrawal from the Contract and immediate cancellation of the User Account without any compensation.
- 6.10. The Customer shall be responsible for correctness and completeness of the data specified in the Purchase Order and for their relevance in the User Account.
- 6.11. The Customer may use the server resources provided to it as a Service under the Contract within the scope in which they have been expressly provided to it.
- 6.12. The Customer shall be obliged to ensure that the persons whom the Customer allows to use the Services are familiar with these Terms and the Contract and use the Services in accordance with the Contract.
- 6.13. The Provider shall have the right to withdraw from the Contract regarding the provision of the Services or any part thereof and to cancel the provision of the Services to the Customer who is in default in the payment of any debt owed to the Provider. In case of withdrawal from the Contract regarding the provision of a particular Service due to the Customer's failure to pay the debt to the Provider in due and timely manner, the Provider shall also be entitled to withdraw from other contracts for the provision of Services concluded between the Provider and the Customer and cancel the provision of the related Services. In case of withdrawal from the Contract or other contract for the provision of Services under this paragraph of the Terms, the Provider shall not be liable for damage or other harm resulting from the loss of the Customer's data and loss of availability of the applications operated and the Provider shall be entitled to destroy such data and remove it from its system without any compensation.
- 6.14. The Provider shall have the right not to provide any Service to the Customer if the Customer is in default in payment of its debts to the Provider for any other Service.
- 6.15. Any interruption of the operation of the service caused by circumstances beyond the Provider's control or interruption of operation due to system interference of the Provider in the operation of the server or for other reasons specified in these Terms shall not constitute violation of the Provider's obligation to ensure the provision of Services.

- 6.16. When contacting the customer support, the Provider may require the Customer to provide his/her User ID or other information used to log into the User Account for the purpose of verifying his/her identity. If the Customer fails to do so, the Provider may refuse to provide the support or to perform the intervention by the Provider's technician.
- 6.17. The Customer shall be obliged to monitor and keep track of the expiry dates of the Services provided. The Provider shall be entitled, but not obliged, to notify the Customer of the impending expiry. The Provider shall not be liable for damage caused by the fact that the notice of expiry of the Services has not been delivered to the Customer.
- 6.18. Any changes in the parameters of the Services provided may be charged by the Provider according to the current Price List or by agreement between the Customer and the Provider. Any changes can only be made after the payment of the relevant price.
- 6.19. The Provider shall have the right to suspend, cancel or prevent access to the Services on the basis of the legal regulations, a court order, a request from law enforcement authorities or on the initiative or complaint of an entity responsible for detecting the presence of harmful material of any kind on the Internet.
- 6.20. The Provider shall have the right not to allow the Customer to exchange the IP address.
- 6.21. If a Service is ordered that has been previously terminated for any reason, the Provider does not guarantee the same configuration of such Service as the one previously terminated, nor the restoration of data from backups if backups are performed by the Provider in accordance with the relevant Service.
- 6.22. In case of a change in the DNS record (domain name record) or technical contact of the Customer's domain, the Provider shall be no longer obliged to provide the Services; this shall in no way affect the Customer's obligation to pay the price for the ordered Services for the term of the Contract; in such case, the Provider shall be entitled to withdraw from the Contract.
- 6.23. If the Service is cancelled by the Provider, or if the Provider interrupts the provision of the Service due to a breach of the Contract by the Customer, the Provider shall have the right to withdraw from the Contract; at the same time, the Service may be prohibited from being ordered again and the Provider shall have the right to refuse to enter into a new Contract with the Customer regarding the provision of the Service or, if the Contract is entered into in accordance with these Terms before the refusal, the Provider shall be entitled to withdraw from such Contract.
- 6.24. The Provider shall not be obliged to verify the delivery of information or communication to the Customer. It shall be deemed delivered upon sending it to the Customer's Electronic Address. By concluding the Contract, the Customer acknowledges this fact.
- 6.25. The Customer agrees to use the software that the Provider has provided to the Customer, in the form of a license or sublicense, within the Service, or that the Customer uses in any way, within the use of the Services, in accordance with the applicable license terms and conditions relating to such software.
- 6.26. Telephone calls between the Provider and the Customer may be recorded and/or monitored to improve the quality of the services.

6.27. The Customer shall allow the Provider to use its logo or other designation for marketing purposes as a reference, unless the Contract provides otherwise.

## 7. PRICE AND PAYMENT TERMS

- 7.1. The Customer agrees to pay the prices set out in the Price List for the Services which are the subject of the Contract. The Provider reserves the right to a change in the pricing policy and the related change in the prices for the individual Services specified in the Price List. Price may also change due to external influences. In the case of an already concluded Contract with the Customer, the Provider may change the price for the Service provided if it notifies the Customer of such change in writing (by a simple e-mail sent to the Customer's Electronic Address) no later than one (1) month before the effective date of the new price. The obligation to notify the change is also fulfilled by publishing the new Price List on the Provider's Website. This change shall affect the price of all Services that have not yet been provided and, in the case of Services provided for a specific period of time, the price for the provision of the Services commencing on the first day of the calendar month immediately following the effective date of the change. In such case, the Customer shall be entitled to terminate the Contract in writing with effect from the date of the price change. If the Customer, who is not a Consumer, fails to send a notice of termination of the Contract to the Provider no later than on the 15th day preceding the effective date of the price change, the Contract shall be deemed to continue and the Parties shall be deemed to have agreed on the new price. In case of a Customer - Consumer, his/her explicit consent to the new price is always required, otherwise the Customer - Consumer shall be deemed to disagree with the new price and terminate the Contract, in the part concerning the Services the price of which changes, with effect from the effective date of the new price. For the purposes of the Contract, in addition to the written consent, a unilateral act of the Customer - Consumer consisting in the payment (prepayment) of the price for the Services for the next period in the new amount shall also be deemed to be the express consent of the Customer - Consumer to the new price.
- 7.2. The Customer agrees to pay the price for the Services provided no later than by the due date specified in the relevant payment request (which may be made by means of a tax receipt, invoice, as part of the process of placing a Purchase Order or otherwise).
- 7.3. In the case of failure to pay debts in a due and timely manner, the Provider shall have the right to suspend the operation of the provided Services without prior notice, and the Provider shall notify the Customer of this fact without undue delay. This is without prejudice to the Customer's obligation to pay the price for the Services in accordance with the Contract.
- 7.4. In case of foreign payments, the Customer shall be obliged to pay the bank charges in full. Otherwise, the payment shall not be accepted by the Provider and the Customer shall be obliged to make up the difference so that the full amount corresponding to the respective debt is credited to the Provider's account. In the case of payment using an online payment method or a foreign payment to a bank account, the Customer shall be charged any and all transaction fees associated with the chosen payment method.
- 7.5. The price for the Services shall be deemed duly and timely paid if the following conditions are cumulatively met:
- the payment is sent to the correct bank account of the Provider

