

General Business Terms and Conditions

1. Introductory provisions

- 1.1. These General Terms and Conditions of Business (hereinafter referred to as "GTC") contain the general provisions for the provision of services or the execution of work (hereinafter referred to as the Work) on the basis of offers, orders, Customer Contracts, Work Contracts or Service Contracts (hereinafter referred to as the Contract) concluded by EFG CZ spol. s r.o., Zelený pruh 1560/99, 140 00 Praha 4, ID No.: 256 498 76, VAT No.: CZ 256 498 76, registered with the MS Praha 3, sec. C, No. 58052 (hereinafter referred to as the Contractor), and sets out a detailed regulation of the rights and obligations of the contracting parties within the framework of their cooperation. These GTC also apply to cases where the subject of the contract (or only parts of the subject of the contract) on the part of the Contractor is the delivery of goods and the contractual relationship could be assessed as a purchase contract and the Contractor acts as a seller in these contractual relations.
- 1.2. The Terms of Service and System Support, the Licensing Agreement and the Aktion CLOUD Terms of Service are an integral part of these GTC, which are annexed to these GTC.
- 1.3. These GTC shall apply to the regulation of contractual relations in the event that they are referred to in the relevant Contract and shall apply in the alternative, i.e. except where the Contract itself implies a different regulation of the rights and obligations of the parties.

2. Conclusion of the contract

- 2.1. The proposal to conclude the contract may take the form of an offer. The offer delivered to the other party shall constitute a proposal for the conclusion of the contract. The offer must be in writing, delivered to the other party by post, email or by physical delivery to a person authorised to act.
- 2.2. The Client acknowledges that by accepting the offer or accepting the fact that the Contractor will commence performance of the Work, the Client confirms its agreement to these GTC.
- 2.3. The contractual relationship, or the contract, arises at the moment of unconditional acceptance of the offer by the Client, delivered back to the Contractor and confirmed by signature or electronically, within the period specified in the offer. If the Client does not accept the offer unconditionally, the contractual relationship does not arise. If the Client adds counterproposals to the offer or the draft contract, the contractual relationship is only established when the Contractor confirms these counterproposals. If the Client accepts that the Contractor will commence performance of the Work, the Client shall be deemed to have accepted the offer unconditionally.
- 2.4. The contract is also concluded if there is a verbal (e.g. also telephone) discussion between the Client and the Contractor about the offer and its subsequent implementation or if the contract is concluded implicitly, whereby the Client confirms its consent to the use and content of these GTC. In such cases, the Client and the Contractor undertake to confirm such oral or implicit conclusion of the contract in writing within 30 calendar days. If the Client fails to do so, the Contractor may suspend the execution and delivery of the Work and is not obliged to complete the Work.

3. Subject matter of the contract and performance of the work, amendments to the contract

- 3.1. The subject matter of the Contract is the Contractor's obligation to perform the Work at its own cost and risk and under the conditions specified in the Contract and the Client's corresponding obligation to accept the completed Work in due and timely manner and to pay the Contractor the agreed contract price.
- 3.2. If, during the performance of the Work, it is found that additional work needs to be performed on the subject matter of the Work or in connection with the performance of the Work, or additional items intended for the performance of the Work not specified in the offer or in the Contract are to be supplied, the Parties shall negotiate an amendment and supplement to the subject matter of the Work, or a new Contract shall be negotiated for such expanded subject matter of the Work. It shall also be deemed to be a written amendment to the Contract relating to the subject matter of the Work if the Contractor, as proposed by the Client, carries out the extended or amended subject matter of the Work or supplies additional items intended for the performance of the Work, and specifies such works and items in a contract note on completion of the Work, which shall be confirmed by all parties to the Contract.
- 3.3. The Contractor is obliged to notify the Client without undue delay of the inappropriate nature of the items taken over from the Client in the course of the performance of the Work, to inform the Client of the nature of these deficiencies and to agree with the Client either on the delivery of replacement or alternative items or to propose to the Client an alternative method of performance. In this case, the time limits for the performance of the Work shall be extended by the time caused by the interruption. The Contractor shall not be liable for defects in the Work or for the impossibility of completing the Work caused by unsuitable items or instructions from the Client if the latter insisted on their use in writing or verbally during the performance of the Work.
- 3.4. The Client undertakes to provide the Contractor with such conditions that the Contractor can carry out the Work, in particular, the Client is obliged to provide the Contractor with access to the subject of the Work, entry and entry to the place of performance of the subject of the Work, as well as to provide or lend the materials necessary for the performance of the Work. In the event of failure to comply with this obligation, the deadline for completion of the Work

shall be postponed by a reasonable period of time and the Contractor shall not be in default and shall not be liable for any damages caused by the breach of the said obligation of the Client.

