

GENERAL TERMS AND CONDITIONS FOR PROVIDING DIGITAL CONTENT

I. Definition

1. "**Terms and Conditions**" mean these general terms and conditions, which regulate the rights and obligations of the Provider and the User within the Contract for the provision of digital content, which is formed by these Terms and Conditions
2. "**Provider**" means the company CODEFLOW s.r.o., ID: 194 56 484, registered office Nové sady 988/2, Staré Brno, 602 00 Brno, registered in the commercial register maintained by the Regional Court in Brno, section C, insert number 134640.
3. "**User**" means an entrepreneurial natural person or legal entity that concluded, on the user's side, with the Provider, on the provider's side, through the Provider's web interface, an Agreement for the provision of digital content. If the User is not a natural business person or a legal entity, i.e. a consumer, then these Conditions do not apply to the relationship between the User and the Provider.
4. "**Digital content**" or "**CRM system**" means a thing in digital form - an editorial system designed for the User's own business needs, the detailed specification of which is determined by the agreement of the Contracting Parties on the content (functionalities) of the CRM system.
5. "**Module**" means a special pre-prepared functionality of the Digital Content, the possibility of using it by the User is charged separately. The User is entitled to request access to the Module directly in the Digital Content interface, or even before the first access to the Digital Content is granted, whereby active access to the Module will in any such case affect the amount of the Provider's remuneration.
6. "**Add-on**" means the functionality of the Digital Content, which is not pre-prepared by the Provider and which will be made to order by the User on the basis of the User's order and acceptance of this order by the Provider, the parameters of which are agreed by the Contracting Parties. By making the Add-on, the Add-on becomes an integral part of the Digital Content.
7. "**By the Contracting Parties**" means the User and the Provider. "Party" means the Provider or the User.
8. "**Agreement**" means the Agreement on the provision of digital content within the meaning of section . § 2389a et seq. of the Civil Code, concluded between the Provider, on the provider's

side, and the User, on the user's side, the subject of which is to make the CRM System available to the User for personal use, for a fee.

9. "**Civil Code**" it is understood Act No. 89/2012 Coll., Civil Code, as amended.
10. "GDPR" means Regulation (EU) 679/2016 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (General Regulation on privacy policy), effective May 25, 2018.

II. Introductory Provisions

1. The conditions regulate the mutual rights and obligations of the Contracting Parties arising on the basis of the Contract in accordance with the provisions of Section 1751, Paragraph 1 of the Civil Code.
2. The conditions are an integral part of the Agreement and are binding for the Contracting Parties throughout the duration of the contractual relationship until the time of full settlement of all obligations and claims arising between the Provider and the User.
3. The Provider reserves the right to change or supplement the wording of the Terms and Conditions, primarily due to changes in legislation, market and economic conditions, or the proper provision of Digital Content to the User. Changes and additions to the Terms and Conditions become valid and effective on the day of notification of changes to the Terms and Conditions to the User and are binding on the Contracting Parties from that moment. The Provider is obliged to notify the User of changes to these Terms and Conditions electronically to the e-mail address specified by the User when concluding the Agreement, while the User is given a period of 15, in other words fifteen, days to reject the change to these Terms and to terminate the obligation established by these Terms, also via e- email, if the obligation established by these Terms and Conditions continues to exist at the time of the change.

III. Contract conditions

1. According to the explicit agreement of the User and the Provider, a Contract will be concluded between the User, on the user's side, and the Provider, on the provider's side, according to the following conditions:

