

CONTRACTUAL ARRANGEMENT
dated March 1, 2018 (date of issue)

BETWEEN

- (1) provider of the service JabloTool WEB available either at <http://www.jablotool.com> or via Software,

i.e. the company **NOABE s.r.o.**, seated in Jablonec nad Nisou, V Nivách 3992/12, postal code 46601, Czech Republic, company identification number: 27275841, incorporated in the registrar of companies kept with Regional Court in Ústí nad Labem, Section C, Entry 22000

(hereinafter as "**Provider**");

and

- (2) **The user** of the service JabloTool WEB available either at <http://www.jablotool.com> or via Software of the Provider

(hereinafter as "**User**")

(Provider and the User together shall be referred to as "**Parties**" and on their own, each shall be a **Party**).

IN VIEW OF THE FACT that

- (A) The Provider intends to provide to the User the possibility to register and subsequently utilize the Service, and this always in relation to the Equipment;
- (B) The User aims, in good faith, to utilize the Service as is, and for this purpose the User consents to these Contractual Arrangements:

1. DEFINITIONS

- 1.1. The terms shown in these Contractual Arrangements with capital letters have, pursuant to the will of the Parties, the following significance:

"Activation"	means the moment when the Provider allows the User to enter the Account and use the functionality accessed;
"Update"	means software, the purpose of which it is to perform the update of Application source code, its extension, reduction or any other correction;
"Application"	means (i) the software coming along with the Service, the functionality of which is made available to the User directly from the Equipment and (ii) software coming

	along with the Service, the functionality of which is made available to the User after installing a stand-alone computer software into a compatible device of the User, foremost mobile phone or tablet etc.;
"Activation email"	Means an email message sent by the Provider to the User's Email Address after the Registration Process is completed; Activation Email contains mainly a description of the steps necessary for the Activation of the Service.
"Applicable regulations"	has the connotation shown in Paragraph 6.1 of these Contractual Arrangements;
"Other services" / "Other service"	means services and Software features made available to the User within their Account on Web page, Application or Updates following the day when the User expressed their agreement with these Contractual arrangements.
"Other equipment"	means any devices of foremost hardware nature purchased from the Provider, Related person or Distributor that is eligible for inclusion into the Service or Other service;
"Data"	means any data, files or other information that were generated, created or acquired automatically in relation to the use of the Service, Equipment or Software;
"Data acquired automatically"	has the connotation shown in Paragraph 10.1 of these Contractual arrangements;
"Data acquired by the user"	has the connotation shown in Paragraph 10.2 of these Contractual arrangements;
"Distributor"	means any entity authorized by the Provider or Related person to distribute the Equipment or Other Equipment
"Time of validity"	means the time from the Activation until the end of the calendar month following the month when the Activation or prolongation in wording of the paragraph 12.2 occurred;
"Domain"	means the secondary domain names <ul style="list-style-type: none"> ➤ "noabe.com" (https://www.noabe.com); ➤ "jablotool.com"(https://www.jablotool.com); ➤ "jablocom.com"(https://www.jablocom.com).
"Accompanying aspects"	has the connotation shown in paragraph 3.4 of these Contractual arrangements;

"E-mail address"	means the User's email address that the User enters during the Registration Process, and to which the Activation Email is addressed
"Information"	means all of the information that the User imparts to the Provider (or Operator) during the Registration Process and the information that the User imparts to the Provider (or Operator) at any time after Activation
"Licence"	has the meaning given in paragraph 3.4. of these Contractual arrangements and means the authorization to exercise the right to use the Software or any part thereof;
"Successor Contractual Arrangements"	<p>means the contractual arrangements of the Provider published on the Web Pages with a subtitle of a newer date of publication;</p> <p>whereas Paragraph 16.2.2 of these Contractual Arrangements determines the way by which the User expresses its will regarding the fact that it is bound to the Successor Contractual Arrangements</p>
"Commercial Message "	is informative, marketing, advertising and commercial communications (i) in electronic (digital) form sent via email address or (ii) as hard copy sent by mail;
" Terms of the Operator" / "Terms of Operators"	means any contractual terms of the Operator / Operators, which, in relation to the nature of the thing, or the nature of the Services (or Other Services) and Purpose of the Service relate or should relate to the User; mainly (but not only) the terms of the respective providers of telecommunication services;
"Provider"	has the connotation shown in the introductory provisions of these Contractual Arrangements;
"Registration Process"	means the User's procedure focusing on creating an Account, whereas the Registration Process begins with the filling out data on the Web Pages and ends with Activation;
"Operator"	<p>means the Operator of services or manufacturer of products or equipment of a hardware nature that are necessary to bring the Services (or Other Services) into operation, to provide due functionality of Software and to fulfill the Purpose of the Service. This mainly concerns</p> <p>Providers of telecommunication services such as electronic communication services pursuant to Act No. 127/2005 Coll., Act on Electronic</p>