- 3.5. The Contractor undertakes to carry out the Work within a reasonable time, taking into account the nature of the Work, in particular taking into account the actual state of the matter on which the subject of the Work is being carried out. The time for performance of the Work is dependent on the Contractor's capacity and the availability of spare parts from their manufacturers or their other suppliers. If the Contractor sets deadlines for the execution and completion of the Work, these are for information only and the Contractor shall not be liable for any delays caused by circumstances beyond its control. However, the Contractor shall use all reasonable endeavours to have the Work executed and completed within the time limits notified by him. The Contractor may also make partial deliveries and the Client is obliged to accept these. In the event of hindrance or interruption of the Contractor's business due to force majeure or any other reason beyond the Contractor's control and influence, or in the event of hindrance or interruption of the business of the Contractor's contractual partner, deliveries under the Contract already concluded may be suspended in whole or in part for the duration of such interruption. The Contractor shall not be liable for any loss of profit or direct, indirect or consequential damages caused by such circumstances, nor shall such circumstances affect or affect the price of the Work.
- 3.6. If hidden defects or hidden obstacles are detected, the Contractor is obliged to notify the Client without undue delay, to communicate their severity and nature and to propose an alternative solution. In this case, the deadlines for the execution of the Work shall be extended.
- 3.7. If the provision of advance payment(s) is agreed, the Contractor shall not be obliged to perform the subject matter of the Contract prior to the provision of such payment(s).
- 3.8. The ownership right to the Work, especially to the items intended for the performance of the Work supplied by the Contractor, passes to the Client upon acceptance of the Work. At the same time, the risk of damage to the items subject to the Work shall pass to the Client.
- 3.9. Unless otherwise agreed, the Incoterms EXW (ex works) delivery clause is valid for the transport of goods to the Customer.

4. Handover and acceptance of the work

- 4.1. The handover and acceptance of the Work shall be based on the entry in the assembly (construction) logbook, handover protocol, service, order or delivery note, provided that the Contractor may withhold the handover of the Work until the payment of the invoice due before completion of the Work. In this case, no delay on the part of the Contractor shall arise and the Contractor shall not be liable for any damages to the Client. The Client shall accept the subject of the Work even if the Work has minor defects and imperfections not preventing its use and achievement of the required performance parameters, whereby the Work shall be deemed completed. These defects and imperfections shall be listed in the handover protocol, indicating the method and date of their removal. The Contractor shall remedy these requirements at his own expense. The occurrence of minor defects and imperfections in the Work not preventing its proper use shall not affect the Contractor's right to issue a final invoice and his entitlement to payment of the price of the Work.
- 4.2. The Client is obliged to personally attend the handover and acceptance of the Work, the date of which the Contractor will inform the Client about, and if the handover and acceptance of the Work takes place, to duly confirm this fact in the handover report. If the Client does not accept the Work when it is completed and ready for handover by the Contractor or refuses to accept it, it shall be deemed to have been accepted by the Client on the day on which the latter by his action or passivity prevented its acceptance.
- 4.3. The Customer is entitled to refuse to accept the Work only in the event of discovery of such defects and incompleteness that prevent the Customer from using the subject of the Work. The Parties declare that they consider the Work to be defective if its execution, not conforming to its specification, would prevent its use as it corresponds to the normal use of such equipment.
- 4.4. The handover of the Work is also considered to be the moment when both the Contractor and the Client confirm by signature on the order sheet the list of the work performed and the delivered items intended for the performance of the Work or the record of the demonstration of the Work. By confirming the order sheet, both parties confirm the proper execution of the Work in the agreed scope. The Contractor shall have the Order Form and shall include an inventory of the work carried out and the materials and items supplied for the execution of the Work. In the cases referred to in paragraph 4.2, it shall be sufficient for the handover of the Work if the Contractor alone signs the order sheet or the handover report and indicates in it the circumstance for which the Client has not signed it.
- 4.5. Unless otherwise agreed, the Contractor shall be entitled to demand payment of the relevant part of the price of the Work upon completion of such part delivery.
- 4.6. The handover report may be confirmed in writing, by electronic mail or by technical means.