- the exact amount is paid in the correct currency according to the payment request
  - the correct variable symbol is specified at the time of payment
  - the payment is credited to the Provider's account no later than by the set due date
- 7.6. If the Customer requests a refund of a payment that has not been used to pay for the Services provided (including the Credit - under the terms of paragraph 7.14 of these Terms), the Provider shall be entitled to charge a handling fee according to the Price List applicable at the time of delivery of the refund request.
- 7.7. The Provider shall charge prices for the Services offered in advance for each Subscription Period for which the provision of the relevant Service has been agreed in the Contract. The price for the Services provided may also be charged retroactively, depending on the type of the Service provided and as agreed between the Provider and the Customer.
- 7.8. The Customer may claim defects in incorrectly billed prices for the Services within 10 days after receipt of the request for payment.
- 7.9. If it is customary in commercial relations or if it is stipulated by the generally binding legal regulations, the Provider shall issue a tax receipt – invoice – to the Customer in respect of payments made under the Contract. The data on the already issued document cannot be changed. The Provider is a value added tax payer. The Provider shall issue and send the tax receipt – invoice in an electronic form to the Customer's Electronic Address (in the form of a simple email) no later than within fifteen (15) days from the date of provision of the taxable performance.
- 7.10. The Customer declares that he/she agrees that accounting and tax documents may be issued and sent in an electronic form (in the form of a simple email).
- 7.11. Services that are paid in advance for the Subscription Period shall be provided by the Provider only after the price of the Service for the relevant Subscription Period has been paid in full, unless otherwise agreed between the Parties.
- 7.12. If the provision of the Service is commenced before the payment of the price for the relevant Service or the price for the Service is paid periodically and the Customer is in default with the payment of the price or any part thereof for more than 14 calendar days, the Provider shall be entitled to suspend the operation of the Services provided by the Provider. However, the Customer's obligation to pay the price for the Services provided (even for the period in which the provision of the Services has been interrupted) shall continue.
- 7.13. In the case of the Customer's repeated default in the payment of any debt, the Provider shall have the right to withdraw from the Contract; for the same reason, the Provider shall have the right to withdraw from any contract between the Provider and the Customer relating to the provision of Services to the Customer.
- 7.14. If it is expressly permitted by the Contractual Documents (or other agreement of the Parties) in relation to a particular Service, the Customer may pay its monetary obligations to the Provider by means of the Credit, subject to the following conditions:
- 7.14.1. The right to use the Credit is only available to Customers who have established a User Account.

7.14.2. The use of the Credit funds to pay the Customer's monetary obligation to the Provider is possible only based on the Customer's explicit instruction made in the Customer's User Interface.

7.14.3. The funds constituting the Credit consist of:

7.14.3.1. the funds paid into the relevant bank account and under the variable symbol specified under the Customer's User Account;

7.14.3.2. other funds paid by the Customer and charged by the Provider as "Credit" (e.g. overpayments, duplicate payments), whereby the Customer is deemed to have agreed to the use of such funds as the Credit by entering into the Contract;

7.14.3.3. payments for Services that have not been provided to the Customer for reasons not caused by the Customer;

7.14.4. Once the funds are credited to the Credit in accordance with the Terms, value added tax shall be levied from the said amount in accordance with the legal regulations.

7.14.5. The funds constituting the Credit shall be deemed to be an advance payment for services rendered within eighteen (18) months of their crediting to the Credit; such funds must be used to pay monetary obligations to the Provider no later than within eighteen (18) months of their crediting to the Credit; after the expiry of that period, the Customer's right to refund or use of such funds shall cease and the relevant funds shall be debited from the Credit in favour of the Provider as payment for the readiness to provide the Services for a period of eighteen (18) months from the crediting of the funds to the Credit.

7.14.6. When paying the price for the ordered Services using the Credit, the respective price shall always be set off against the funds credited to the Credit first.

7.14.7. The Customer shall be obliged to provide the Provider with any and all assistance in performing its obligations following from the relevant legal regulations (including Act No. 253/2008 Sb.).

## **8. TERM AND TERMINATION OF THE CONTRACTUAL RELATIONSHIP**

8.1. The Contract shall be concluded for a fixed term, in each case according to the type of Service selected, unless the Contract or other documents referred to in the Contract stipulate that the Contract is concluded for an indefinite term.

8.2. The term of the Contract shall be determined by written agreement of the Parties or automatically by the Customer's choice of the length of the Subscription Period in the Purchase Order, in which case the term of the Contract shall be automatically agreed for the same period as the term of one Subscription Period. The Contract in its current wording shall be renewed in each case with a new Subscription Period of the already existing Service, subject to the proper payment of all monetary debts owed by the Customer to the Provider, where the Provider shall be entitled, at its sole and absolute discretion, to refuse to renew the Contract pursuant to this sentence, even if all monetary debts owed by the Customer to the Provider have been duly paid, by a notice addressed to the Customer's Electronic Address.