	Communication, as amended, which enables the transfer of signals to and from the Equipment or Other Equipment;
" Service "	has the connotation shown in the paragraph 3.1 of these Contractual Arrangements
"Contractual Arrangements "	means these Contractual Arrangements, which are also the general terms for using the Services, Software and any as well as all Other Services (and to the extent specified in these Contractual Arrangements also the Equipment, or Other Equipment);
"Software"	means the following categories of software products accompanying the Service: <ul style="list-style-type: none"> ➤ software, its user interface of which (front-end) is available to the User online via the internet Domain; ➤ Applications; and ➤ Updates;
"Related Entities "	means <ul style="list-style-type: none"> ➤ Other entities that entered into a contractual relationship with the Provider on the basis of which the Provider was able to include the Equipment or Other Equipment in the Services or Other Services; ➤ Entity that is in the position of parent company or subsidiary company in relation to the user in the wording of the Act no. 90/2012 Coll. on commercial companies and cooperatives (business corporations Act);
"Party"/"Parties"	has the meaning given in the introductory provisions of these Contractual Arrangements;
"Purpose"	has the connotation shown in Paragraph 3.3 of these Contractual Arrangements
"Account"	means the User's account established for the purpose of using the Service;
"User"	has the connotation shown in the introductory provisions of these Contractual Arrangements; The User is (i) an entity which begins the Registration Process into the Service on the Web Page and

	(ii) entity that, for the purpose of basic access to the Service, enters only the telephone number of their Equipment as the only compulsory information (i.e. an unregistered user);
"Force majeure"	means any act, event or condition that is outside the Provider's sphere of influence of (mainly acts, events or conditions on the part of Operators, as well as DDoS and hacker attacks or spreading of computer viruses), that prevent or disrupt the regular flow or functionality of the Services (or Equipment) or Other Services (or Other Equipment) or Software;
"Web Page"	means the web pages depicted under any of the Domains;
"Equipment"	means the security and monitoring cameras EYE-02 or EyeSee communicating through the GSM network purchased from the Distributor or phone equipment Raven or Essence.

- 1.2. Interpretative Provisions. Unless determined otherwise in these Contractual Arrangements, or if it does not arise otherwise from the purpose of specific provisions, then, whenever the following is regulated in these Contractual Arrangements, i.e.
- 1.2.1. Use of the "Services", it includes such provisions pursuant to the will of the Parties and also the use of "Other Services";
- 1.2.2. Use of the "Equipment", it includes such provisions pursuant to the will of the Parties and also the use of the "Other Equipment".
- 1.3. Unregistered users. Contractual Arrangements set out below shall proportionally apply to the relationship between the Provider and so called unregistered users of the service JabloTool WEB, i.e. users who, for the purpose of basic access to the Service, enter the telephone number of their Equipment as the only compulsory information.
- 1.4. Personal information. Policy on the protection of privacy and customers' personal data is outlined in a separate document.

2. SUBJECT OF THE CONTRACTUAL ARRANGEMENTS

- 2.1. The subject of these Contractual Arrangements is the regulation of the contractual relationship between the Provider and the User, determining of mutual rights and obligations of the Parties in relation to the Service and Software and setting out of terms under which the Provider grants (if Force Majeure does not occur) to the User access and utilization of the Services and the Software.

