

## General Terms and Conditions

under Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter the “Civil Code”)

issued by entrepreneur Filip Podstavec, ID No.: 76206611, with its registered office at Padolí 171, 549 31 Hronov, doing business under the Trade Licensing Act, registered by the Trade Licensing Office of - Mucinipal Authority of Náchod, **contact information:** Phone No.: +420 604 743 610, [www.marketingminer.cz](http://www.marketingminer.cz), email address: [filip.podstavec@gmail.com](mailto:filip.podstavec@gmail.com).

### I. Definitions

1. **Online Platform** means web interface accessible on the [www.marketingminer.cz](http://www.marketingminer.cz) and/or [marketingminer.com](http://marketingminer.com).
2. **Application** means an application (software) titled Marketing Miner available on the Online Platform, which the User is entitled to use it on the basis of the license provided to the User by the Operator. The Application consists of 2 main versions: free version (Free) and version to which a charge applies (Premium).
3. **Online Platform and Application Operator** means entrepreneur Filip Podstavec, ID No.: 76206611, with its registered office at Padolí 171, 549 31 Hronov.
4. **User** means any natural person or legal person who entered into a license agreement with the Operator or who is having an interest in entering into it; the visitor of the Online platform. The User represents a subject of data within the meaning of the Act on Personal data Protection whose personal data are processed by the Operator based on the agreement with the User and in accordance with all relevant legislation. The User also means a person who attempts to use the Application or enter any part of the Application in a different way than under these General Terms and Conditions (hereinafter the “T&C”).
5. **Registration** means voluntarily provision of initial information by the User to the registration form in the Application and it may also include personal data of the User.
6. **User’s Account** means an account in the Application set up for a specific User. The login information into the User’s Account is created by the User himself/herself at the moment of the Registration and when filling in the order form. The User’s Account contains (a) information provided to the Operator by the User, (b) information given by the User, and (c) personal data of the User which were provided by the User and he/she agrees with their processing in the Application.
7. **License** means the authorization to use the Application, its content, software and other copyrighted works of the Operator which is granted to the User under the conditions of these T&C. The License is specified in Article IV. of these T&C.
8. **Third Party** means any person or entity other than the Operator or the User.

### II. Basic Provision

1. These **T&C** govern rights and obligations of the Operator and the User in connection or based on an agreement on granting a license to the Application under Section 2358 of the Civil Code via the Online Platform. These T&C forms an integral part of the agreement entered into between the Operator and the User.

### III. Conclusion of the Agreement

1. The agreement between the Operator and the User on the use of the Application is entered into at the moment in which the User proceed with the Registration into the Application. From this moment, the User is authorized to use free version of the Application.

2. In the case that the User is interested in using the part of the Application to which a charge applies, the User shall proceed with order, i.e. fill in the billing information in Data section of his/her User's Account, and activate the version by ticking off the button "Activate", and pay the monthly payment of the License price. The agreement for the use of the part of the Application to which a charge applies is entered into at the moment when the charge is paid by the User towards the Operator. Since the moment of the payment, the version to which the charge applies becomes available to the User. The proof of payment is sent to the User's email address specified in the order form.
3. The license agreement is entered into for the period of 1 month with the possibility of repeated extensions. Within the period of validity of this agreement the User is obliged to pay regular monthly payments of the License price.
4. The User consents to the use of remote communication means while entering into the agreement. Any expenses incurred by the User when using remote communication means in connection with entering into the agreement (costs of the Internet connection) shall be paid by the User himself/herself, while these costs are not different from the standard rate.
5. By entering into the agreement, the User also declares that he/she made himself/herself familiar with the nature and content of the given Application, and thus the User is not entitled to claim refund of already paid price for any of the offered service within the provided Application on the grounds of not being satisfied with the execution of the Application.

#### **IV. License**

1. The Operator grants to the User a timely limited, territorially unlimited, non-exclusive and non-transferable license to use the Application and its parts. The license is only granted to the extent which serves the proper and customary use of the Application with the following limitations:
  - a) The User is entitled to use the free version of the Application on behalf of the free license,
  - b) The User is entitled to use the the version to which the charge applies on behalf of the license which is subject to payment that the User already paid,
  - c) The User is not entitled to change or modify, copy or reproduce any parts of the Application, or to create collective or derivative works from it.
  - d) The User is entitled to use the License for his/her personal and his/her company purposes only. Without the prior written consent of the Operator, the User is not entitled to assign the license, to grant a sublicense or to dispose of the license in any other way.
  - e) The User is not entitled to use the Application for any purposes which are in conflict with these T&C or legislation.
  - f) The User is not allowed to use the Application in any manner which may reduce the value of the work.

