

Cubelogy technologies

General Terms & Conditions

These Terms and Conditions are provided in English translation for your convenience. Please note that in case of a dispute or discrepancy between the Czech Terms and Conditions and the English translation, the Czech version shall prevail.

I. General provisions

1.1 Cubelogy technologies s.r.o. publishes these General Terms & Conditions governing contractual relations between the provider and the customer (hereinafter referred to as the „**T&C**”) pursuant to Section 1751 Act 89/2012 Coll., the Civil Code (hereinafter referred to as the „**Civil Code**”).

1.2. Contractual relations between the provider and the customer shall be governed by the contract, these T&C, the Civil Code, the Act 634/1992 Coll., on Consumer Protection (hereinafter referred to as the „**Consumer Protection Act**”), the Act 91/2012 Coll., on governing Private International Law (hereinafter referred to as the „**Private International Law Act**”) and by other legal provisions of the Czech Republic.

II. Contracting parties

2.1. The provider is Cubelogy technologies s.r.o., registered office Jiráskova 297/14, Hodolany, 779 00 Olomouc, Czech Republic, identification number: 09243020, tax identification number: CZ09243020, registered in the Register of Companies of the Regional Court in Ostrava, section C, entry 82523 (hereinafter referred to as the „**Provider**”). The Provider concludes the contract with the customer as an entrepreneur. The Provider is an entrepreneur that provides services to his customers directly or through the third parties. The Provider’s contact addresses are, postal address: Jiráskova 297/14, Hodolany, 779 00 Olomouc, Czech Republic, email address: info@cubelogy.cz.

2.2. The customer is a natural or a legal person that submitted an order for provision of a service offered by the Provider in accordance with these T&C through the Provider’s website (hereinafter referred to as the „**Customer**”). The Customer is a consumer if he concludes the contract or has other dealings with an entrepreneur outside the limits of his trade, business or profession. If the Customer is not a consumer (if he concludes the contract or has other dealings with the Provider within the limits of his trade, business or profession), he does not benefit from corresponding protection pursuant to the T&C, the Civil Code and other legal provisions in force related to consumer protection.

2.3. Upon submission of the order, the Customer states that he is fully acquainted with T&C and all conditions related to the ordered service, including its price, content and specifications indicated on the Provider’s website, and that he agrees with T&C and all of the conditions related to the ordered service. The Provider and the Customer are obliged to comply with the

provisions of concluded contract, these T&C, legal provisions of the Czech Republic in force and eventually other terms related to the ordered service.

III. Definitions

Following definitions have meaning stated below for the purposes of T&C.

3.1. **Customer:** defined in Article 2.2. of T&C.

3.2. **Customer's Contact address:** the postal or email address indicated in the Order or Customer's Account.

3.3. **Contract:** the contract concluded upon acceptance of the Customer's Order by the Provider, upon which the contractual relations are formed in accordance with T&C. The Customer is obliged to agree with T&C and to provide contact and billing information required by the Provider to conclude the contract. T&C can be agreed with through the Provider's Website before submission of the Order. T&C, price list published on the Provider's Website and other contractual price agreements shall be integral parts of the contract.

3.4. **Customer's Account:** an account created by registration on the Provider's Website. Through the Customer's account, the Customer is able to change his personal data, manage his contact addresses and submit Orders. The data provided by the Customer during registration are considered to be correct. The Customer is prohibited from creating more than one account.

3.5. **Order:** Customer's order of Services submitted through Provider's Website.

3.6. **Provider:** defined in Article 2.1. of T&C.

3.7. **Provider's Contact address:** the postal or email address indicated in Article 2.1. of T&C or on the Provider's Website.

3.8. **Provider's Website:** online interface on the websites www.cubelogy.com and www.app.cubelogy.com. Information on Services and their specification, including their price, are indicated on the Provider's website and are binding with the exception of obvious mistake or error. The Customer is able to create his Customer's Account and submit Orders on the Provider's website.