- a) According to the Agreement, the User will be on the user's side and the Provider will be on the provider's side; and
 - b) The subject of performance will be the type of Digital Content selected from the offer located on the Provider's website; and
 - c) The provision of Digital Content for use by the User will be implemented in such a way that the Provider and the User establish remote access to the Digital Content through a personalized login name and password; and
 - d) Activation of the Digital Content by the User (i.e. the User's first login to the Digital Content interface) is considered the latest moment of conclusion of the Agreement, if the Agreement does not specify an earlier moment of conclusion of the Agreement ; and
 - e) The earliest moment of conclusion of the Agreement is considered to be:
 - (i) in the case of a so-called monthly subscription of Digital Content, the moment of payment of the first monthly remuneration of the Provider for the provision of Digital Content by the User based on the payment instruction communicated by the Provider to the User; or
 - (ii) in the case of a so-called multi-year subscription to Digital Content, the moment of payment of the entire multi-year remuneration of the Provider for the provision of Digital Content by the User based on the payment instruction communicated by the Provider to the User; or
 - (iii) in the case of a so-called one-time subscription to Digital Content, the moment of payment of the Provider's entire one-time remuneration for the provision of Digital Content by the User based on the payment instruction communicated by the Provider to the User.
 - f) Based on the subscription model selected by the User, the Provider will provide the User with Digital Content:
 - (i) for an indefinite period for a regular monthly payment determined as the product of the number of active accesses to the Digital Content (established either by the Provider based on the User's instruction or directly by the User in the Digital Content interface) and the amount determined by the Provider's price list for each individual access per calendar month; or
 - (ii) for an indefinite period of time for a one-time payment, while the amount of the one-time payment for the use of Digital Content by the User is determined by the price list on the Provider's website; or
 - (iii) for an indefinite period for a regular multi-year payment, while the amount of payment for multi-year use of Digital Content by the User is determined by the price list on the Provider's website
 - g) The remuneration for the use of Digital Content is payable:
 - a) in the case of remuneration according to letter f(i) of this paragraph of the Conditions in advance, always no later than the date indicated on each invoice issued by the Provider to the User; and
 - b) in the case of remuneration according to letter f(ii) of this paragraph of the Conditions in advance, always no later than the date indicated on the invoice issued by the Provider to the User; and
 - c) in the case of remuneration according to letter f(iii) of this paragraph Condition in advance always no later than the date indicated on each invoice issued by the Provider to the User.
2. The Provider undertakes to grant the User the first access to the Digital Content within 2, in other words two, working days from the date of payment of the Provider's first invoice by the User.
 3. The Provider undertakes to make the Digital Content available to the User continuously 24 hours a day, 7 days a week. The period of continuous access does not include the time necessary to carry out the necessary maintenance of the Digital Content and its updates.
 4. The Provider is entitled to shut down the Digital Content for the purpose of its maintenance and updates between 24:00 and 04:00. These shutdowns can be carried out for a maximum of 40 hours per month. The Provider is obliged to inform the User of each planned shutdown at least 7 days in advance.
 5. The Provider will ensure that the User is provided with regular, irregular updates of the Digital Content, while notifying the User of the availability

of these updates in a suitable and demonstrable way.

6. If the User does not carry out the update in an excessive time, he has no rights from a defect arising as a result of the non-carrying out update.
7. The Provider grants the User a non-exclusive right to use the CRM system in SaaS mode .

IV. Payment Terms

1. The Digital Content will be made available to the User based on his order in three different variants of access (determined according to the expected duration of use and the number of individual accesses to the Digital Content):
 - a) **Monthly subscription** – The User pays the Provider a fee according to the Provider's price list located on the Provider's website, always in advance, while it applies that
 - (i) the first monthly reward will be calculated as the product of the number of required active accesses as of the day the Digital Content was first made available and the amount determined by the Provider's price list for each individual access; and
 - (ii) each additional monthly reward will be calculated as the product of the number of active accesses activated in the past calendar month and the amount determined by the Provider's price list for each individual access; and
 - (iii) in case of activation of the Module, each additional monthly reward will be increased according to the Provider's price list for each active Module in each active access of the User in the past calendar month.
 - b) **Multi-year subscription** – the User pays the Provider a fee according to the Provider's price list located on the Provider's website, always in advance, while it applies that
 - (i) the first multi-year reward will be calculated as the product of the number of required active accesses on the day the Digital Content is first made available and the amount determined by the Provider's price list for each individual access; and
 - (ii) in case of activation of the Module, the remuneration for the use of the Modules will be billed to the User by the Provider at the latest at the end of each calendar year of use of the Digital Content.
 - c) **One-time subscription** – The User pays the Provider a one-time fee according to the

Provider's price list located on the Provider's website, for an unlimited number of accesses to the Digital Content. In case of activation of the Module, the remuneration for the use of the Modules will be billed to the User by the Provider at the latest at the end of each calendar year of use of the Digital Content.