3. SERVICE, LICENCE TO THE SOFTWARE

- 3.1. Service. The Service consists in providing the possibility to acquire and utilize, on the basis of the terms stipulated in these Contractual Arrangements, and while observing the regulations stipulated in the Applicable Regulations, the Licence to the Software,

and by using this Software to use the functionality referred to as JabloTool (hereinafter "Service").

- 3.2. Possibility to separate the Service. User acknowledges that the Provider may at any time unilaterally separate the Service from the Equipment and to disable the possibility of access to the Service.
- 3.3. Purpose of the Service. The purpose of the Service is to provide the user with access to their Account, obtain information about the Equipment and manage the acquired Data recorded or created as a result of using the Equipment (hereinafter the "Purpose").
- 3.4. Using the Software, Licence. In view of the nature of the Software as an author's work, the Provider shall grant to the User, under the conditions shown in these Contractual Arrangements, and while adhering to the Applicable Regulations, a license in the scope and under the conditions shown in Article 11 of these Contractual Arrangements (hereinafter the "**Licence**"). Unless stated otherwise in Article 11 of these Contractual Arrangements, the Provider is in no way obligated to provide maintenance and support services to the licensed software.
- 3.5. Accompanying Aspects to the Service. Any functional and user options made available by Provider through an Account that do not immediately relate to achieving the Purpose of the Service are accompanying aspects to the Service. This mainly includes the storing of photographic, sound and sound-image records acquired through the Equipment on servers, machinery, data carriers or other storage (hereinafter the "**Accompanying Aspects**"). Because the Accompanying Aspects do not directly relate to achieving the Purpose of the Service, the User is exclusively responsible for their use and method of their utilization; however, without taking this into consideration, the Parties negotiate that the Provider is entitled to change, process or modify in any way the Data acquired or used in relation to the Accompanying Aspects of the Service.
- 3.6. Other Services. The User may also use the access data to the Service (Account) for the purposes of utilizing any other services that the Provider may develop and offer in relation to the Equipment or Other Equipment (hereinafter the "**Other Services** ") at any time during the duration of these Contractual Arrangements.

4. LIMITS OF THE SERVICE AND OBLIGATIONS OF THE PROVIDER

- 4.1. Limitations, maintenance. The Provider reserves the right to temporarily limit for a necessary period time the access to the Service or use of the Licence to the Software, mainly to perform updating and maintenance to the Service. As a consequence of this, some or all of the essential attributes of the Service or licensed Software may not work for a temporary period of time, and delays may occur in the delivery of emails, SMS or MMS, etc. If the nature of the cause of a limitation allows, the Provider is obliged to inform about the time and extent of such limitation in advance.
- 4.1. Force Majeure. In view of the fact that the correct operation and functionality of the Service and Software is subject to the due providing of services by the Operators and the proper functionality of the products of the Operators, the Parties of these Contractual Arrangements are aware and agree that if Force Majeure occurs, access to the Service as well as the possibility to use the Licence may be limited for a certain amount of time. The Provider shall perform measures that he considers possible and effective to eliminate the negative consequences of any potential impact of Force Majeure. However, the Provider is not responsible for any negative effects of Force

Majeure impacts, as the origin of such an impact is entirely outside the Provider's sphere of influence.

- 4.2. As is. The Service and Software are provided to the User as is / as are. The User has, for this reason, no claims towards the Provider or Operator from the title of responsibility for defects or responsibility for damages.
- 4.3. Threat of sanction obligations. If the Provider is threatened by the Operator or any other third party at any time in the future with sanctions or fee obligations arising in relation to the Service or Software (or in relation to the Equipment), the Provider reserves the right to expressly limit the right of the User's access to the Account, Service and the Accompanying Aspects of the Services or Software.
- 4.4. Materials of third parties. Certain parts of the Service or Software may include materials and data of third parties; besides this, the Provider may show links to the web pages of third parties. However, the Provider shall show such links only for the greater comfort of the User and is not responsible for the content of these links. The Provider is further not responsible for the examination or evaluation of the contents or exactness of such materials or web pages of any third party. The User, however, undertakes that they shall not use these materials of third parties in such a way that breaches or damages the rights of third parties.