3.9. **Service, Services:** services offered on the Provider's Website, services ordered by the Customer or services that shall be provided in accordance with the Contract concluded between the Provider and the Customer in accordance with T&C.

3.10. **T&C:** defined in Article 1.1. of these General Terms and Conditions.

3.11. **Written, in Writing:** sent in paper form or by email.

IV. Conclusion of the Contract

4.1. Unless otherwise agreed by the Provider and the Customer, the Contract is not concluded and contractual relations between the Provider and the Customer are not formed until the Customer's Order is accepted by the Provider. The Contract is concluded upon the Provider's acceptance of the Customer's Order. In the case provided for in Article 6.6. of T&C the Contract is concluded when the Customer expresses his consent with the Provider's price offer, including the advance provided for in Article 6.7. of T&C. The Provider is not obliged to conclude the Contract on the basis of the presentation of Services available on the Provider's Website. Section 1732 Subsection 2 of the Civil Code does not apply to the presentation of Services available on the Provider's Website.

4.2. The Customer is enabled to verify and change the data filled in the Order before submission of the Order. The data provided in the Order by the Customer are considered to be correct. The Customer is responsible for any damage arising from incorrect data provided in the Order. The Provider shall confirm the receipt of the Order in Writing immediately to the Customer's email address indicated in the Order or Customer's Account. Confirmation of the receipt of the Order shall not be considered as an acceptance of the Order nor confirmation of Contract conclusion. The Provider will not allow the Customer to fix the incorrect data indicated on an invoice if the incorrect data were provided to the Provider in the Order.

4.3. The Provider may require an additional confirmation of the Order given the special details or unusual nature of the Order (for instance by an email or a phone call).

4.4. The Contract between the Provider and the Customer is not concluded in case of occurrence of obvious mistake or error regarding specification or price of the ordered Service provided for on the Provider's Website.

4.5. The Customer states his agreement with usage of means of distant communication for purpose of the conclusion of the Contract. The Customer bears the costs of usage of means of distant communication on his side in relation to the conclusion of the Contract (for instance costs of internet connection, phone calls, etc.).

4.6. If the subject matter of the Contract is a long-term or recurrent provision of Services, the Contract is concluded for a definite period, unless stated otherwise in Contract or T&C. The duration of the Contract is determined by a Written agreement between the Provider and the Customer or by Customer's choice in the Order. If the Customer does not inform the Provider that he no longer has an interest in further provision of the Services before termination of the Contract, and if the Customer pays the price for further provision of the Service, such payment shall be considered as a new submission of the Order.

4.7. The Customer shall receive a copy of the Contract upon Provider's acceptance of the Order. Copy of the Contract shall be sent to any of the Customer's Contact addresses. If the

Customer requests the copy of the Contract to be sent to his postal address, the Customer shall pay for the delivery of the copy, if asked by the Provider. Upon Provider's acceptance of the Order the Contract will be automatically sent to the Customer's email address indicated in the Order or Customer's Account.

4.8. The Contract shall be concluded in Czech language, unless agreed otherwise between the Provider and the Customer.

4.9. The Contract is archived in electronic form.

V. Withdrawal from the Contract

5.1. If the Contract is concluded by means of distant communication (for instance by Provider's acceptance of an Order created on the Provider's Website) with the Customer who is a consumer, the Customer has the right to withdraw from the Contract within 14 days after the conclusion of the Contract without providing any explanation pursuant to Section 1829 of the Civil Code. It is possible for the Customer to invoke his right to withdraw from the Contract through a model form for withdrawing from the Contract that is available on the Provider's Website. The Provider shall confirm the receipt of the filled form to the Customer in Writing without undue delay.

5.2. In order to comply with the 14-days period for withdrawing from the Contract, the Customer must send the filled form for withdrawing from the Contract to the Provider within such period, but the form does not have to be delivered within the 14-days period. The Customer does not have the right to withdraw from the Contract, even if he is a consumer, in a situation indicated in Article 5.3. of T&C, or in other situations provided for in the Civil Code.