- 8.3. The contractual relationship established by the Contract for a fixed term shall terminate upon expiry of that term.
- 8.4. The Contract may be terminated before the expiry of the term:
- By written agreement between the Provider and the Customer
  - In the manner set out in the Contractual Documents.
  - On the basis of the relevant legal regulations, and other than in accordance with the Contractual Documents, the Customer may only withdraw from this Contract if she/he is a Consumer and this right is granted to him/her as a Consumer by a legal regulation the application of which cannot be contractually deviated from;
  - By withdrawing from the Contract for the reasons and in the manner set out in the Contractual Documents;
  - By terminating the Contract in accordance with the Contractual Documents.
- 8.5. Withdrawal from the Contract by the Provider
- 8.5.1. The Provider shall be entitled to withdraw from the Contract prior to expiry thereof for the following reasons:
- if there is any breach by the Customer of the Contract, these Terms, the Price List or any obligation arising from any other Contractual Document;
  - if there are reasons for which the Provider would be entitled to reject the Customer's proposal for the conclusion of the Contract;
  - if there is a general change in the provision of the Services, their interruption, limitation or termination by the Provider;
  - for other reasons set out in the Contractual Documents.
- 8.5.2. The Provider shall withdraw from the Contract by sending a notice of withdrawal to the Customer's Electronic Address.
- 8.6. Withdrawal from the Contract by the Customer
- 8.6.1. The Customer, who is not a Consumer, shall be entitled to withdraw from the Contract before the expiry of the term for which it was agreed, only if the Provider fails to provide the agreed Services for which the Customer has duly paid the price (if paid in advance) for a continuous period of more than 14 consecutive calendar days. This right of the Customer shall not apply where the failure of the provision of Services by the Provider is caused by the Customer, a third party or force majeure, or for other reasons expressly provided for in the Contractual Documentation.
- 8.6.2. The Customer, who has concluded the Contract as a Consumer, shall have the right to withdraw from the Contract concluded by means of remote communication (telephone, e-mail, in the form of a request in the user interface) within the statutory period of 14 days from the conclusion of the

Contract. If the Customer – Consumer withdraws from the Contract pursuant to the preceding sentence, he/she shall be obliged to pay a pro rata part of the price of the Services to the extent of the Services provided, including the costs related thereto.

8.7. Termination of the Contract by the Provider

8.7.1. The Provider shall be entitled to terminate the Contract by delivering a notice of termination to the Customer's Electronic Address before the expiry of its term, even without giving a reason, with a 3-month notice period commencing on the first day of the month immediately following the month in which the Provider sent the notice to the Customer.

8.8. The Contract shall also be terminated

- if the provision of all Services provided under the Contract is terminated
- if the Contract is terminated by the Customer in accordance with paragraph 7.1 of these Terms.

8.9. If the Contract is terminated before the expiry of the term for which the provision of the Services was agreed and the subject of which is the provision of a Service with a minimum period of use of the Service and this Contract is terminated by the Customer, the Customer shall be obliged to pay the price for the agreed Services in the original amount.

8.10. If the Contract is terminated before the expiry of the term for which the relevant Service was agreed, for reasons on the Provider's side, and unless the Parties agree otherwise, the Customer shall be entitled to a proportionate part of the unused price for the agreed Services.

8.11. If the Customer exercises the right to withdraw from the Contract, the Provider shall be entitled to reimbursement of the costs actually incurred in connection with the termination of the Services provided.

8.12. The Customer acknowledges that in the case of termination of the Contract before the expiry of the term for which the relevant Service has been agreed, for any reason on the part of the Customer or the Provider, the Customer shall not be entitled to a refund of the fee paid to the Registration Authority (including the administrative expenses associated therewith)

## 9. CONSUMER PROTECTION

9.1. If a Customer is in a contractual relationship as a Consumer, the statutory consumer protection applies to this Customer.

9.2. The Customer – Consumer has the right in particular to:

- Withdrawal from the Contract concluded by means of distance communication;
- Disclosure of information prior to the conclusion of the Contract;
- Out-of-court resolution of a consumer dispute arising from the Contract.

9.3. If a dispute arises between the Provider and the Customer – Consumer under the Contract, which the Parties cannot resolve on their own, the Customer – Consumer has the right to refer the dispute to the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, with its registered office at Štěpánská 567/15,

120 00 Prague 2, Id. No.: 000 20 869, website: <http://www.adr.coi.cz>, e-mail: [adr@coi.cz](mailto:adr@coi.cz) for the purpose of out-of-court resolution of a consumer dispute. This right may be exercised by the Customer – Consumer within 1 year from the date on which s/he first exercised the right which is the subject of the consumer dispute with the Seller. The Customer – Consumer can also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>. The European Consumer Centre Czech Republic, with its registered office in Prague 2, at Štěpánská 567/15, Postal Code 120 00, website: [www.evropskyspotrebitel.cz](http://www.evropskyspotrebitel.cz), is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (the Regulation on consumer online dispute resolution).

## 10. INFORMATION AND DIFFERENT LEGAL REGULATION OF TERMS AND CONDITIONS FOR CUSTOMERS – CONSUMERS

### 10.1. Mandatory disclosures

10.1.1. The Provider shall disclose the following information to the Customer, who is a Consumer, in accordance with the provisions of Sections 1811(2), 1820(1) and 1826(1) of the Civil Code:

- The Provider's Website contains the identity of the Provider, including all contact details (telephone number, registered office, etc.).
- The Provider's Website contains a list of Services offered by the Provider.
- The costs of the means of remote communication shall not differ from the basic rate (in the case of Internet and telephone connection according to the terms of your operator); these costs shall be borne by the Customer. The Provider shall not charge any additional fees.
- Depending on the specific Service and in accordance with the relevant Contractual Documents, the Provider may require payment of the Price before commencement of performance of the Service to the Customer.
- The prices of the Provider's Services are specified on the Provider's Website or in the Price List exclusive of VAT, as well as including VAT and all charges (including any and all the costs and delivery costs) stipulated by law. The Customer shall be obliged to pay the price of the service, including VAT and any and all the fees stipulated by law.
- The prices of the Services, including taxes, and the duration of such price are based on the Provider's current offer and the currently applicable Price List and these Terms.
- The determination of the method of payment of the price of the Service and related costs is set out in Art. 7 .
- If the Customer is a Consumer, the Customer shall have the right to withdraw from the Contract within fourteen days from the conclusion of the Contract by sending the notice of withdrawal to the address of the Provider's place of business or to the Provider's e-mail address specified in paragraph 20.6 of the Terms; the Customer shall notify the withdrawal no later than on the last day of the said 14-day period. The Customer – Consumer may also notify the intention to withdraw from the Contract by means of an authorized request in his/her User Interface. In the notice of withdrawal, the Customer shall state that he/she is withdrawing from the Contract, as well as the date of conclusion of the Contract, the Purchase Order number, the name of the

Service being withdrawn from, if the Customer intends to withdraw from only a part of the Contract, and the account number for the refund.