5. REGISTRATION PROCESS, ACCESS TO THE SERVICE

- 5.1. Information. The User undertakes that during the Registration Process, he shall impart the required Information truthfully, exactly and completely; if, at any time during the utilization of the Service these become out-of-date or inexact the User shall inform the Provider of this fact, and also tell the Provider the current true, exact and complete Information.
- 5.2. Activation, online access to the Service. Upon Activation, the Provider shall secure for the User the possibility to access the Account and use the Service through such access. The User undertakes **(i)** to use only the Web Pages and legal Applications for access to the Service and **(ii)** to use and control the Service only through the Account or through API interface of the Service that is designated for this purpose. The User undertakes that, to access the Service, they shall not use any other means than the online interface made available by the Provider (on Web Pages, in Applications or through the API interface of the Service).
- 5.3. Access data, use of Software. The User acknowledges and consents to the fact that he shall bear exclusive responsibility
 - 5.3.1. for maintaining and securing its Account and access to the Software, for maintaining confidentiality of the access data to the Account or data allowing for identification of the Software user;
 - 5.3.2. for all acts and any administration or control of the Account, Service or Equipment, made through the User's Account or the User's access data;
 - 5.3.3. for all acts and any administration and use of Software;
- 5.4. Misuse of access data. If the User learns of an unauthorized use of its access data or any unauthorized use of the Account or Software, or of any other breach of security, the User shall be obligated to immediately inform the Provider of this fact. Thus, the Provider is not responsible for any interventions, losses or damages incurred on the basis of unauthorized use of the Account or Software if it was not caused by negligence on the side of Provider.

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- 5.5. Limitation of Provider Liability: Provider shall not be liable for any acts, loss, defect or damage resulting from access or use of the Account with no proper authorization, except for situations where such result was caused by negligence of the side of the Provider.

6. APPLICABLE REGULATIONS, PERMITTED USE OF THE SERVICE

- 6.1. Applicable regulations. User is obliged to
- 6.1.1. observe these Contractual Arrangements and adhere to them;
 - 6.1.2. observe any and all applicable Conditions of the Provider and adhere to them;
 - 6.1.3. observe legal regulations at the place where the Equipment is located and adhere to them;
 - 6.1.4. observe the legal regulations of the governing law pursuant to Item 15.2 of these Contractual Arrangements.
(hereinafter the "**Applicable regulations**").
- 6.2. Permitted use. The User undertakes to use the Service, Accompanying Aspects, Equipment and Software only in the manner and only for purposes permitted by the Applicable Regulations and generally accepted rules and methods applicable in the competent jurisdictions.
- 6.3. Commercial benefit. The User undertakes not to reproduce, copy, spread, sell trade, mediate trading or use the Service or any part thereof for any purpose in exchange for consideration or other property benefit provided by third parties. The User further undertakes not to create or allow for creation of any work or products derived from the Service.
- 6.4. Anti-Hacking. The User undertakes not to
- 6.4.1. connect or try to connect to the Service through the internet network or by any other manner that is different from the way and interfaces permitted by the Provider,
 - 6.4.2. use or try to use the Software or any part thereof in any other manner than that permitted by the Provider;
 - 6.4.3. intervene in any way with the protecting and securing elements of the Service, Equipment or Software, in particular the User shall not intervene in any way with the technology, programs, equipment of components which are during their usual function meant to prevent or limit such acts in relation to the Service, Equipment, Software, Information and Data prohibited by these Contractual Arrangements or Applicable Regulations,
 - 6.4.4. copy or try to copy in any way the source code of the Software or any of its part, modify it, create works or products derived from it, decompile it or try to extract it in any other way.

The User further undertakes not to encourage any third party to act according to the above sub-items.

- 6.5. Confirmation or copyright and industrial rights. The User hereby acknowledges that
- 6.5.1. the Service, Equipment and Software (including any of their parts) are subject to legal protection of copyright and to the rights resulting from industrial ownership recognized by law, of the Provider and/or Related

Entities, all copyrights and industrial rights related to the Service, Equipment and Software (or their parts) are thus the property of the Provider or its Related Entities, but never of the User;

- 6.5.2. Designations used in relation to the Service or Equipment (especially JABLOTOOL, JABLOCOM, NOABE) are either **(i)** registered trademarks owned by the Provider and/or its Related Entity or **(ii)** commercial designation typical of the Provider or its Related Entity, the use of which in the commercial contact by the Customer or third party would mean the act of prohibited unfair business practice.