5. The price of the work and payment conditions

- 5.1. If the price cannot be agreed upon at the conclusion of the contract, or acceptance of the offer, in a fixed amount due to the impossibility of ascertaining the need for all the works and their time requirements, e.g. due to the impossibility of predicting the scope of the subject of the Work before the commencement of the Work, then the price is determined by estimation. A substantial overrun of the price of the Work shall be deemed to be an increase of more than 20% and in the event of a substantial overrun, the Contractor shall notify the Client in writing or verbally without undue delay

and notify the Client of the newly determined price. The final price of the Work shall be calculated according to the actual work performed and materials delivered after the execution of the Work.

- 5.2. The prices are exclusive of VAT, which will be added in accordance with the applicable legal regulations at the time of performance. The price also does not include other costs according to the price list of services (time spent on the road, work carried out outside normal working days) and transport costs, which will be charged according to the actual number of kilometres travelled.
- 5.3. If the situation referred to in paragraph 3.2 occurs and the Contractor discovers during the performance of the Work the need for other works or the need for repair or delivery of other parts of the items intended for the subject of the Work, the Contractor shall inform the Client of their expected price and the parties shall agree on the change of the price of the Work within the framework of negotiations on the change of the subject of the Work. Pending agreement on the change in the subject matter and price of the Work, the Contractor shall be entitled to suspend the performance of the Work and shall not be in default for that period.
- 5.4. If the subject matter of the Work cannot be performed due to technological or operational obstacles on the Client's side, a minimum rate including transportation costs and a rate for service work shall be charged according to the actual time spent by the Contractor's personnel travelling and performing work at the Contractor's or Client's site.
- 5.5. The Client and the Contractor have agreed on the payment of the price of the Work in such a way that the Contractor may demand payment for the material (i.e. items intended for the performance of the Work) supplied by the Contractor on the basis of an invoice issued immediately after its delivery, payable within 30 days of its issue. A final invoice quantifying the total amount remaining, plus actual costs, will be issued upon completion of the Work, with the invoice due within 30 days of issue.
- 5.6. If no contract price is specified for the Work, the Contractor shall charge according to the current price list of goods and services.
- 5.7. The Contractor shall be entitled to suspend the performance of the Work during the period when the Client is in default with the payment of any claims of the Contractor already due. The deadline for performance of the Work shall be extended by this period. The deadline for the performance of the Work shall also be extended by the time when the Contractor has been unable to perform the Work for reasons occurring on the Client's side or for reasons which have arisen independently of the Contractor's will and prevent the Contractor from fulfilling its obligation.
- 5.8. Default in payment of the price of the Work is a material breach of the Contract for which the Contractor is entitled to withdraw from the Contract. The Contractor is also entitled to withdraw from all other contracts concluded with the Client or to refuse performance under other contracts until all overdue claims, including accessories, have been paid in full.
- 5.9. If the price is agreed in EUR and if, as a result of the Client's delay in paying it, the Contractor suffers damage because the amount paid converted into CZK according to the exchange market rate announced by the CNB between CZK and EUR on the date of payment is lower than the amount paid converted into CZK according to the said exchange rate between CZK and EUR on the due date of the respective invoice, the Contractor is entitled to demand from the Client the payment of the difference so incurred.

