

General Business Terms and Conditions of ACOMWARE s.r.o.

1. General provisions

The company ACOMWARE s.r.o., having its registered office at: Prague 4, Budějovická 778/3, postal code 140 00, registered in the Companies Register maintained by the Municipal Court in Prague, Section C, Insert 92586, ID No.: 250 47 965 (hereinafter referred to as the “**Contractor**”), is primarily a consulting company and advertising agency operating specifically in the sphere of Internet marketing and electronic commerce.

The Client is a legal entity or natural person who orders with binding effect email services from the Contractor based on the Order or the Contract on its own behalf or on behalf of a third party. The provision of the Contractor’s services to a third party other than the Client shall be subject to the prior approval of the Contractor.

Marketing services are a specific kind of service performed, based on individual agreement with the Client that are detailed in individual items of the Contract. They namely include the administration of PPC campaigns, optimisation for Internet search engines, feedback building, administration of XML feed for goods search engines, emailing services, etc.

The advertising services (campaigns) are the services of advertising character agreed between the Client and the Contractor. Usually the Contractor ensures the publication of the agreed advertising format (campaign) having the specific parameters on the servers (Internet presentation at which the advertising format is published) specified in the Order, for the period defined in the Order, in the form of the defined budget or achievement of the fixed amounts in systems pay-per-click, etc.

These Terms and Conditions are intended to adapt the terms of orders and deliveries of services between the Contractor and the Client, i.e. to set the general agreements, orders of services and origin, change and extinction of sub-contracts based on which the service deliveries shall be performed, and in addition the rights, obligations and titles of contractual parties resulting from these sub-contracts as well as any other matters related hereto.

2. Order

Services shall be ordered with binding effect by placing a written Order sent by email or fax or based on a pro forma invoice issued by the Contractor.

The Order shall become binding on the Contractor after the Contractor has confirmed it in writing or by email to the Client. The Contractor may also confirm the acceptance of the Order by the starting the performance of such an Order.

Whenever possible, all partial orders of the Client shall be numbered sequentially so as to avoid their duplication.

By confirmation of an Order, it is assumed that the Contractor and the Client shall have concluded a contractual relationship that shall be governed, besides by the relevant Contract, by these Business Terms and Conditions

By submitting an Order or implementing payment of a pro forma invoice, the Client expresses its approval with these Contractor's Business Terms and Conditions

3. Financial Terms and Conditions

3.1 Price

The price shall be set by an agreement between the Client and the Contractor. The prices are always quoted exclusive of VAT. VAT shall be added later pursuant to the valid legal regulations.

3.2 Invoicing and payment conditions

The Contractor shall be entitled to request an advance payment or partial advance payment based on a pro forma invoice. The relevant sum shall be credited to the Contractor's account not later than two (2) working days before the agreed date on which the Contractor is due to start providing the relevant services. Should the sum not be duly credited to the Contractor's account and/or not in time, the Contractor shall not be obliged to provide any services.

Invoices (meeting all the prescribed particulars) shall be issued within fifteen (15) days of the date of the taxable supply.

Should the services be performed continuously, the Contractor may issue partial invoices for the relevant portion of services at the end of every calendar month/campaign. Invoices shall be due within fourteen (14) days of the date of issue, unless expressly stipulated otherwise by the Client and the Contractor.

In the case of a delayed invoice payment, the Contractor shall be entitled to charge the Client a default interest amounting to 0.15% of the amount due per day, while the Client is in default. The default interest payment shall not affect the Contractor's entitlement to any damage compensation. The obligation to pay default interest shall remain in force even after the termination of the Contract.

Duly paid services are services that were fully paid for, i.e. the Contractor received the amount due with the variable symbol stated in the Order/invoice. Payment means that the Contractor has received the sum on its bank account.

The Contractor shall not be obliged to accept any erroneous, partial or combined payments. Such payments will be returned to the account from which they were credited to the Contractor's account, after deduction of any bank fees incurred by the Contractor.

The Client shall not be entitled to assign or pledge its receivables against the Contractor without the previous written consent of the Contractor.

3.3 Cancellation conditions

Should the Client intend to cancel a confirmed Order, it shall be obliged to pay a cancellation fee to the Contractor amounting to the agreed price inclusive of VAT, as specified in the relevant Order, unless otherwise agreed.