- Depending on the Service used, the concluded Contract, or the relevant tax receipt, may be stored in the Provider's electronic archive, and registered users of the Provider shall have access to this data concerning their person in their User Interface.
- The Contract can only be concluded in the Czech or English languages.
- The contents of the Contract as well as the data provided during data entry are available in the Customer's User Interface. Any errors arising from data entry prior to the submission of the Purchase Order can be corrected during the recapitulation of the Purchase Order, which will be displayed to the Customer before the final confirmation of the Purchase Order; cf. the provisions of paragraph 4.7 of these Terms.
- The Customer – Consumer may not withdraw from a Contract
  - for the delivery of goods whose price depends on financial market fluctuations independent of the Provider's will and which may occur during the period for withdrawal from the Contract,
  - for the delivery of goods that have been modified according to the wishes of the Customer – Consumer or for his/her person (for example, modification of the source code of the application),
  - for the delivery of perishable goods, as well as goods that have been irretrievably mixed with other goods after delivery,
  - for the repair or maintenance carried out at a location specified by the Customer – Consumer at his/her request; however, this shall not apply in the case of subsequent repairs other than the requested repairs or delivery of spare parts other than the requested spare parts (e.g. administrator's intervention on servers owned by the Customer),
  - for the delivery of goods in closed packaging that the Customer has removed from the packaging and cannot be returned for hygienic reasons,
  - for the supply of a sound or visual recording or computer program if s/he has damaged its original packaging,
  - for the supply of newspapers, periodicals, or magazines,
  - on transport or leisure activities, if the Provider provides such performances within the specified deadline,
  - for the delivery of digital content, unless it was delivered on a tangible medium and was delivered with the prior express consent of the Customer – Consumer before the expiry of the period for withdrawal from the Contract and the Provider has informed the Customer – Consumer before the conclusion of the Contract that in such case he/she does not have the right to withdraw from the Contract.
- In the case of withdrawal from the Contract, the Customer – Consumer shall bear the costs associated with the return of the goods and, in the case of a contract concluded by means of distance communication, the cost of returning the goods if the goods, due to their nature, cannot be returned by the usual postal route. In the case of withdrawal from the Contract, the performance of which has already begun, the Customer – Consumer shall be obliged to pay a pro rata part of the price for the Services in accordance with paragraph 8.6.2 of these Terms.

- The shortest period of time for which Services may be ordered is the period specified in the relevant Product Terms relating to the Service, otherwise the period of time the selection of which is enabled in the Purchase Order filling process.
- The Customer – Consumer shall also have the right to withdraw from the Contract for the following reasons:
  - pursuant to paragraph 10.1.3 of these Terms;
  - pursuant to paragraph 8.6 of these Terms.
- The Contract shall be concluded for the term set out in paragraphs 8.1 and 8.2 of these Terms.

The rights following from a defective performance for the Customer – Consumer shall be as follows:

- 10.1.2. The Provider shall be liable to the Customer – Consumer for defects in the delivered Services, consisting in particular in the fact that the Service was not delivered in the ordered content or scope.
- 10.1.3. The Customer – Consumer shall be entitled to exercise the right following from a defect of the Services without undue delay with the Provider pursuant to paragraph 10.1.7 of these Terms and shall have the right to demand:
- 10.1.3.1. If the defect can be removed, s/he can demand either removal of the defect or a reasonable discount on the price. If the defect cannot be removed and if the item cannot be used properly because of it, the Customer – Consumer may either withdraw from the Contract and/or demand a reasonable discount on the price.
- 10.1.3.2. If the defective performance constitutes a material breach of the Contract, the Customer – Consumer shall have the right:
- to eliminate the defect by supplying a new defect-free item or by supplying the missing item (this shall not apply if the defective item or subject of the work, due to its nature, cannot be returned or handed over to the Provider),
  - to remove the defect by repairing the item,
  - to a reasonable discount on the price, or
  - to withdraw from the Contract.
- 10.1.3.3. The Customer – Consumer shall inform the Provider of which right he/she has chosen when notifying the defect without undue delay after the notification of the defect. The Customer – Consumer cannot change the choice made without the Provider's consent; this shall not apply if s/he has requested the repair of a defect that proves to be irreparable. If the Provider fails to remove the defects within a reasonable period of time or if the Customer – Consumer notifies the Provider that it will not remove the defects, the Customer – Consumer may demand a reasonable discount on the price instead of removing the defect or may withdraw from the Contract. If the Customer – Consumer fails to choose his/her right in time, he/she shall have the rights under paragraph 10.1.4 of these Terms.

10.1.3.4. If the defective performance constitutes an immaterial breach of the Contract, the Customer – Consumer shall have the right to have the defect removed or to a reasonable price reduction.

10.1.4. If the Customer – Consumer does not exercise the right to a price reduction or does not withdraw from the Contract, the Provider may supply the missing items or remedy a legal defect. Other defects may be remedied by the Provider, at its option, by repairing the item or supplying a new item (this shall not apply if the defective item or the subject of the work cannot be returned or handed over to the Provider due to its nature); the choice must not cause unreasonable costs to the Customer – Consumer.