7. OBLIGATIONS OF THE USER AND OF THE PROVIDER

7.1. The User undertakes to:

- 7.1.1. impart to the Provider all information truthfully, exactly and completely;
- 7.1.2. use only the interfaces permitted by the Provider (Item 5.2 of Contractual Arrangements) for log-in to the Account and to ascertain and keep secret the access data to the Account or any access or identification data allowing for the use of the Software (Item 5.3, Contractual Arrangements);
- 7.1.3. provide to the Provider, upon their request and within the determined time, additional information or data which the Provider may request in relation to the Service (or Equipment) or Software after the Activation,
- 7.1.4. refrain from the use of the Service, Equipment and Software in a manner decreasing the value of the Service, Equipment and Software or damaging the reputation of the Service, Equipment and Software, of the Provider or its Related Entity;
- 7.1.5. refrain from the use of the Service, Equipment and Software in a manner showing the marks of a misdeed or criminal offence or in a manner aiding or allowing for acts showing the marks of a misdeed or criminal offence;
- 7.1.6. refrain from the use of the Service, Equipment and Software at variance with Items 6.2 through 6.4 of these Contractual Arrangements;
- 7.1.7. refrain from the use of the Service, Equipment and Software in a way which would be at variance with Applicable Regulations or which would lead to consequences prohibited by Applicable Regulations;
- 7.1.8. refrain from the use of the Service, Equipment and Software in a manner causing any rights of third parties to be infringed, in particular (but not only):
 - basic rights and human freedoms guaranteed by constitutional acts;
 - personality and property rights of other persons;
 - copyrights or rights related to copyrights belonging to third parties or rights to labelling belonging to third parties;
 - rights of third parties to respect their private and family life, residence and correspondence;
- 7.1.9. refrain from the use of the Service, Equipment and Software in a way not corresponding to fair business practice;

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- 7.1.10. refrain from obtaining Data acquired by the User in a manner that would contradict the Applicable Regulations, or would result in consequences that are prohibited by the Applicable Regulations.
 - 7.1.11. ensure to obtain the necessary consent from third parties (such as entities where data originates) for the purpose of processing the Data acquired by the User in accordance with Applicable Regulations.
 - 7.1.12. comply with license conditions set out in Article 11 of these Contractual Arrangements;
- 7.2. Provisions of sub-items 7.1.4 to 7.1.12 are applied similarly also to the use of Accompanying Aspects of the Service by the User.
- 7.3. The User further undertakes to:
- 7.3.1. use the Account, Service, Equipment and Software only in such a manner and in the scope preventing any damages to the Provider if the Provider uses any of its rights resulting from these Contractual Arrangements;
 - 7.3.2. back-up regularly (without any prior request of the Provider or Operator) on its own data carriers all Data the loss of which may incur any material or immaterial damage to the User; in any individual case the obligation to back-up depends on the purpose for which the User uses the Service, Equipment and Software;
 - 7.3.3. regardless the previous sub-items, to back-up and save all of the Data upon the Provider's request for the purpose of their protection against loss, damage or destruction.
- 7.4. The user undertakes to use the Equipment, Service and Data in compliance with the rules of law which may regulate the way of using or utilizing the Equipment in place **(i)** of a state where the Equipment is currently located, and **(ii)** of a state where the User is to be found (i.e. where the user enters their Account).
- 7.5. The Provider undertakes
- 7.5.1. not to misuse any of its rights resulting for the Provider from these Contractual Arrangements in a manner which would unjustifiably intervene with the possibility to use the Service, Equipment and Software by the User;
 - 7.5.2. to protect the Information acquired from the User and handle this only in a manner and within the limits determined by these Contractual Arrangements and Privacy and Personal Data Protection Policy,
 - 7.5.3. not to make the User's Account, data on the Equipment or Data accessible on servers, devices, data carriers or other media (online/offline) of the Provider or Operator or data available to the Provider in any other way, available to any third parties with the exception of cases when it is necessary to protect the interest of the Provider or its Related Entity and cases when such availability is requested by law or Applicable Regulations or when a body of public authority, administration body, court or arbitration tribunal request it.
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8. TERMINATION OF ACCESS TO THE SERVICE OR OTHER SERVICES