5.3. Pursuant to Section 1837 of the Civil Code, the Customer does not have the right to withdraw from the Contract for provision of the Service, if the provision of the Service began within the withdrawal period (14 days after the conclusion of the Contract) with Customer's prior explicit consent and if the Provider informed the Customer before conclusion of the Contract that he shall thereby lose the right to withdraw from the Contract. Equally, the Customer shall not withdraw from the Contract for delivery of digital content if the digital content was not handed over on a tangible information carrier and was delivered within the withdrawal period (14 days after the conclusion of the Contract) with Customer's prior explicit consent and if the Provider informed the Customer before conclusion of the Contract that he shall thereby lose the right to withdraw from the Contract. The Provider hereby informs the Customer that he is not entitled to withdraw from the Contract in such situations. Furthermore, in accordance with Section 1837 of the Civil Code, the Customer does not have the right to withdraw from the Contract for repair or maintenance executed upon his request in a place that he chose; from the Contract for provision of the Service, if the price of the Service depends on the deviations of the financial market regardless of the Provider's will, or from the Contract for delivery of audio or video recordings or computer programs, if the Customer disrupted their original packaging.

5.4. If the Customer invokes his right to withdraw from the Contract in accordance with Articles 5.1. to 5.3. of T&C, the Provider is obliged to return any payments related to the Contract to the Customer without undue delay, but not later than 14 days from the day on which the Provider received the Customer's Written withdrawal from the Contract. The payments shall be returned to the Customer by the same means as the Provider received them, unless agreed otherwise between the Provider and the Customer.

5.5. If a present is given to the Customer jointly with the Service, the donation contract is concluded with a resolutive condition, consisting in denouncement of the donation contract upon withdrawal from the Contract for provision of the Service. In such situation, the Customer is obliged to return the present without undue delay to the Provider.

5.6. If the nonrefundable advance provided for in Articles 6.6. and 6.7. of T&C was paid by the Customer, the Provider is not obliged to return the advance to the Customer upon termination of the Contract, unless agreed otherwise between the Provider and the Customer in Writing.

VI. Payment conditions

6.1. The price of the Service can be paid by means indicated on the Provider's Website or in the Contract. Price discounts provided to the Customer can not be combined, unless stated otherwise by the Provider. Information on Services and their specification indicated on the Provider's Website is binding with the exception of an obvious mistake or error.

6.2. If the subject matter of the Contract is a long-term or recurrent provision of the Service and if the Customer pays the price for further provision of the Service in the period after the termination of the Contract, such payment shall be considered as a new submission of the Order of the Service with all of the additional services related to the Service that were provided to the Customer before the termination of the Contract.

6.3. The Customer states his agreement with the price of the ordered Services upon submission of the Order. The prices of the Services and other costs related to the Services are indicated on the Provider's Website, but it is possible for the Provider and the Customer to agree on individual terms.

6.4. The Price of the Services shall be paid in Czech crowns (CZK) and is charged to the Customer before provision of the Services, upon acceptance of the Order, unless agreed otherwise between the Provider and the Customer.

6.5. The Provider is entitled to charge the full price of the Services to the Customer before initiating the provision of the Services, especially if the Customer does not confirm the Order in accordance with Article 4.3. of T&C. Section 2119 Subsection 1 of the Civil Code is excluded.

6.6. The price of the Service indicated on the Provider's Website can be expressed as an hourly wage. In such situation, the Provider will determine the final price of the Service after all necessary pieces of information required for its assessment are provided to him by the Customer. The information can be provided in person, sent to any of the Provider's Contact addresses, or indicated in the Order. The final price of the Service shall be determined pursuant to the presumed scope of work. In such situation, the Contract will be concluded upon Customer's acceptance of the Provider's price offer, including nonrefundable advance provided for in Article 6.7. of T&C.

6.7. The amount of nonrefundable advance is 30% of the final price provided for in Article 6.6. of T&C. The nonrefundable advance shall be charged to the Customer upon conclusion of the Contract, namely upon Customer's acceptance of the Provider's price offer. The rest of the price shall be charged when the provision of the Service is initiated, unless agreed otherwise between the Provider and the Customer.