10.1.5. If the Provider fails to remove the defect of an item in time or refuses to remove the defect of an item, the Customer – Consumer may demand a price reduction or may withdraw from the Contract. The Customer – Consumer cannot change the choice made without the Provider's consent.

10.1.6. The Customer – Consumer shall not be entitled to the right from defective performance if the defect was caused by the Customer.

10.1.7. Procedure for notifying defects – claim

10.1.7.1. Method of raising a claim

- The rights arising from a defect shall be exercised with the Provider in writing at the Provider's contact points listed in paragraph 20.6 of these Terms, in particular by describing the defect or how the defect manifests itself. If the Customer – Consumer exercises the right from the defective performance, the Provider shall confirm in writing when the right was exercised, as well as the performance of the repair and the duration of the repair.
- When filing a claim, the Provider must be informed of the objections, in the manner specified in the preceding paragraph and without undue delay after discovering the defective performance by the Provider, and these must be described in detail. A written objection must include at least:
  - the name and surname and other identification data of the Customer – Consumer
  - the description of the defect or how the defect manifests itself
  - the proposed method of resolving the claim, including the specification of the asserted claim under defect liability
- Written documents sent by the Customer – Consumer to the Provider's address which do not contain the above-mentioned data necessary for the proper assertion of the claim shall not qualify as a claim.

10.1.7.2. Method and time limits for handling claims

10.1.7.2.1. The Provider shall be obliged to address the claim (i.e. including possible removal of the defect) of the Customer – Consumer, without undue delay, within a period appropriate to the complexity and nature of the claimed defect,

no later than within 30 days from the date of filing the claim, unless the Provider and the Customer – Consumer have agreed on a longer period.

10.1.7.2.2. After examining the submitted documents, the Provider may address the claim in the following manner:

- it accepts the claim as justified and remedies it
- it does not accept the claim as justified.

10.1.7.2.3. The Provider shall inform the Customer – Consumer about the method of handling the claim by sending a message to the Customer's Electronic Address.

10.2. Advice on the right to withdraw from the contract in accordance with Section 1829 of the Civil Code

10.2.1. Consequences of withdrawal from the Contract

10.2.1.1. If the Customer – Consumer withdraws from the Contract, the Provider shall return to the Customer – Consumer, without undue delay, no later than within 14 days from the date of delivery of the notice of withdrawal from the Contract to him/her, all payments received from the Customer – Consumer, including delivery costs (except for additional costs incurred as a result of the delivery method chosen by the Customer – Consumer, which is different from the cheapest standard delivery method offered by the Provider). When refunding payments, the Provider shall use the same means of payment used by the Customer – Consumer during the initial transaction, unless the Customer – Consumer expressly stated otherwise.

10.2.1.2. Since the Provider provides the Services, no costs associated with the return of goods are incurred. The costs of the withdrawal (i.e., in particular postage, etc.) shall be borne by the Customer.

10.2.1.3. In the case of withdrawal from the Contract within the statutory 14-day period, if the Provider has commenced the provision of the Services on the express instruction of the Customer, the Customer shall not be entitled to a refund of the fee paid to the Registration Authority (including the related administrative expenses).

10.2.1.4. If the Customer – Consumer withdraws from the Contract and the Provider has started the performance based on the express request of the Customer – Consumer before the expiry of the period for withdrawal from the Contract, the Customer – Consumer shall pay the Provider a proportionate part of the agreed price for the performance provided up to the moment of withdrawal from the Contract. If the agreed price is unreasonably high, the Customer – Consumer shall pay the Provider a proportionate part of the price corresponding to the market value of the performance provided.

10.3. Declaration of the Customer – Consumer

10.3.1. The Customer – Consumer expressly requests that the Provider commence the provision of the Service under the concluded Contract with the Provider before the expiry of the 14-day period for withdrawal from the Contract, and further agrees and acknowledges that if the digital content is delivered to the

Customer under the Contract not on a tangible medium before the expiry of the period for withdrawal from the Contract, the Customer shall not be entitled to withdraw from the Contract.

10.3.2. In the case of a conflict between paragraph 10 and other provisions of these Terms, the provisions of those terms and conditions and statutory provisions which are more favourable to and serve in favour of the Customer – Consumer shall apply.

## **11. DISCLAIMER OF LIABILITY AND WARRANTIES**

- 11.1. The Customer acknowledges and agrees that it uses the Provider's system at its own risk. Although the Provider makes every effort to ensure that the information on the Provider's Website is current, valid and complete, the Provider disclaims all warranties, conditions or assurances of any kind to the fullest extent permitted by law and does not warrant the accuracy or completeness of the Provider's Website or any information or content, nor that it is free from defects or viruses.
- 11.2. The Customer acknowledges that the Provider is not liable for the level of quality of the Services provided affected by the nature of the technologies used.
- 11.3. The Provider shall not be liable for any problems caused by a failure or unavailability of the Provider's DNS system not caused by the Provider.
- 11.4. The Provider shall also not be liable for system failures or outages that occur independently of the Provider's will and prevent the Provider from fulfilling its obligation to the Customer, including outages caused by interruptions or faulty provision of third-party cloud services.
- 11.5. The Provider shall not be liable for accuracy, completeness and up-to-dateness of the content of the Provider's Website or for any direct or indirect damage arising in connection with the connection and use of the Provider's Website or the Provider's system, as well as for any damage arising due to its partial or complete non-functionality. Due to the nature of the Internet, the Provider does not guarantee the availability and error-free functioning of the Provider's Website or the Provider's system due to the inability to connect to the Provider's Website or system or the inability to use the content of the Provider's Website or the Provider's system.
- 11.6. The Provider is not responsible or liable for the obligations of persons whose offers are listed, in the form of commercials, advertisements or otherwise, on the Provider's Website, nor is the Provider a party to any legal relations entered into with third parties by the Customer. The Provider is also not liable for the truthfulness, content and form of third-party advertising published on the Provider's Website.
- 11.7. The Provider shall neither be liable for the content of third-party websites that are available through the Provider's Website, nor for the obligations of persons who offer, provide or mediate services on third-party websites. The same applies to third-party websites from which it is possible to connect to the Provider's Website.