- 8.1. At any time, the Provider is entitled to deactivate the Account, prevent the User's access to the Service and prevent their use (including the unilateral immediate termination of the License), if:
- 8.1.1. the User breaches any of its obligations shown in Item 7.1 and 7.4 of these Contractual Arrangements or another obligation resulting for the User from Applicable Regulations or these Contractual Arrangements.
 - 8.1.2. the respective Operator terminates the cooperation with the Provider, as a result of which it will not be possible to use the Service, Equipment and Software;
 - 8.1.3. the respective Operator stops providing the service or product which was the necessary prerequisite for the functionality of the Service, Equipment and Software (or their parts);
 - 8.1.4. the User does not duly and on time pay the license fees if the use of the Software is payable;
 - 8.1.5. the law or Applicable Regulations so request, or it is ordered by a body of public authority, administration body, court or arbitration tribunal; or
 - 8.1.6. the Provider considers it appropriate with respect to the protection of the interests of the Provider or its Related Entity.

9. COMMERCIAL MESSAGE

- 9.1. The user explicitly agrees that the Provider may use Email address and User Information also for the purpose of sending Commercial messages that are not directly related to the use of the Service or Equipment, but they are related to another product or service of the Provider or Related party. Such messages are indicated as "commercial message". The user can at any time withdraw their consent in the Account settings and also by following the procedure stated in the Commercial message sent (if sent to an email address).

10. CONTENT AND DATA

- 10.1. Data acquired automatically. To avoid any doubt the Parties agree that the following categories of information are considered to be Data acquired automatically:
- 10.1.1. configuration data related to Devices,
 - 10.1.2. lists of applications installed in Devices,
 - 10.1.3. operational logs of Devices,
- (hereinafter "**Data acquired automatically**")

Data acquired automatically is acquired, transferred and processed to enable the functionality of the Service itself. Data acquired automatically does not have the nature of personal data.

- 10.2. Data acquired by the User: To avoid any doubt the Parties agree that the following categories of information are considered to be Data acquired as a result of the will of the user:

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- 10.2.1. photographic, audio and audio-video recordings (including copies thereof) taken directly by using the Equipment or related to the operation of the Equipment,
 - 10.2.2. contacts for communication, and User directory;
 - 10.2.3. information about operating with the Device (esp. the telephone numbers and length of calls, received and sent SMS (including their content) and their recipients and senders)
 - 10.2.4. any other information on persons different from the User that may have the nature of personal data, in the meaning of Czech and European legislation on personal data protection
(hereinafter "**Data acquired by the Users**").

Data acquired by the Users is related to the advanced functionality of the Service and may have the nature of *personal data* in relation to third parties (i.e. towards data entities that are not among Users of the service).

- 10.3. User acknowledges and expressly agrees that
 - 10.3.1. User bears the sole responsibility for *Data acquired by the User* (including the way of its acquisition, its storing and the purpose for which such data has been acquired), since User is the person possessing the Equipment and the sole end-user of the Software. It is solely the User who decides about how the Data will be used, whether this very Data is acquired legally and whether the Data is processed by following the rules of law and Applicable Regulations or not.
 - 10.3.2. considering the nature of the Service, Equipment and Software, the User data is not subject to the copyright protection (the Data is not a unique result of creative intellectual activity of the User);
 - 10.3.3. Within the technical procedures necessary for the provision of the Service, the Provider and/or Operator can (i) transmit or broadcast the User's Data through various public networks and on various media, and (ii) modify and change the Data in such a way that the Purpose of the Service is met.