6.8. In case of the cashless payment by a bank transfer, the Customer is obliged to fill in the correct variable and potentially also specific and constant symbol of the payment.

6.9. Fees related to the payment are paid by the Customer, these are in particular fees for outgoing payments and outgoing international payments. These fees are not charged by the Provider.

6.10. The price shall be considered as paid when the payment is credited to the correct Provider's bank account in the correct amount and currency, with correctly filled variable and potentially constant and specific symbol. If the payment is for any reason paid incorrectly, the price of the Service shall not be considered as paid. The Customer is fully responsible for the correct and timely execution of the payment. The provision of this Article does not apply in case of the cash payment.

6.11. In accordance with legal provisions, the Provider will issue an invoice for the Customer after the price of the Service is paid. The invoice can be sent to any of the Customer's Contact addresses, including his email address. The taxes are added to the prices in accordance with the legal provisions in force. In accordance with these provisions, the date of the chargeable event is indicated in the invoice. The Provider is obliged to send the invoice to the Customer's postal address in paper form upon Customer's request.

VII. Rights arising from a defective performance

7.1. The Provider is responsible for providing the Services in accordance with the Contract and without any defects. In order to provide the Services in accordance with the Contract, the Services must correspond with their specification indicated on the Provider's Website or in the Contract and must be provided for the ordered period of time.

7.2. The Customer is entitled to submit his complaints regarding the provided Services to the Provider for the duration of the provision of the Services. The Customer is obliged to notify

the Provider about any defects of the Services without undue delay after he has become aware of such defects or reasonably could have and should have become aware of them. The complaints regarding latent defects of the provided Services can be submitted at the latest 6 months after the Services were provided or after the provision of the Services has begun.

7.3. If the Services were provided with defects, the Provider is obliged to repair the Services, provide additional Services, or provide a sale to the Customer.

7.4. It is recommended that the Customer sends his complaints regarding the provided Services to the Provider's Contact address. Complaints regarding the amount of the price of the Services do not have suspensory effect and the Customer is obliged to pay the charged price in full amount as if the complaint has not been sent.

7.5. Upon request from the Customer, who is a consumer, the Provider is obliged to issue a Written confirmation regarding Customer's complaint. Such confirmation shall include information on when the complaint was submitted, what is the content of the Customer's complaint and which way of resolution was chosen by the Customer. The Provider is also obliged to issue a confirmation regarding resolution of the complaint or potentially Written reasoning for refusal of the complaint for the Customer who is a consumer.

7.6. If the Customer is a consumer, his complaint must be resolved without undue delay, but no later than 30 days after the complaint has been submitted, unless agreed otherwise between the Provider and the Customer. Upon expiry of the 30-day period, the Customer who is a consumer will be granted the same rights as if the Contract had been seriously breached by the Provider. The Customer can contact the Provider to ascertain the current state of his complaint. The Provider is obliged to inform the Customer about resolution of his complaint.

7.7. The Provider shall confirm the extent of the Customer's rights arising from a defective performance to the Customer in Writing upon Customer's request. The Provider shall also provide information to the Customer on how to invoke his rights arising from a defective performance and when can be such rights invoked at the latest.

VIII. Rights and obligations of the Provider

8.1. The Provider undertakes to provide the Services to the Customer in accordance with the Contract and T&C.

8.2. The Provider is entitled to request any personal data needed for verification of the identity and legal capacity of the Customer before conclusion of the Contract and during contractual period.

8.3. The Customer is obliged to undertake a specific act or to provide any data or information needed for conclusion of the Contract, if the need for such an act, data or information results from the specific nature of the ordered Service. The Contract shall be concluded only if such conditions are cumulatively fulfilled.