2. The reward will be paid by the User to the Provider on the basis of the invoice issued by the Provider, when the due date of the reward is indicated on the relevant invoice. The moment when the funds are credited to the Provider's bank account indicated on the invoice is considered the moment of payment of the remuneration. The invoice will be sent to the User electronically by e-mail to the User's e-mail address communicated by the User for this purpose.
3. The User acknowledges that in the event of a delay in payment of the invoice, the Provider is entitled to restrict the User's access to the Digital Content until the User has paid the amount due in full. In such a case, the User is not responsible for damage caused by the restriction of the User's access to the Digital Content during the period of restriction of access due to an unpaid claim.

V. Liability for defects

1. Pursuant to the express agreement of the Contracting Parties, the Provider assumes responsibility for defects in the Digital Content, while undertaking to remove the defects in the Digital Content primarily by repairing it, without undue delay from the moment it becomes aware of the defect in the Digital Content, but no later than within 72, in other words seventy-two, hours since its reporting. The User is not entitled to a discount on the price of the Digital Content due to defects or downtime of the Digital Content, if the downtime due to the defect does not exceed the above-mentioned time.
2. is not responsible for a defect in the Digital Content and any resulting damage or other damage if this is due to a breach of the User's obligations arising from the Agreement or these Terms.
3. The User acknowledges that the Provider is entitled to assess the validity of a claim for a defect in the Digital Content. If the claimed defect is not the result of a defect in the Digital Content, the claim is not justified and any defects will be removed by the Provider on the basis of a

separately negotiated work contract with the User. If the complaint is justified, the Provider will remove the defects within a reasonable period of time without the right to payment.

VI. Contract termination

1. Pursuant to the express agreement of the Contracting Parties, the User is entitled to terminate the Agreement by e-mail to the e-mail address specified in Article VII of the Terms and Conditions, provided that:
 - a) if the user has a monthly subscription model, the Agreement ends on the last day of the month in which the notice was sent to the Provider, unless the User requests a later date; or
 - b) if the user has a multi-year subscription model, the Agreement ends on the last day of the calendar year in which the notice was sent to the Provider, unless the User requests a later date; or
 - c) if the user has a one-time subscription model, the Agreement ends on the last day of the calendar year in which the notice was sent to the Provider, unless the User requests a later date.
2. According to the express agreement of the Contracting Parties, the Agreement also ends in the event that the User does not pay any of the payments properly and on time, and does not pay the owed amount even within the additional period provided by the Provider, which must not be shorter than 15 days.
3. The Contracting Parties have expressly agreed that for the purposes of withdrawal from the Contract pursuant to this Article of these Terms and Conditions, the notice of withdrawal from the Contract must be delivered to the other Contracting Party in writing to the contact email address and if any of the Contracting Parties does not view the email, then the message is considered to have been delivered to the other Contracting Party after 2, or two, calendar days have passed since the email was sent.

VII. Other rights and obligations of the Contracting Parties

1. When using Digital Content, the User is obliged to comply with generally binding legal regulations and Terms, as well as to respect the rights of the

Provider and third parties. In particular, the user undertakes not to:

- a) use the Digital Content in a manner capable of harming the Provider, other Users and/or third parties;
 - b) alter the content of the Digital Content, interfere with it in any way, threaten and/or disrupt its operation;
 - c) use programs, equipment or other mechanisms and procedures that could negatively affect the functioning of the Digital Content;
 - d) obtain unauthorized personal data of other Users or facts that are the subject of the Provider's trade secret; and
 - e) use an unsecured e-mail or share your account access password with any third parties.
2. The user is responsible for any harm or damage caused as a result of his actions or omissions that are contrary to good morals, binding legal regulations, the Terms and the Agreement.
 3. The user is entitled to:
 - a) contact at any time via e-mail the Provider's client support, which will provide him with the necessary information, instructions and recommendations and provide him with further assistance necessary for the use of the Digital Content, namely in the Czech language, according to the current availability of the Provider's staff;
 - b) contact the Provider via the e-mail address support@codeflow.cz with any complaints or defects in the Digital Content, which the Provider will deal with within a reasonable period of time, and will send a message about the solution method to the User's e-mail address.