11. LICENSE OF THE PROVIDER

- 11.1. License. The Provider hereby provides to the User a personal, non-transferable and non-exclusive License valid in all countries of the world, which authorizes the User to use the Software.
- 11.2. Scope of the License. The License is always provided only for those methods of use, which (accumulatively):
 - 11.2.1. are not prohibited by these Contractual Arrangements;
 - 11.2.2. are known in the governing Czech law at the moment when these Contractual Arrangements are issued;
 - 11.2.3. are absolutely necessary to achieve the Purpose of the Service.
- 11.3. License Terms. To avoid any doubts, the Parties expressly agree that the provisions of these Contractual Arrangements regulating the use of the Service adequately relate to the use of the Software and any of its licensed parts.
- 11.4. Assignment. The License is provided only to the User as the end user of the Software. The User must not, without a prior written consent of the Provider, assign

the rights resulting from the License to the Software to third parties or to grant partial licenses or sub-licenses, burden the License with liens or provide the rights to them to third parties, or assign any of their part to third parties in any other way.

- 11.5. Charges / Fees. The License is provided free of charge. However, the Provider hereby expressly reserves right to require a license fee(s) from the User for the License to the Software (or to the part of the Software) in the future.

12. VALIDITY OF CONTRACTUAL ARRANGEMENTS, SUCCESSOR CONTRACTUAL ARRANGEMENTS

- 12.1. Term of validity. Except for the stipulation of paragraphs 12.2 a 12.3 (the validity and effect of which is not limited by time), these Contractual Arrangements govern the legal relationship between the Provider and User for the Time of validity.

12.2. Extension.

If no Successor Contractual Arrangements are published on the Web Pages during the Time of Validity, the Time of Validity of legal relationship between the Provider and User is extended by the following calendar month whereas it remains in effect that the prolonged time is considered to be the Time of Validity according to these Contractual Arrangements.

- 12.3. Successor Contractual Arrangements. If the Successor Contractual Arrangements are published on the Web Pages during the Time of Validity, the validity and effect of these Contractual Arrangements ends when the Time of Validity expires. Before the Time of validity expires the User is entitled to one-sidedly repudiate the relationship based on these Contractual Arrangements at no cancelling term – by sending the cancellation notice from their Email address on the email address of the Provider.

The Parties have agreed that after the end of the Time of Validity of these Contractual Arrangements it is possible to use the Service (or Other Services) only under the conditions shown in the Successor Contractual Arrangements bearing the latest date of publishing.

If User logs into their Account or uses the Service or Other services in any other way after the Time of Validity of these Contractual Arrangements it is assumed that the User expressed their consent with the Successor Contractual Arrangements bearing the latest date of publishing, expressing also their will to be bound by these Contractual Arrangements.

13. TERMINATION

- 13.1. User is entitled to repudiate the relationship based on these Contractual Arrangements even without stating the reason any time at no cancelling term – by sending the cancellation notice from their Email address on the email address of the Provider.
- 13.2. Provider is entitled to repudiate the relationship based on these Contractual Arrangements even without stating the reason at no cancelling term – by sending the cancellation notice to the User on their Email address.
- 13.3. The contractual relationship ceases to exist once the cancellation notice takes effect, which happens upon delivery of the cancellation notice to the other party, the third day after provable sending of email message containing the notice of cancellation at the latest.

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- 13.4. If the access to the Service is terminated due to any of the reasons mentioned in the item 8.1 above the contractual relationship between Parties based on these Contractual Arrangements also ceases to exist.