6. Quality, warranty conditions, liability for defects in the work and compensation for damages

- 6.1. In the event that the Client pays the Contractor the full price of the Work in due and timely manner, the Contractor shall provide a 24 month warranty for the Work, except for consumables, batteries and identifiers where the warranty is 6 months and 6 months warranty for service work, repairs and parts supplied as part of such repairs. The warranty shall commence upon delivery of the Work. The warranty shall be valid only in the event of timely and full payment of the price of the Work by the Client in accordance with the terms and conditions set out in these GTC and in the invoice issued by the Contractor and in the event that the Contractor does not register any other overdue claim against the Client.
- 6.2. The Contractor shall not be liable for defects in the Work caused by external fault, intentional fault, force majeure or unprofessional intervention of the Customer's personnel. The liability of the Contractor for defects covered by the quality guarantee does not arise if these defects are caused after the risk of damage to the goods has passed by external events and are not caused by the Contractor or by persons with whose assistance the Contractor has performed its obligation.
- 6.3. In case of a defect of the Work found during the warranty period, the Client has the right to demand and the Contractor has the obligation to remedy the defect free of charge. The Customer is obliged to claim defects in the Work in writing without undue delay after the defect has been discovered. The Client is obliged to notify obvious defects within 10 working days at the latest, hidden defects without undue delay after their discovery, but no later than the end of the warranty period. From the moment of discovery of the defect until the assessment of the validity of the claim or until the claim is settled, the Customer may not do anything that would result in deterioration of the condition of the work. The Contractor undertakes to remedy the defects without undue delay, taking into account the nature of the defect, the availability of spare parts and the response of the spare parts supplier, or the technological and operating conditions of the Client.

7. Penalties

- 7.1. In case of delay by the Client in payment of the price of the Work or its part, the Contractor is entitled to demand a contractual penalty of 0.05% per day of the unpaid price of the Work for each day of delay, up to a maximum of 10% of the total price of the Work.
- 7.2. In the event of the Contractor's delay in completing the Work, the Client is entitled to demand a contractual penalty of 0.05% per day of the total price of the Work for each day of delay, up to a maximum of 10% of the total price of the Work.

8. Final provisions

- 8.1. These terms and conditions, together with the document to which they are annexed and the appendices hereto, constitute the entire contract and supersede any prior agreements between the parties relating to the subject matter hereof.
- 8.2. The Parties undertake to maintain the confidentiality of all information relating to the business cases entered into by the Parties.
- 8.3. The Contractor is entitled to change these conditions in accordance with § 1752 (1) CC. The Contractor is obliged to inform the Client of the change in writing no later than 30 days before the change takes effect. The Client has the right to terminate its contractual relations with the Contractor with 30 days' notice. In this case, the contractual relations shall be governed by the original version of the GTC until the expiry of the original term. If the Customer does not terminate the contractual relationship in writing within 10 days of notification of the amended GTC, it shall be deemed to have accepted the new GTC.
- 8.4. By accepting these GTC, the Client gives the Contractor consent to electronic invoicing in accordance with Act No. 235/2004 Coll. on VAT, § 26 (3).
- 8.5. All rights and obligations of the parties arising from the contractual relationship between the parties shall be governed by the law of the Czech Republic.
- 8.6. These GTC comes into force and effect on **10.5.2018**.

Terms of service and system support

1. Introductory provisions

This document regulates the general terms and conditions of providing Service and System Support for Products supplied by EFG CZ spol. s r.o. in cases where these terms and conditions are not regulated by a contract or other contractual arrangement concluded between the Contractor and the Customer and defines the scope of services aimed at ensuring smooth and trouble-free operation of these Products and eliminating risks associated with rapid development, especially in the field of information technology.

Service and System Support Services are provided for a fee based on the respective contracts or purchase orders.

2. Definitions of terms

Update – providing versions for software

State of emergency – it is such a failure where the Product is completely or partially out of service, fails to perform its essential function and cannot be put into partial or replacement operation

Implementation – it is the process for deploying Products, adapting to the specific needs of the User, creating documentation and training of users

Customer – has a direct contractual relationship with the Contractor

Partner – company that is trained to install and implement the Products

Request – Request for Service or Technical Support

Seller – has a contractual relationship with the User

Product – equipment and software supplied by EFG CZ spol. s r.o.

Working time – on working days from 8:00 a.m. to 4:00 p.m.