8.4. The Provider may refuse to conclude a Contract with the Customer especially if:

- 8.4.1. the Customer refuses to accept T&C or other Provider's conditions,
- 8.4.2. the Customer refuses to provide data or information requested by the Provider for purpose of concluding the Contract,
- 8.4.3. the Customer is legally incapable to conclude the Contract and does not act through his representative,
- 8.4.4. it can be reasonably assumed by the Provider's information that the Customer would not fulfill his commitments or if the Customer breached his obligations arising from the Contract concluded with the Provider in the past,
- 8.4.5. the Customer's actions are in conflict with legal provisions, disrupt public order or are against accepted principles of morality.

8.5. The Provider is entitled to terminate the Contract with a notice period of 10 days if:

- 8.5.1. the Customer concealed essential or relevant information from the Provider or provided incorrect or false information or data to the Provider,
- 8.5.2. the Customer's actions are in conflict with legal provisions and disrupt public order or are against accepted principles of morality,
- 8.5.3. the Customer committed a serious breach of his obligations arising from the legal provisions, the Contract or T&C, or breached his obligations arising from the legal provisions, the Contract or T&C repeatedly,
- 8.5.4. the Customer refused to pay the nonrefundable advance provided for in Articles 6.6. and 6.7. of T&C.

8.6. If the Customer violates the obligation indicated in Article 9.7. of T&C, the Provider is entitled to terminate the Contract concluded with the Customer with immediate effect and suspend the provision of any Services provided to the Customer at once without any compensation. The price of the Services paid by the Customer shall not be returned to the Customer in such situation, even if the Services the Customer paid for were not provided.

8.7. The Provider is obliged to inform the Customer in Writing about circumstances, that will limit the provision of the provided Services or make the provision of the provided Services impossible, if the Provider is aware about such circumstances in advance.

8.8. The Provider is entitled to suspend the provision of Services to repair or maintain his devices for as long as necessary.

8.9. The Provider is obliged to inform the Customer in Writing at least 24 hours in advance about his intention to restrict or suspend the provision of the Services for more than 12 hours by reason of necessary repairs or maintenance of Provider's devices.

8.10. The Provider is entitled to restrict or suspend the provision of the Services for as long as necessary if an unpredictable event, force majeure or inaction of the third party makes it impossible or highly difficult to provide the Services.

8.11. The Provider is entitled to restrict or suspend provision of the Services if the Services are used inappropriately or if the Customer provided the Provider with incorrect information regarding his identification.

8.12. The Provider is not responsible for the manner in which the Customer uses the provided Services, for the purpose for which the Customer uses them, nor for any consequences resulting from such manner or purpose.

8.13. The Provider is not bound by any codes of conduct within the meaning of Section 1826 Subsection 1 paragraph e) of the Civil Code.

8.14. The Customer notes that the Customer's Account may not be always available, in particular by reason of necessary maintenance of Provider's or potentially third party's devices.

8.15. The Provider is not responsible for difficulties related to Provider's Website arising from an intervention of a third party or an inappropriate usage.

8.16. The Provider is entitled to restrict or deny access to the Provider's Website to anyone who was involved in illegal or unethical behavior, or behavior that disrupts public order or is against principles of morality. The Provider is also entitled to delete the Customer's Account if the account is not used for a period of 3 months, if the Customer repeatedly breached his obligations arising from the Contract or T&C or if the Customer committed a serious breach of such obligations. The Provider is entitled to deny access to the Provider's Website to the Customer and to delete the Customer's Account especially in the situation indicated in Article 9.7. of T&C.

8.17. The Provider is not responsible for abuse of the Customer's logging information, based on which the Provider accepted the Order of the Services.

8.18. If the Provider shall be responsible for damage caused to the Customer, when such responsibility is not excluded by T&C, the Contract or legal provisions, the Provider shall be obliged to provide compensation only for the proven damage, whereas the highest possible amount of compensation is 30.000 CZK, even if the real amount of damage caused is higher. The provision of this Article does not apply to the Customer who is a consumer.

IX. Rights and obligations of the Customer

9.1. The Customer is obliged to fully acquaint himself with the Contract and T&C before conclusion of the Contract.

9.2. The Customer undertakes to prevent any misuse of the provided Services by any means necessary. The Customer is fully responsible for consequences and damage caused by misuse of the Services.