#### **V. Copyrights and Other Rights**

1. The content and design of the Online platform and the Application, all materials (texts, photographs, pictures, logos and others) used in the the Online platform and in the Application and in related digital and printed media (promotional leaflets, advertising, etc.), including the programing equipment of the Application are protected by the Operator's copyright and may also be protected by other rights of Third parties. Without the prior written consent of the Operator, the User shall not change, copy, reproduce, or distribute the content of the Application, and no Third party shall use the Application for any purpose. The following activities are prohibited in particular: to distribute photographs, texts, tips and any other content included in the Application, both free of charge or for any charge. Should the User fail to respect this prohibition, the Contracting Parties have agreed that the Operator is

entitled to a contractual penalty in the amount of CZK 1,000,000 for each such violation. This arrangement shall not affect the Operator's right to compensation for damage, including but not limited to proceed in accordance with the Copyright Act or with the Criminal Code. Names and titles of the Application, programs and their parts may be registered as trademarks by their respective owners. The User acknowledges that he/she is not entitled to use the business name of the Operator, or any Operator's trademarks, logos, domain names and any other designations and business elements without the Operator's prior written consent.

## **VI. User's Account**

1. The User is entitled to use the Application on the basis of the Registration. Upon the Registration, the User's Account becomes available to the User. The User's Account is used for making orders, providing and using the version of the Application to which a charge applies.
2. When completing the Registration and ordering, the User is obliged to provide all required mandatory information accurately and truthfully. The Operator shall not be held responsible for any damage caused by any violation of duties according to the previous sentence by the User.
3. The access to the User's Account is protected by entering a user name and a password. The User is obliged to maintain confidentiality of information necessary to access his/her User's Account. The Operator shall not be held liable for any misuse of the User's Account by Third parties.
4. The Operator is entitled to cancel the User's Account, especially in the case that the User hasn't used his/her account for a long period of time, or in the case that the User breaches his/her obligations under the agreement on granting a license to the Application and/or these T&C.

## **VII. Price**

1. The price for the License of version of the Application to which a charge applies is specified in the Application. The User shall pay the Price by means of monthly payments (it is a monthly payment per one User).
2. Unless stated otherwise in these T&C, the billing period for monthly payments commence on the day of entering into the agreement on license to which a charge applies (Article III. par. 2 of these T&C).
3. The monthly payment is due upon the first day of the billing period through its deduction from the payment instruments that are accepted by the Operator at the time the payment is executed.
4. This price may further be increased through the Online Platform by taxes and other charges resulting from relevant legislation related to cross-border transactions within the EU and outside the EU. The price and charges are paid by the User via measures which are allowed by the Online Platform. Costs for the provision of services are included in the price for the License.
5. The payment for services may only be carried out in the currency specified in the Application.
6. Upon completing the payment the Operator shall issue the proof of payment onto the User's email address specified in the Registration.
7. The User assumes the risk of change in circumstances within the meaning of Section 1765 par. 2 of the Civil Code.
8. All payments shall proceed through the Third party services. The Operator shall not be held liable for processing the payments of the User.

## **VIII. Disclaimer**

1. The Operator undertakes to make every effort to operate the Application and to provide it to

- the Users in accordance with these T&C.
2. The Application is only available through an interface which was chosen by the Operator for the operation of the Application and which is offered by the Operator. The User is not entitled to access the Application in any other way.
  3. The User acknowledges that the Online Platform, the Application and their individual parts may not be accessible at all time, especially with regard to the necessary maintenance of the hardware and software equipment of the Operator, or the necessary maintenance of the hardware and software equipment of Third parties. The Operator shall not be held liable for any damage which occurred as a result of the facts specified in this paragraph.
  4. The Application is operated in the form and condition chosen by the Operator. The Operator is entitled to change the parameters of the Application. However, the Operator is obliged to inform the User of these changes in advance in the form of a change to the T&C.
  5. The Operator is not obliged to update, change or substitute in any other way any part of the Application or to continue with development or launching any new versions of the Application.
  6. The Operator undertakes to provide a nonstop user support. However, the Operator does not guarantee any minimal period of time for providing the User with feedback.
  7. In regard to the nature of the email communication, the Operator shall not be held liable for correct or complete deliveries of email messages from the Operator's servers or to them and from/to the Operator's network, and the Operator shall neither be held liable for possible damage caused by an undelivered or lost email message.
  8. The User bears full responsibility for his/her decision to use the Application. The Operator shall not be held liable for results of using/misusing the data obtained by the User through the Application, or for any damage or loss which was or could have been incurred to the Third party in connection or based on using the Application by the User. The Operator shall not be held liable for any damage or loss which was or could have been incurred by the User in connection with using the Application.
  9. The Operator shall not be held liable for any errors or failure in connection between Online platform and any Third party platform.