## **12. EXCLUSION FROM OPERATION**

- 12.1. The Customer agrees that, when using the Services, s/he and any other persons whom s/he allows to use the Services, will refrain from any act that is contrary to the legal regulations, in particular, but not exclusively:

- 12.1.1. Offering or distributing content, as well as operating activities and services that are contrary to the laws of the Czech Republic, European law and applicable international conventions by which the Czech Republic is bound, as well as any other applicable laws.
- 12.1.2. Promoting the suppression of fundamental rights and civil liberties guaranteed by the Constitution for groups, individuals, or nations.
- 12.1.3. Offering or distributing pornographic material in violation of the legal regulations.
- 12.1.4. Operation of warez, gamez, crack servers or content with a similar focus.
- 12.1.5. Operation of download servers, chat servers, servers offering illegally obtained software for the purpose of sale, and provision of such illegal software to third parties.
- 12.1.6. Operation of applications aimed at sending spam messages.
- 12.1.7. Infringement of copyright and other rights of third parties, including other intellectual property rights.
- 12.1.8. Use and distribution of tools that would compromise the security of the Internet.
- 12.1.9. Loading the Provider's servers with overly burdensome scripts or applications, or otherwise impede server functions, or running scripts or applications that could harm the Provider or any third party in any way.
- 12.1.10. Using funds other than those allocated or agreed by the Provider.
- 12.2. The Provider shall not be obliged to provide services to Customers who act by offering content, sharing content or downloading content:
  - 12.2.1. which is contrary to the laws of the Czech Republic and/or applicable international conventions by which the country concerned is bound, as well as any other applicable laws;
  - 12.2.2. infringing intellectual property rights;
  - 12.2.3. illegally obtaining or distributing software (and other computer programs) for the purpose of distributing (for consideration or without consideration) such illegally obtained or distributed software to third parties (e.g., warez, crack and similar focus);
  - 12.2.4. that can be described as spam, which is used to send spam, refers to spam, and the provision of services to Customers who are associated with and published in connection with the term 'spam' is also excluded from operation;
  - 12.2.5. that contains illegal applications and scripts, or that overloads database systems or causes servers to malfunction;
  - 12.2.6. that overloads the infrastructure and connection lines or hardware of the Provider or other persons, as the case may be;
  - 12.2.7. that threatens the privacy or security of other Internet users' computer systems or threatens the privacy or security of any other Internet users (e.g., through viruses, password generators, etc.);

- 12.2.8. that can be described as music, sound, image, film and other similar files to which the Customer does not have permission or copyright or other rights to their dissemination and distribution;
- 12.2.9. that contains any information damaging the reputation of the Provider and/or its staff;
- 12.2.10. that is the property of the Provider and is distributed by the Customer without the Provider's written permission;
- 12.2.11. that is part of the Service provided to the Customer, and the Customer does not have written permission from the Provider to provide the Service or any part thereof to third parties;
- 12.2.12. that may give the impression that the Customer is acting for the Provider, although s/he is not its authorized representative or collaborator;
- 12.2.13. that directly or indirectly infringes any rights of third parties;
- 12.2.14. that is contrary to good manners;

as well as anything that may, even partially, fall into the above categories, where the decision on violation of this paragraph by the Customer is at the sole discretion of the Provider.

- 12.3. The Customer agrees to indemnify and hold harmless the Provider and its customers and third parties from and against any and all harm, damage and expenses which may arise as a result of its conduct in providing the Services under this Contract which is at variance with the Contract or legal regulations. This clause also applies to, but is not limited to, the cases listed in paragraphs 12.1 and 12.2, especially the placement of inappropriate or prohibited scripts that overload and slow down the Provider's servers, hosting sites with unauthorized content, overloading the connection (e.g. illegal downloading of music and movies, etc.), spam and other activities that are contrary to the Contract, generally recognized rules, general legal regulations and generally accepted ways of using the Service ordered by the Customer and these Terms related to the relevant Service. The Customer acknowledges and agrees that in order to protect the operation of the Services provided, the Provider may, as part of its operating policy, adjust the settings of the Services provided to prevent any misuse of the Services to the maximum extent possible.
- 12.4. If the Provider discovers any violation of the prohibitions by the Customer or any other defective conduct of the Customer, the Provider shall have the right to immediately and without compensation terminate the provision of the Service to the Customer, withdraw from the Contract and the Provider shall also have the right to demand compensation in an amount corresponding to the extent of the harm, damage and costs incurred. The price paid by the Customer, even for the period not used by the Customer after cancellation of the provided Service, shall not be refunded to the Customer and its amount shall constitute a one-off contractual penalty for the breach of the Customer's obligations, against which the claim for refund of the price paid shall be set off. The agreement on the contractual penalty shall in no way prejudice the right to full compensation for damage, costs, and harm, nor shall it extinguish the obligation imposed.
- 12.5. The Customer acknowledges and agrees that the Provider uses software that automatically repairs and possibly removes vulnerabilities, malware and viruses in the files in the Customer's web space. The Customer acknowledges and agrees that the Provider is not liable for any direct or indirect damage caused by this software, such as interruption of the provision of the Service, website slowdown or data loss.

- 12.6. The Customer further acknowledges that in the event of discovery of defective content according to the preceding paragraph of the Terms, the Provider shall have the right to block the provision of certain Services to the Customer until the Customer provides for remedy; this shall in no way affect the Customer's obligation to pay the agreed price for the Services in accordance with the Contract. If the incidents are repeated, the Provider may permanently block the Services in question; in such case, the Provider shall have the right to withdraw from the Contract and any other contracts between the Provider and the Customer relating to the provision of the Services.
- 12.7. The Provider shall not be obliged to actively control or supervise the use of the Services by the Customer, nor to notify the Customer of any breach of obligations under this Contract or legal regulations. The Provider neither exercises nor is entitled to exercise, directly or indirectly, decisive influence on the Customer's activities.