9.3. The Customer is fully responsible for the manner in which he uses the provided Services, for the purpose for which he uses them and for any consequences resulting from such manner or purpose.

9.4. The Customer is obliged to inform the Provider in Writing about any threats of damage and its possible amount without undue delay after he has become aware or reasonably could have and should have become aware of such threats. If the Customer breaches this obligation, he loses all claims for any compensation of damage and is obliged to compensate for damage caused to the Provider.

9.5. The Customer is fully responsible for any damage he caused to the Provider.

9.6. The Customer is obliged to refrain from actions which:

9.6.1. are in conflict with legal provisions, international treaties and agreements, accepted principles of morality or public order,

9.6.2. infringe copyright, patents or other industrial rights or by any means violate any other rights of the third parties, including constitutional rights and fundamental freedoms,

9.6.3. are endangering or interfering with the safety or privacy of other systems, people, entities or internet,

9.6.4. cause an over-burden on the provider's infrastructure or any of the Provider's or third party's devices.

9.7. The Customer is obliged to refrain from actions which could lead to an overburden on the Provider's Website or systems, to intrusion of the Provider's systems, change in the source code of the system, to any other breach of integrity, or to any other similar breach of security or functionality of the Provider's Website or systems. If the Customer violates this obligation, the Provider is entitled to terminate the Contract concluded with the Customer with immediate effect and suspend the provision of any Services provided to the Customer at once without any compensation. The price of the Services paid by the Customer shall not be returned to the Customer in such situation, even if the Services the Customer paid for were not provided.

9.8. The Customer is not responsible for actions indicated in Article 9.7. and the Provider is not entitled to terminate the Contract concluded with the Customer, if it is proven that the Customer committed actions indicated in Article 9.7. for the purpose of bug hunting. The bug hunting is a process of explorative testing that finds bugs or vulnerabilities of the Provider's Website or systems. The Customer is obliged to inform the Provider about bug hunting in advance, or at the latest 24 hours after he committed actions indicated in Article 9.7. of T&C. The Customer is prohibited from causing any damage to the Provider or jeopardizing the security or functionality of the Provider's Website or systems in any way during the bug hunting. The Provider shall always decide if the Customer is responsible for his actions indicated in Article 9.7. of T&C. The Customer shall be rewarded according to the Provider's assessment for successful bug hunting reported in advance or subsequently acknowledged.

9.9. Upon change of any personal data given to the Provider and held in the Customer's Account, the Customer is obliged to update such data without undue delay. The Customer is fully responsible for any damage resulting from outdated data.

9.10. The Customer undertakes to protect his logging information by any means necessary. It is forbidden for the Customer to share his logging information or to give access to his Customer's Account to anyone who is not entitled to represent the Customer. People or bodies entitled to represent the Customer are obliged to prove their right to represent the Customer to the Provider in accordance with legal provisions. If the provision of this Article is breached, The Customer is responsible for any damage resulting from abuse of his logging information or Customer's Account.

9.11. The Customer is obliged to prevent any breaches of accepted principles of morality, public order, legal provisions or T&C from happening through his Customer's Account. The Customer is prohibited from creating more than one Customer's Account.

X. Privacy policy

10.1. The Customer states his agreement with the processing and retention of his personal data in accordance with the Act 110/2019 Coll., on Processing of Personal Data and with Regulation (EU) 2016/679 of the European Parliament and of the Council, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation). If the Customer is not a consumer, he is not granted the rights related to the procession and retention of personal data that are granted exclusively to the consumers pursuant to legal provisions.

10.2. The Provider declares that all of the personal data provided by the Customer to the Provider are designated as confidential and shall be used only to the extent required to fulfill the Contract and other purposes indicated in the Provider's Privacy Statement.