#### **IX. Exclusion from Provision of the Services**

1. The Operator is entitled to refuse to provide the License to the User whose activity at least partly falls within one or more of the following categories or when the content which the User provides, saves, shares or downloads at least partly falls within one or more of the following categories: (a) is in conflict with Czech law or applicable international conventions, (b) is in conflict with good manners, (c) violates copyrights, patent rights, industrial property rights or any other similar rights, (d) directly or indirectly violates any rights of the Operator and/or Third parties, (e) overloads the infrastructure or technical or software equipment of the Operator or Third parties, (f) endangers privacy or safety of other persons or systems.
2. The previous provision applies to any activities which may, even partly, be subsumed under the abovementioned categories, while the decision on the violation under this paragraph from the User is solely at the discretion of the Operator.
3. The User is not entitled to save or share data (files) which the User didn't author or to which the User doesn't hold a written consent by their author or owner of rights related to them in order to handle them. Should the Operator suspect violation of this prohibition, the Operator is entitled to require a written proof from the User to establish the User's entitlement to act in this manner. Should the User fail to provide the Operator with such proof without undue delay, the Operator is entitled to limit or terminate the Service, or to delete the disputed data (files). The decision on the compliance with conditions for the use of the services and with these T&C is solely at the discretion of the Operator.
4. Should the User violate these T&C, the Operator is entitled to immediately cancel the User's

- Account, or to limit the User's access to the Application or prevent him/her from accessing the Application. This arrangement shall not affect the Operator's right to compensation for damage.
5. The User bears full responsibility for any damage caused by his/her activities which are in conflict with these T&C and/or Czech law to the Operator, other Users of the Application or other Third parties. The User cannot exempt himself/herself from this responsibility.

#### **X. Withdrawal from the Agreement**

1. With regard to the nature and speed under which the Application is provided, the User is not entitled to withdraw from this agreement (Section 1837 letter l) of the Civil Code).
2. The User is entitled to terminate the version of the Application to which a charge applies (Premium) at any time by switching to free version of the Application (Free) in his/her User's Account. The billing period is 1 month. The price for not used part of the month shall not be refunded. The User is entitled to terminate the free version of the Application (Free) by closing his/her User's Account at any time.
3. The Operator is entitled to terminate this agreement with immediate effect due to User's breach of any duty arising from the agreement and these T&C.
4. The Operator is entitled to terminate the agreement by notice without indicating the grounds; the notice period shall be 1 month and shall run from the moment of communicating the notice to the User's email address specified in the User's Account.

#### **XI. Communication**

1. The Contracting Parties have agreed to deliver all correspondence between each other via electronic mail, namely to the email address indicated in the User's Account or specified by the User in the order, and to the email address indicated on the Operator's website.

#### **XII. Final Provisions**

1. All arrangements between the Operator and the User shall be governed by the valid and effective Czech law. In the case that the relationship established by an agreement contains the international (foreign) element, the Contracting Parties have agreed for such a case that the relationship shall be governed by Czech law. This arrangement does not affect rights of consumers resulting from generally binding legislation.
2. Unless the context clearly indicates otherwise, the meaning of a word in the singular herein shall follow the same meaning as the same word in the plural and vice versa.
3. In the event that these T&C are available to the User in several language versions, the Czech version shall prevail. In this case, the Operator shall not be held responsible for the accuracy of any translation.
4. The Operator reserves the right to change these T&C to the reasonable extent under Section 1752 of the Civil Code. The new version of these T&C shall be published by the Operator on its website and the User shall be informed of such change by email within a reasonable time prior to the moment the new T&C becomes effective. The User is entitled to refuse the changes of the T&C in writing via email message no later than on the date of their effectiveness. In the event that the User doesn't refuse the changes to the T&C within this period, the contractual relationship shall be governed by the new wording of the T&C. In the case that the User refuses the changes to the T&C/new complete wording of the T&C, the Operator and the User are entitled to terminate the contractual relationship prematurely, either by mutual agreement or termination notice. The notice period in such case lasts 1 month upon delivery of the written notification of the changes to the T&C to the other Contracting Party.
5. The Operator is entitled to provide services on the basis of a trade license, while the Operator's activities are not subject to any other permission proceedings. The supervision related to trade

licensing is performed by the relevant Trade Office within its jurisdiction. The supervision of protection of personal data is performed by the Office for Personal Data Protection (<http://www.uoou.cz>). The supervision regarding the compliance with legislation related to provision of services to consumers and associated with the consumer protection is performed by the Czech Trade Inspection, while the Czech Trade Inspection is also competent to resolve consumer disputes arising from this agreement in extrajudicial manner (<http://www.coi.cz>). Consumer disputes in extrajudicial manner can be dealt by communication made on [EU online platform](#).

6. During its relation to the User, the Operator is not bound by any codes of conduct and does not voluntarily comply with any codes of conduct (as defined in Section 1826 par. 1 letter e) of the Civil Code).
7. The agreement including these T&C is stored and archived by the Operator in electronic form and it is not accessible to Third parties. Provisions of these T&C and legislation related to the provision of the agreement and these T&C to the User are not affected by this arrangement. The Operator provide the User with these T&C on the User's email address on demand.
8. In the case of any query regarding these T&C and the agreement, the Operator shall provide the User with all necessary information without undue delay.
9. The User and the Operator undertake to settle all possible disputes amicably, or by using a mediator. In case of resolving their relations through court proceedings, the Contracting Parties hereby stipulate under Section 89a of the Civil Procedural Code the territorial jurisdiction of the District Court in Náchod or the Regional Court in Hradec Králové.

These T&C become effective on

Annex: Data Protection Policy