VIII. Accessories

1. Add-ons of Digital Content will be resolved with the User through an individual written contract based on the order form and the agreement of the Contracting Parties on the content of the Add-on. These Terms will then apply to the Digital Content including the Supplement after its implementation into the Digital Content.

IX Protection of personal data

1. The provider processes the personal data provided to it in accordance with the GDPR, while respecting the principles of legality, correctness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity and confidentiality.

2. All personal data of the User listed in the documents provided by the User are processed exclusively for the purpose of implementing the Agreement. They are the User's first and last name, permanent residence, date of birth, e-mail address and telephone number.
3. The provider undertakes to collect personal data to the extent necessary to fulfill the specified purpose and to process them only in accordance with the purpose for which they were collected; in this context, it undertakes in particular:
 - a) ensure that personal data will always be processed in accordance with the GDPR, will be up-to-date, accurate and true, as well as that this data will correspond to the purpose of processing in the sense of paragraph 2 of this article of these Terms and Conditions;
 - b) take appropriate measures to provide Customers in a concise, transparent, comprehensible and easily accessible manner, using clear and simple language means, with all information and make all communications required by the GDPR;
 - c) ensure that systems for the automated processing of personal data are used only by authorized persons who will have access only to personal data corresponding to the authorizations of these persons, on the basis of special user authorizations established exclusively for these persons;
 - d) implement technical, organizational, personnel and other appropriate measures in the sense of the GDPR in order to ensure and be able to demonstrate at any time that the processing of personal data is carried out in accordance with the GDPR so that there can be no unauthorized or accidental access to personal data and data carriers that these data contain, for their change, destruction or loss, unauthorized transmission, for their other unauthorized processing, as well as for other misuse, and to continuously revise and update these measures as necessary;
 - e) maintain and continuously revise and update records of personal data processing in the sense of the GDPR;
 - f) properly and timely report potential breaches of personal data security to the Office for Personal Data Protection and cooperate with this office to the extent necessary;
 - g) maintain confidentiality about personal data and security measures, the disclosure of which would endanger the security of personal data, even after the end of the Agreement;
 - h) proceed in accordance with other requirements of the GDPR, in particular comply with the

general principles of processing personal data according to paragraph 1 of this article of these Terms and Conditions, fulfill your information obligations, do not transfer personal data to third parties without the necessary authorization, respect the rights of Users as data subjects and provide them in this context necessary cooperation.

4. All data with which the User fills in the Digital Content are properly secured against their loss or misuse by third parties, if the User does not provide access data to the Digital Content to a third party. In such a case, the Provider is not liable for unauthorized handling of the data transferred by the User to the Digital Content. The Provider does not handle the data in the Digital Content in any way, and does not process them in any way except to ensure their storage. The User acknowledges that upon termination of the Agreement, all data in the Digital Content will be irretrievably deleted without backup. The User will be notified of this fact in advance.
5. The provider processes the personal data provided to it in accordance with the GDPR, while respecting the principles of legality, correctness, transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity and confidentiality.

X. Final Provisions

1. All disputes arising between the Contracting Parties shall be resolved primarily by mutual agreement and amicable means. In the event that it is not possible to resolve the dispute amicably, the courts of the Czech Republic are competent to resolve disputes.
2. The contracting parties expressly declare that the provisions of the Terms deviating from the provisions of the Civil Code or excluding these provisions are thus negotiated knowingly and in accordance with good morals, public order and with respect for all the rights and legitimate interests of the contracting parties.
3. If any provision of the Terms is or becomes invalid or unenforceable, this will not affect the validity and enforceability of the other provisions. An invalid or unenforceable agreement will be replaced by a new, valid and enforceable agreement, the wording of which will best correspond to the intent expressed by the original agreement and the Terms as a whole.

4. The User declares that, before concluding the Agreement, he has thoroughly familiarized himself with these Terms and Conditions, fully understood them and unreservedly agrees with their content.
1. These Terms and Conditions become valid and effective on December 1, 2023.