### 13. LIABILITY FOR DAMAGE AND INDEMNIFICATION

- 13.1. Unless otherwise specified below, the Provider shall be liable only for damage that it caused or will cause intentionally or through gross negligence or for other reasons specified in Section 2898 of the Civil Code.
- 13.2. Even if the Customer uses any of the Services offered, the Provider shall not be obliged to pay for any damage, including lost profits, which was or will be incurred as a result of:
- 13.2.1. failure, non-delivery or defective or incomplete delivery of the ordered Service, in particular due to technical or other operational reasons (including Internet outage or delayed delivery of data or damage to data during transmission, exceeding the capacity limit, etc., error in the Provider's system ), or on the basis of the generally binding legal regulations, in the event of a declared state of emergency or for reason of other general interest, and also if an obstacle occurs which is independent of the Provider's will and prevents the Provider from fulfilling its obligation to provide the Services under the originally agreed conditions and to the originally agreed extent;
  - 13.2.2. temporary interruption of the provision of the Services by the Provider due to a malfunction, repair or maintenance of the Provider's website and system;
  - 13.2.3. fault on the part of the Customer;
  - 13.2.4. loss, theft or misuse of the Customer's access data and passwords;
  - 13.2.5. substantive incorrect, false, incomplete, or outdated data and information
- 13.3. By delivering the Purchase Order to the Provider or by concluding the Contract, the Customer expressly waives the right to compensation for any damage other than for which the Provider is liable under Articles 13.1 and 13.2.
- 13.4. In other cases in which the Provider's liability for damage to the Customer arises, and such liability is not excluded by these Terms, the Contract or the legal regulations, the Provider shall be obliged to pay only for the damage demonstrably incurred, while the total amount of the indemnification resulting from a single harmful event or a series of interconnected harmful events that could arise in a causal link with the provision of the Services is limited to the price of the Services provided under the Contract and paid for the Subscription

Period in which the damage occurred. The Customer hereby expressly waives the right to compensation for any damage that exceeds the said scope. By entering into the Contract, the Parties confirm that, taking into account all the circumstances, they do not foresee higher damage, i.e., the aggregate foreseeable damage that the Customer may incur shall not exceed six times the monthly payment for the Services directly affected by the damage.

- 13.5. The exercise of the right to indemnification by the Customer excludes the application of a contractual penalty in the same matter.
- 13.6. The Customer agrees to inform the Provider in writing without undue delay about the danger of damage and its possible amount. In the event of breach of this obligation, the Customer's right to indemnification shall expire.
- 13.7. If the Customer breaches obligations following from the law, these Terms, the Contract or other Contractual Documents and the Parties have agreed on a contractual penalty for this case, this shall in no way affect the Provider's right to indemnification in full.

#### **14. SPECIAL ARRANGEMENT ON DISSEMINATION OF ILLEGAL ADVERTISING AND ADVERTISING THAT CONSTITUTES AN UNFAIR COMMERCIAL PRACTICE**

- 14.1. The Provider shall use its best efforts to prevent the dissemination of advertising that is illegal or may constitute an unfair commercial practice, in particular in relation to consumers, including particularly vulnerable consumers (because of their age, mental or physical frailty or gullibility).
- 14.2. The Provider, as the disseminator of advertising pursuant to Act No. 40/1995 Sb., on regulation of advertising, as amended, reserves the right not to accept the Customer or to immediately terminate the provision of the Services to the Customer (and/or withdraw from the Contract) if it ascertains that the Customer offers or disseminates content within the Services provided that contravenes or may contravene the legal regulations, including the aforementioned Act.
- 14.3. The Customer acknowledges that according to Act No. 40/1995 Sb., on regulation of advertising, the Provider shall be obliged to provide cooperation to the supervisory authorities and to disclose the identity of the Customer upon request.
- 14.4. In connection with the provisions of Act No. 40/1995 Sb., on regulation of advertising, the Operator declares that it is not the author of the advertisement under this Act.
- 14.5. According to the preceding paragraphs, the Provider shall proceed accordingly also if the advertisement is placed directly on the Provider's Website.

#### **15. PROTECTION OF INFORMATION**

- 15.1. The Provider and the Customer have agreed that all information that they have disclosed or will disclose to each other while concluding the Contract and information that otherwise arises from the performance thereof will remain confidential according to their free will.

- 15.2. The Provider agrees to maintain confidentiality of all confidential information and facts of which it has learned or becomes aware in connection with the provision of the Services to the Customer and the disclosure of which to third parties could cause damage to the Customer.
- 15.3. The protection of information shall not apply where the Provider has a disclosure duty stipulated by law, or where the information is requested by governmental authorities or public administration bodies authorized to do so by law, or where the information is publicly available.
- 15.4. In case of breach of the confidentiality obligations under these Terms by either of the Parties, the Parties agree on a contractual penalty of CZK 10,000.00 for each individual case of breach of the relevant obligation.
- 15.5. The contractual penalty pursuant to the preceding paragraph 15.4 of these Terms shall in no way affect the right to indemnification in full.