3.4 Special condition for unsettled invoices

In the event of the Client being in default, the Contractor shall be entitled to interrupt the service provision under this Contract without being obliged to notify the Client and may

provide further services to the Client conditional on the Client submitting a reasonable advance payment. Should the provision of services be interrupted, this does not affect the Contractor's entitlement to remuneration for the time in which no services are provided. The Contractor shall be entitled to suspend any campaign of the Client should the Client be in default with invoice payment or any other obligation to the Contractor, and such campaign shall be considered as terminated due to default on the Client's side.

The Contractor shall be entitled to enforce its claims against the Client through a third party. The Contractor shall be entitled to submit the information on individual business cases and on the Client to third parties in the cases defined by legal regulations, in the cases specifically agreed on, in the case of claim assignment or other processing of it, to legal, account, tax and similar consultants, to persons forming a concern with the Contractor and, in addition, to the person providing the Contractor with the insurance of risk of unsettled claims, or who enforces the claims for the Contractor.

4. Conditions of service provision

4.1 The assignment of the agreed allocated time for individual services and the scope of actions performed by the Contractor in relation to the provision of services pursuant to this Contract may be amended and divided in time – in such a case, the contractual parties may agree the scope of actions in relation to the subject of the Contract for each specific month.

Based on the agreement of the contractual parties, it shall be possible also to use the time fund within the services provision according to this Contract for the support of other Internet trades/projects of the Client.

Provided that the contractual parties do not apply their right pursuant to the provision of this article hereof, the form and time of service provision pursuant to the Contract shall fully depend on the Contractor who unilaterally determines the method and time scope of service provision.

4.2 The Client shall provide the Contractor, upon its request, with cooperation and all information, as well as submit to the Contractor any documents that are necessary for the due and timely performance of obligations. In the case of a delay on the Client's side in the performance of its obligations (provision of cooperation, information or documents), the Contractor cannot be in delay in the performance of its obligations pursuant to this Contract, whereas the Contractor shall be entitled to be paid in full.

The Client shall be exclusively responsible for the correctness of the data stated in documents.

4.3 Should the Contractor agree to promote advertising for the Client, the Client shall be fully responsible for the content of such advertising. The Client undertakes that any advertisement submitted to the Contractor for promotion shall not be in contravention of legal regulations, good manners, principles of honest conduct and honest dealing, and that the promotion of the advertisement shall not affect rights and claims of third parties (i.e. including, but not limited to, the rights of protection of natural person's personality, the right of protection of goodwill of legal persons, copyrights, rights related to copyrights and trademark rights), and moreover that the generally binding legal regulations shall be observed, namely Act No. 40/1995 Coll. on advertisement regulation, as amended, or Act No. 231/2001 Coll. on

operation of radio and television broadcasting, as amended, and that all financial entitlements resulting from the use of the author's object, or the use of natural persons' portraits in the promotion and from entitlements resulting from the copyright shall be satisfied on the date of handing over of materials of promotion by the Client; this shall not be valid for titles of collective administrators, i.e. of OSA – Protective Association of Music Copyrights – and INTERGRAM - the Independent Association of Performing Artists and Producers of Sound and Sound-video Records – where the remuneration for the transmission of promotion on radio and TV stations is exclusively concerned. The Client agrees to pay in full any damages if such damages are caused to the Contractor or the advertisement promoter, or the operator of the relevant media due to the advertisement promotion. The damages shall also include costs of court or arbitration proceedings, including costs of legal representation in such matters. The Client expressly undertakes not to hand over, for the purpose of transmission, the promotion of gambling games operated without the basic authorisation pursuant to Act No. 186/2016 Coll., on gambling games or to the regulations that substitute it.

Should the Client intend to transmit a specific volume of promotion, the volume discount can be agreed on for it, based on such volume and such volume discount may also be provided in the form of an advance. In the event that the Client does not order the promotion within the supposed scope or the Order is not realised for reasons other than on the Contractor's side, the Client's entitlement to the agreed discount shall fully expire.