14. PROVISIONS FOR OBLIGATION TO COMPENSATE FOR LOSS

- 14.1. Loss incurred to the User in relation to the Service. If a claim of the User towards the Provider for loss compensation in relation to the Service arises due to the breach of obligation resulting from these Contractual Arrangements or from generally binding rule of law, the Provider will in such case be responsible only for the loss that the Provider caused, where the overall compensation shall not exceed the value of direct real loss which the User suffered as an immediate and direct consequence of obligation breach caused by the Provider whereas the overall compensation shall not exceed 1,000.000,- CZK (one million Czech crowns).
- 14.1.1. With respect to the above-mentioned limitation of loss compensation, the Provider does not compensate especially non-proprietary loss, not even in the form of satisfaction, lost profit and other subsequent of indirect loss and not even the loss caused by damaging the goodwill;
- 14.1.2. The provider is not responsible for any loss caused by breaching an obligation in case keeping the obligation was not possible due to obstacle arising by Force majeure, even when this obstacle arose from the personal situation of the Provider.
- 14.2. The agreed limitation of loss compensation is agreed as adequate with respect to all circumstances related to providing and using the Service and at the same time, it defines a predictable loss which may arise to the User or third party. The user is not entitled to claim compensation in higher extent than the agreed level of loss compensation, except for:
- 14.2.1. loss caused on natural rights of human,
- 14.2.2. loss caused intentionally or by gross negligence,
- 14.2.3. cases when such right is established by mandatory rules of the governing law by which the Contractual Arrangements abide.
- 14.3. Should a claim of a third party arise towards the Provider for compensation of loss and in case fulfilling the obligation implying from the Contractual Arrangements was in obvious interest of such third party, the User undertakes, in view of the fact that such excess of obligation implying from the Contractual Arrangements was not apparent to the Provider, to cover such third party all costs associated with compensation of loss which the Provider will be obliged to cover, or to cover these costs to the Provider in case this has provided the compensation to the third party in the meantime.
- 14.4. The agreed limitation of loss compensation shall always be applied in the largest extent possible, as allowed by mandatory rules of the governing law, by which the Contractual Arrangements abide or in the extent implying from the Contractual Arrangements.

14.5. Loss incurred to a third party in relation to the Service. Should a claim of third party arise towards the Provider for compensation of loss in relation to using the Service by the User that was in conflict with the Applicable regulations then:

14.5.1. the User hereby takes-over the commitment to compensate for loss incurred to the entitled third person and undertakes to compensate such third party for the loss; or

14.5.2. if the Provider has already compensated the third party for the damage, the User shall reimburse the Provider for the paid amount and also for the costs possibly spent in this relation, within 3 days from the day when a notice that such obligation arose is sent by the Provider to the email address of the User; for the case of the User's delay with the payment, the Provider and the User agree on contractual overdue charges in the amount of 0.5 % a day from the amount owed.

15. OTHER PROVISIONS

15.1. Salvatore Clause. If any provision of these Contractual Arrangements becomes invalid or unenforceable, or if it is found as such by a competent court or by another body competent to issue binding decisions or findings, such a fact has no effect on the validity or enforceability of other provisions; however, for such a case the User undertakes to negotiate a new agreement with the Provider without undue delay (in 5 days from the notice of the Provider at the latest) which will be valid and enforceable and which will correspond to the original provision from the viewpoint of its purpose or which will at least follow the purpose closest to the original provision.

15.2. Language versions of the wording, governing law. These Contractual Arrangements are translated into more language mutations; in case of any discrepancy between individual language mutations the Czech wording shall prevail. These Contractual Arrangements are governed and are to be interpreted in accordance with the legal order of the Czech Republic; For the case of a legal dispute, exclusive local competence of the Court in the district where the Provider is seated, has been negotiated.

15.3. If the Provider does not exercise or enforce any of its rights or legal measure for protection of the rights belonging to the Provider pursuant to these Contractual Arrangements, or pursuant to the applicable legal regulations, or if the Provider does not insist on them, the User agrees that it shall not be considered the waiving of such rights by the Provider.

16. EXPRESSING CONSENT WITH THE CONTRACTUAL ARRANGEMENTS

16.1. The Provider shall express its will to be bound by these Contractual Arrangements or Successor Contractual Arrangements by publicizing them on the Web Pages.

16.2. The User shall express its will to be bound by

16.2.1. these Contractual Arrangements by clicking the button representing its consent and accessing to the Contractual Arrangements during the Registration Process;

16.2.2. the Successor Contractual Arrangements through its first log-in to the Service.

16.3. The Service must not be used by anybody who

16.3.1. has not reached 18 years of age;

16.3.2. is not eligible according to the Applicable Regulations to express independently, freely, definitely and clearly his or her will or who is not entitled to handle, administer, possess or control the Equipment;

Such party is not entitled to express their consent with the Contractual Arrangements and Successor Contractual Arrangements and must not use the Service or Software.