10.3. The Provider is entitled to provide the Customer's personal data in necessary extent to the third parties for purpose of fulfilling the contract. In certain situations, the Provider is also obliged to provide the Customer's personal data in necessary extent to law enforcement authorities or other public authorities pursuant to law provisions.

10.4. The Provider undertakes to ensure the protection of the Customer's personal data in form of prevention from abuse, unauthorised or incidental access, loss, deletion, violation of Customer's rights, unauthorised publication or transmission and from other breaches of security. The Customer has the right to access his personal data and to have his personal data amended or corrected. The Customer may require an explanation and deletion of harmful or incorrect data.

10.5. Other information regarding the processing of personal data are indicated in the Provider's Privacy Statement, which is available on the Provider's Website.

XI. Final provisions

11.1. Up-to-date T&C are available on the Provider's Website.

11.2. Contractual relations between the Provider and the Customer shall be governed by the Contract and T&C. In matters not provided for in the Contract or T&C, contractual relations between the Provider and the Customer shall be governed by legal provisions of the Czech Republic, in particular by the Civil Code, the Consumer Protection Act and the Private International Law Act. The Processing and protection of personal data is provided for in the Provider's Privacy Statement, which is available on the Provider's Website.

11.3. The Customer notes that the Provider may update his T&C after conclusion of the Contract (and therefore within the period of contractual relations between the Provider and the Customer). The Customer shall be informed about an update of T&C in Writing. If the change in T&C might deteriorate the position of the Customer, the Customer is entitled to denounce the Contract within the period of 30 days after the Customer has been informed about such change in Writing. If the Customer does not denounce the Contract within such period, it is conclusively presumed that the change of T&C was fully accepted. If the Customer denounces the Contract in accordance with this article, the period of notice shall be 2 months.

11.4. In case of a conflict between the provisions of the Contract concluded in Writing and the provisions of T&C, the provisions of the Contract shall prevail.

11.5. In case of any provisions of the Contract or T&C being invalid, voidable or ineffective, provisions that have the most similar meaning and purpose to invalid, voidable or ineffective provisions shall be used in their stead. Invalidity or ineffectiveness of some provisions shall not affect validity and effectiveness of other provisions.

11.6. These T&C shall become valid and effective upon 15th February 2021.

11.7. Any disputes between the Provider and the Customer arising from the Contract shall be dealt with primarily by a settlement.

11.8. The trade licence inspection and control are carried out by competent authority of the Trade Licensing Office. The Czech Trade Inspection Authority carries out the inspection and monitoring of compliance with legal regulations on the protection of consumers. Rights of consumers are also defended by their interest organizations and other subjects.

11.9. If the Customer is a consumer and if there is a dispute between such Customer and the Provider related to the Contract, that can not be resolved by a settlement, the Customer is entitled to contact the Czech Trade Inspection in order to achieve extra-judicial resolution of the dispute (<https://www.coi.cz>, <https://www.coi.cz/informace-o-adr/>). This right shall be invoked by the Customer within one year after the Customer invoked the right which is the subject of the dispute for the first time. For purpose of submission of the complaint regarding the provided Services and search for alternative dispute resolution, the Customer can also use

an online platform established by European Commission (<http://ec.europa.eu/consumers/odr/>). The periods of limitation and prescription provided for in the Civil Code do not run while the proceedings of extra-judicial resolution of the dispute are ongoing.

11.10. Provider's and Customer's rights and obligations arising from the Contract pass to legal successors of the Provider and the Customer. Transfer of the Customer's rights and obligations arising from the Contract to a third party is possible only if the Provider has given his prior consent with such transfer to the Customer in Writing. If the Customer transmitted his rights and obligations arising from the Contract to a third party without Provider's prior consent, such transfer is deemed to be invalid and ineffective towards the Provider. The consent with such transfer can be given additionally, in such situation the consent shall become effective upon the moment it was given, unless stated otherwise by the Provider. If the Customer transmits his rights and obligations arising from the Contract to a third party, the Customer is obliged to fully inform the third party about all the rights and obligations arising from the Contract and T&C and shall assume a liability for all of the obligations that were transferred.