4.4 The Contractor reserves the right to refuse the transmission of promotion or any other performance:

- a) provided that the ordered promotion does not conform to the concluded Contract or any other agreement or to these Terms and Conditions or other conditions used based on the agreement of the parties;
- b) provided that the ethical principles of the Contractor or publishers or media operators, or the Code of Ethics for advertising by the Advertising Board are breached;
- c) provided that the content of promotion is legally defective, i.e. the content or the method of transmission of promotion is in contradiction with legal regulations, good manners, principles of honest dealing and honest behaviour or the decisions of public administration;
- d) in the case when the Contractor is in doubt whether there is a reason for the refusal pursuant to the point a) to c);
- e) in the case when the promotion due to its format or realisation could invoke an impression in readers or listeners or viewers that it is part of the redaction content of the relevant media or the notification of the Contractor or the media operator;
- f) provided that it contains the notification, promotion or business information of third persons, except in the case of the Client being the promotion or media agency and the advertising contains the notification, promotion or business information of its client, approved by the Contractor;
- g) provided that it interferes with the rights and titles of the Contractor or breaches or damages or could damage the goodwill of the Contractor, its employees, shareholders or persons being in a concern with it;
- h) in the case when the promotion of a competitor of the Contractor or of the media operator in which it shall be presented is concerned;
- i) provided that the Client refuses to sign the specific promise of damages that is required by the Contractor in specific reasonable cases;
- j) provided that it contains anonymous promotion related to elections during the election campaign according to the Election Law or a promotion that does not conform to the requirements of the Election Law.

In such a case, the Contractor shall notify his decision on the refusal of promotion to the Client without undue delay. Thereafter the Client shall be obliged to submit without undue delay the new faultless materials to the Contractor. In the case of repeated promotion refusals for the reasons stated in this article, the Contractor shall be entitled to withdraw from this Contract.

Provided that the Client orders or hands over the promotion in a form that does not conform to the dimensions or format of the promotion surface or technical features of the relevant media, the Contractor may adapt the promotion in the usual way without being obliged to inform the Client.

The Client shall be responsible for the legal character of promotional notification deliveries through the email for which he uses the services of the Contractor. The Client declares to have obtained all approvals for the delivery of promotion notification to all clients, i.e. to all users of whom it hands over the email addresses to the Contractor as the support material for the Contract performance. In the case of a breach of these obligations by the Client, the Client undertakes to pay to the Contractor any incurred damages and harm.

4.5 The Client agrees to grant access to the Contractor to all its client accounts that are the object of the Order, namely for the purpose of invoicing and correct drawing of budget amounts. In the case of a breach of this obligation by the Client, the Contractor shall not be responsible for possible overdrawing of the budget and the Client agrees to pay the real costs, even outside the framework of the Order.

4.6 The Client acknowledges and namely agrees to observe the Business Terms and Conditions and cooperation rules of third parties with which the contractual parties are in contact during the performance of the Order/Contract (i.e. the conditions of operators of servers Google, Seznam.cz, Facebook, advertising systems Adform, Adwords, Sklik, IBM, etc.) in the presentation of materials or the issuing of instructions. In addition, the Client acknowledges that the Contractor shall also be obliged to observe these Terms and Conditions and to adhere to them in the performance of the Contract with the Client.

5. Claims

5.1 In the case of failure on the Contractor's side, the Client shall be entitled, within the Claims procedure, to request reasonable damages, namely in the form of another supplementary performance or price discount. The choice of the aforementioned entitlement belongs to the Client only provided it notifies the defects to the Contractor in writing and in a timely manner. Thereafter the Client shall not be entitled to alter the applicable entitlement without the Contractor's approval.

5.2 The Client shall submit any claims in writing and by registered post to the Contractor's official address. Claims raised by email, fax or by telephone are considered received only if the Contractor confirms their receipt.

5.3 The period for raising claims is ten (10) calendar days as of the date of the Client having found or having been able to find any failure, not later than ten (10) days of the date of receipt of the relevant report or invoice from the Contractor.

The Contractor shall decide on the claim within twenty-one (21) calendar days. The Client shall duly specify the claimed services in the Claim Application. Any vague claims may be refused by the Contractor as being unreasonable.

5.4 The price discount shall be applied in the form of an adapted tax document. The obligation to pay in time is limited to the proportional part of the performance for which the reasonable claim is not applicable.

5.5 The Client may raise in writing any objections against issued invoices - tax documents - that would affect the limitation of the Contractor's receivable from the Client within ten (10) calendar days of the receipt of the invoice, sent to the Contractor's registered office. The Client shall be obliged to prove the observance of the period, otherwise the objection will be considered as being overdue.

6. Final provisions

6.1 The Contracting Parties shall not publish any mutual data or information gained within their cooperation to any third persons (except for legal, accounting and similar counsellors and persons forming a concern with the Contracting Parties, provided that confidentiality is bound to be observed within the same scope as the contractual parties), including data that could be termed as personal data in terms of Act No. 101/2000 Coll., on personal data protection and in the changes to some Acts, as amended (hereinafter referred to only as "ZOOU").