## 16. PERSONAL DATA PROTECTION

- 16.1. The Customer acknowledges that he/she is obliged to provide his/her personal data correctly and truthfully when registering and ordering and that he/she is obliged to inform the Provider without undue delay of any change in his/her personal data.
- 16.2. The Provider, as the personal data controller within the meaning of the GDPR, agrees to process personal data under the Contract in accordance with the rules set out in the GDPR and other generally binding legal regulations on personal data protection and in accordance with the information provided in the Provider's Privacy and Data Processing Statement.
- 16.3. The Provider agrees to process only personal data of the Customer that are strictly necessary in connection with the subject of the performance of the Contract (including the archiving of the Contract and related accounting documents in accordance with applicable law), the performance of legal obligations or for the protection of the Provider's legitimate interests.
- 16.4. In connection with the processing of personal data, the Provider declares that:
- it processes personal data in accordance with the requirements of the GDPR
  - it processes personal data only for the purpose and to the extent necessary for the performance of the Contract, legal obligations or the protection of the Provider's legitimate interests
  - it ensured that the persons authorised to process personal data are bound by an obligation of confidentiality or are subject to a legal obligation of confidentiality
  - it took appropriate technical and organisational measures to ensure a level of security corresponding to the requirements of Art. 32 of the GDPR
  - in the event of breach of security of personal data involving a risk to the rights and freedoms of natural persons, it will inform the supervisory authority or the data subjects
  - it will delete all personal data after the termination of the Contract if this can be done according to the legal regulations in force and effective at the time of termination of the Contract and if the reason for the protection of the Provider's legitimate interests no longer exists.
- 16.5. The Customer acknowledges that the Provider may send the Customer commercial communications concerning the Provider's products or services similar to those that the Customer has ordered or purchased

from the Provider at least once. For this purpose, the Customer's consent to the handling of personal data is not required according to the applicable legislation. If the Customer does not wish the Provider to continue to send him/her commercial communications, he/she may raise protest or objection to the sending of commercial communications by the Provider.

16.6. Additional information regarding the protection of personal data is provided in the Provider's Privacy and Data Processing Statement. The Customer confirms that he/she has become acquainted with this document and has been informed that its current version is available on the Provider's Website.

## 17. Protection of Intellectual Property

17.1. The Provider's Website is protected by copyright. All content subject to intellectual property belongs either to the Provider or to a third party that has given the Provider consent to publish it. The content of the Provider's Website may be used only for personal use and non-commercial purposes. Unless sharing or other processing of the published material is enabled directly on the Provider's Website, it is prohibited to change, modify, transmit, reproduce, upload, download or otherwise use the text, graphic materials or any other content of the Provider's Website in any way without the Provider's prior written consent.

17.2. The Customer acknowledges that any breach by the Customer of the above provision may constitute an infringement of intellectual property rights. As a result, the Provider or the injured party may claim the right to full indemnification from the Customer or any other person who directly or indirectly infringes the intellectual property right.

## 18. COOKIES and GOOGLE ANALYTICS

18.1. The Provider's Website uses cookies. More detailed information regarding cookies is available by clicking on the information bar available from the homepage of the Provider's Website.

## 19. DELIVERY OF DOCUMENTS

19.1. Documents may be delivered to the Customer to the Customer's Electronic Address.

19.2. Accounting documents issued and used in the form of electronic invoicing meet all legal requirements.

19.3. By submitting the Purchase Order, the Customer agrees to the sending of accounting documents electronically to the Customer's Electronic Address.

19.4. The Customer acknowledges that should s/he require the sending of all documents, including correspondence, in paper form, the Provider may require the Customer to pay the costs incurred in connection with this form of communication and in such case the Customer agrees to pay the costs calculated by the Provider.

19.5. The Customer acknowledges and agrees that any and all correspondence between the Customer and the Provider shall take place electronically, with the Provider's contact being the email address specified in Art. 20.6; communication via these contacts shall have the same legal weight as correspondence sent in the traditional (paper) form by the holder of a postal license.

## 20. FINAL PROVISIONS

- 20.1. The Provider may change any part of these Terms or the Product Terms to the extent appropriate at any time, with effect from the first day of the following calendar month after delivery of a written notice to the Customer of a change to the Terms no later than 15 days before the effective date of the change (written notice includes a notice in electronic form stored in the Customer's User Interface or sent to the Customer's Electronic Address); if the Customer does not agree with the relevant change, the Customer shall be entitled to withdraw from the Contract by delivering a written notice of withdrawal to the Provider no later than on the day preceding the effective date of the change. If the Customer does not exercise his/her right to withdraw pursuant to the preceding sentence, the Terms and/or the Product Terms shall become binding on the Customer after they have been amended in accordance with the preceding sentence, starting from the effective date of the amendment.
- 20.2. If the relationship established by the Contract or these Terms contains an international (foreign) element, then the Parties agree that the relationship shall be governed by Czech law. This shall in no way prejudice to the Customer's rights following from the generally binding legal regulations.
- 20.3. If a Service is flagged as "unlimited", the following rules shall apply to the interpretation of that term:
- 20.3.1. Unlimited monthly data transfer means the transfer of data between the Customer's domain and the Internet, in an amount not significantly exceeding the normal use of the service by other customers of the Provider, where at the same time such data transfer does not adversely affect the stability of the Provider's services;
- 20.3.2. Unlimited web hosting – disk space on the shared web hosting always has a defined size (according to the usual requirements of the Provider's customers). Upon the Customer's request, the Provider may increase the disk space reserved for a specific domain free of charge. The Provider may refuse to increase the disk space or may increase the space at its discretion to maintain the stability of the Services for all Customers.
- 20.3.3. Unlimited number of domains – the number of domains corresponding to the usual use of the shared web hosting services by the Provider's customers. Upon the Customer's request, the Provider may increase this limit to maintain the stability of the services provided to all customers.
- 20.4. Any disputes arising from the Contract, these Terms, the Price List, or other related contractual documents shall be decided exclusively by the Czech courts and the court having venue jurisdiction for the resolution of any disputes shall be the court of the Provider's registered office.
- 20.5. If any provision of the Business Terms and Conditions is or becomes invalid or ineffective, the invalid provisions shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity and effectiveness of the other provisions.
- 20.6. Contact details of the Provider: mailing address Webglobe, s.r.o., Vinohradská 190/2405, Prague 3 – Vinohrady, Postal Code 130 61, e-mail address [helpdesk@webglobe.cz](mailto:helpdesk@webglobe.cz), telephone +420.603 111 111.

- 20.7. The Customer, who places an order for the Service through the Provider's presentation or in some other manner acceptable to the Provider, confirms that he/she agrees to these Terms, the Price List, and the related contractual documents in full.
- 20.8. These Terms shall come into force and effect on 1 September 2021 and shall fully replace all the terms and conditions issued by the Provider until then.