The Client hereby agrees and by confirmation of these Terms confirms its approval of the processing and the use of its data that are or could be personal data in terms of ZOOU. Thereby the Client grants to the Contractor its express approval for the processing of personal data and other data provided by the Client for the purpose of the performance of the Contract concluded between it and the Contractor and for the purpose of offering services and business by the Contractor to the Client. The approval of data processing is provided for an indefinite duration, whereas the Client may withdraw its approval from the Contractor in writing, sent to the official address of the Contractor. Thus the Contractor's entitlement to the processing of personal data shall be unaffected, provided that the processing of the data shall also be based on a reason other than that of the approval.

The Contractor hereby informs every Client – as a natural person who provided his personal data to the Contractor for processing – of his rights resulting from ZOOU, i.e. the fact that the provision of such data is voluntary, that the Client is entitled to access them, and to remove the defective situation, to block them, to perform adaptation, correction or deletion, and that the Client also has the right to address the Office for Personal Data Protection in the case of any breach, or regarding any other rights resulting from Art. 11 and Art. 21 of this Act and to request a legal remedy.

With the conclusion of a Work Contract, the Client agrees in terms of the provision of Art. 7 of Act No. 480/2004 Coll. that the Contractor will send it the unsolicited business notifications at its address (including the email address), that the Client will be contacted by the unsolicited direct mail containing the business notification and through the unsolicited telemarketing (including the unsolicited SMS and MMS) containing the business notification regarding the products, business and services of the Contractor and within the adequate scope of the Contractor's marketing partners. The Client shall be entitled to withdraw such approval at any time and free of charge at the official address of the Contractor.

The Client acknowledges that the withdrawal of approval granted pursuant to these Business Terms and Conditions does not signify the withdrawal of the approvals granted by it to the Contractor in other ways.

Any letter, notification or other document will be considered as having been delivered to the other contractual party if it is delivered to the contractual party at the address, fax number or email address stated for this purpose in the Subcontract or the Order ("Contact Data") or at any other address demonstrably notified by the contractual party to the other contractual party for the purpose of written documents' delivery or at the address of the contractual party as stated in the Public Register.

In the case of any doubt, it is understood that the moment of document delivery is regarded as the hour and the minute as stated in the confirmation of the successful delivery of an email message to the other contractual party, or the hour and the minute as stated in the report on the successful fax transmission to the other contractual party. In the case of any doubt regarding documents sent via the postal service, it is understood that a document sent by registered mail is delivered on the third day following the day of mailing the document.

The Contracting Parties agree to inform each other in writing of any changes in contact data or possible delivery problems to the stated address, or of any changes of telephone numbers, sufficiently in advance, provided they are informed of the change or the problem in advance, or without undue delay after the occurrence of the change or the problem.

6.2 These Terms and Conditions are issued in the Czech and English language. In the case of any uncertainty or interpretation issues, the Czech version prevails.

The Contracting Parties expressly agree that their contractual relationship based on Orders, Subcontracts, General Contract, their individual annexures and these Business Terms and Conditions, their validity and effects of invalidity, consequences, form and further appurtenances, are ruled by the Law of the Czech Republic, namely by Act No. 89/2012 Coll., the Civil Code, as amended.

The provisions of Art. 1799 and Art. 1800, Art. 1805 par. 2, Art. 1913, Art. 1950, Art. 1952 par. 2 and Art. 1995 par. 2 of Act No. 89/2012 Coll. shall not be applied between the parties.

The Contracting Parties expressly agree that the Contractor shall be entitled to refuse the performance based on the concluded Contract also in the case of the Client being in delay with the fulfilment of another obligation (incurred for another legal reason) towards the Contractor.

Should the fulfilment in instalments be agreed and the debtor fails to pay any instalments, the Contracting Parties agree that the creditor shall be entitled to the full settlement of the claim and may apply such entitlement even after the due date of the next due instalment.

The Contractor shall be entitled to set off any due claim it may have against the Client with claims of the Client against the Contractor, regardless of the fact whether such claims are due or not and regardless of the currency or legal relation from which they resulted. It is expressly permitted that claims may be set off in various currencies. The setting off is always ruled by Czech Law.

6.3. In no case shall the Contractor be responsible for any damage the Contractor does not cause intentionally or by gross negligence, or for damage caused by circumstances beyond its control, by extraordinary and unforeseen obstacles occurring independently of its will or by force majeure (according to the agreement of parties, force majeure always includes e.g. strike, lockout, war and limitations resulting from a state of war, terrorist attacks, insurrection, forces of nature, fire, etc.) and for any other damage defined in these Terms. The Contractor shall not be obliged to pay damages to any other person than to the Client.

6.4 These Business Terms and Conditions form an integral part of the Contract concluded between the Client and the Contractor. In the case of any contradiction between the content of the Contract and the Business Terms and Conditions, the text of the Contract shall prevail. Any contracts agreed in writing may only be changed or terminated by written agreement, a change using a less strict form is excluded. The Contract being concluded by the Executive Directors of the Contractor may be changed by legal action at which the Contractor shall be represented again by the Executive Directors or by persons who are expressly authorised by written authorisation to do so.

6.5 The Contractor is entitled to change these Business Terms and Conditions within a reasonable scope, namely in the case of:

- a) changes in individual media that would influence the promotion formats;
- b) the launch of new promotion formats or media;
- c) a change or cancellation of legal regulations, issuance of new legal regulations or a change in the interpretation of relevant legal regulations;
- d) changes of prices of individual promotion formats;
- e) a change in the price level of the market;
- f) a change of interpretation of the relevant legal regulations;
- g) unforeseeable changes in the market.

The change shall be notified to the Client at the discretion of the Contractor by sending the relevant information and full wording of the change of conditions in suitable format (e.g. .pdf or .html) to the contact email address of the Client, or by a written notification. Such change shall take effect between the Contractor and the Client at the expiration of the period defined by the Contractor, which usually takes one (1) month. Nevertheless, such period shall be twenty-five (25) days at the latest from the date of the notification of the change. In the event of the Client not agreeing with the change, it shall be entitled to withdraw from the relevant Contract within the period of the previous sentence with a notice period of thirty (30) days. Provided that the Client applies such right to the cancellation, the early termination of the Contract shall not be considered as a breach of contract by the Client and the Client's entitlement to the agreed discounts does not expire (unless such right has expired or was (could be) limited for other reasons on the side of the Client). In the case of the Client not applying its right to the Contract cancellation, it shall be assumed that it agrees with the change. Nevertheless, the Contractor reserves the right to accept such a change of terms that does not constitute the Client's right to cancel the Contract, provided that the Client shall be bound by this change only if the Client agrees with it. The changes made by suppliers of third party products take effect at the moment as defined by the suppliers of the products. The Client reserves the right to define different Business Terms and Conditions, technical conditions or price lists at the launch of new products.

6.6 The Contracting Parties, pursuant to Art. 89a of the Civil Rules of Court, or the directive (EU) No. 1215/2012, hereby agree to the jurisdiction of the Czech courts in any dispute between them resulting from this Contract, i.e. the local jurisdiction of the City District Court

for Prague 4 being the first-level court. In the case of the first-level court being the Regional Court, the Contracting Parties agree on the local jurisdiction of the Municipal Court in Prague for any disputes between them.

6.7 The Client agrees, at its costs and risks, duly and within the periods as defined by the Law, to fulfil the obligations resulting from the concluded Contract defined for the relationship between the Client and the Contractor by Act No. 340/2015 Coll. In the event of the Act enabling the exclusion of some parts of the Contract or information from publication, the Client shall exclude such parts of the Contract or information from publication. The Client undertakes to treat the content of this Contract as its own business secret. The same is valid for other Acts ruling the publication of information, namely Act No. 247/1995 Coll. and other Election Acts.

6.8. Should the Client have any reasons that could constitute the legal guarantee or other responsibility of the Contractor for the tax obligations of the Client, the Client shall be obliged to immediately inform the Contractor of such facts in writing.

6.9. The withdrawal from the Contract between the Client and the Contractor shall always be effective ex nunc. It shall be possible to withdraw from this Contract for the reasons expressly stated herein, or for legal reasons.

6.10 In the case that any provision of the Order, Subcontract, General Contract, or these Business Terms and Conditions is found to be invalid, ineffective or unenforceable or any provision is missing, the other provisions remain unaffected by this fact. The parties agree on the substitution of such invalid, ineffective or unenforceable provision by a provision that best conforms with the same business purposes as the invalid, ineffective or unenforceable provision.

6.11 These Business Terms and Conditions are valid and take effect as of 01/11 2016