TSSP – terms of service and system support

Service – includes the services specified in the price list

Service support – includes service support services

System – a functional unit made up of Products

System's support – includes system operation support service

Technical support – it is a service for resolving requests via HotLine, HelpDesk, email and remote access

User – end user of products

Defect – The product does not perform the functions specified in the documentation or delivers incorrect results

Remote control - it is a service in which a Contractor's employee connects via a secure connection to the User's workstation and/or server.

Web portal - online web support center at www.ecare.cz

Contractor – company EFG CZ spol. s r.o.

Applicant – the employee in charge of entering the Request

3. Terms and Conditions of Service and System Support

- 3.1. Service Support includes services related to the Service Solution Requirement, such as the Solution Initiation Guarantee, Express Service, Express Transportation, Free Transportation for Inspections and Inspections, and Free Technician Travel Time.
- 3.2. System Support means performing regular Revisions, Inspections and functional tests, providing Updates and Technical Support.
- 3.3. The Customer is entitled to free Technical Support for the System if it has a valid Revision, Inspection or Upgrade service or if the System is under warranty.
- 3.4. The price of Service and System Support Services does not include the cost of materials, equipment repairs, refurbishment, service work or extra work. The price for such work will be determined in accordance with the quotation or the applicable service price list.
- 3.5. The request must be specific and contain information to enable a response. If necessary, the Customer must provide the assistance necessary to resolve the Request (providing access to the designated premises, remote connection, sending the necessary files, etc.).
- 3.6. Delivery of request is possible made by the following:

- the web portal at: www.ecare.cz
 - by sending an email to helpdesk@efg.cz
 - by telephone at: +420 222 746 303
- 3.7. Priority is given to submitting the Request via the web portal. In the case of an Emergency outside of Business Hours, transmission must also be made by a telephone.
- The time of receipt of the Request shall be deemed to be the time of handover, if confirmed by the Contractor, or telephone contact between the Applicant and the Contractor.
- Handover must be during the Contractor's Working Hours, and for Customers with a Guarantee to resolve Requests outside of the Working Hours it must be between 6:00 a.m. and 10:00 p.m., otherwise the time of receipt of the Request shall be deemed to be the earliest start of the specified time periods.
- 3.8. The time for acknowledgement of receipt of a Request is within 4 hours of handover. In the event that the Contractor fails to acknowledge receipt of the Requisition within this time, the Applicant shall contact the Contractor by telephone.
- 3.9. The Contractor shall not be liable for Requirements not delivered for technical reasons. If it is proven that the failure to acknowledge receipt of a Requirement is not due to a technical defect, the time of receipt shall be the time of handover. Otherwise, this time shall be the time of telephone contact between the Applicant and the Contractor.
- 3.10. For the purpose of Fault Diagnosis or Technical Support, the Client shall allow the Contractor's personnel Remote Access to the system according to its specification. If the Contractor fails to allow such access, the Contractor shall be liable for all associated costs if carried out by other agreed means.
- 3.11. If the presence of the Contractor's personnel at the installation site is required to resolve a Requirement, this can only be done by contract or purchase order. The Contractor shall not be obliged to bear such costs.
- 3.12. The time of commencement of the resolution of a Requirement shall be deemed to be the time when the Contractor's employee arrives at the place of performance of the subject matter of the Contract or commences steps to resolve the Requirement (remote administration, software repair, etc.).
- 3.13. The time of defect rectification shall be deemed to be the time of handing over or reporting the completion of the work to the Customer's representative.
- 3.14. The time to resolve a Requirement is dependent on a number of factors, some of which are beyond the Contractor's control. It is the Contractor's endeavour to resolve Requests generally on the same day that resolution is initiated.
- 3.15. The Contractor shall not provide Service and System Support for the Product to the User unless it has a contractual relationship with the User or unless otherwise specified. The Vendor shall provide support to the User.

Service and System Support services are paid on the basis of invoices issued according to the terms of the contract or order.

4. Service and System Support Parameters

- 4.1. **Guarantee of solution solving** – it is the time at or before which the resolution of the Request will commence from its receipt. The service is normally provided in the following variations:
- TODAY** – commencement of the solution on the day of receipt of the Request, provided that this is done by 12:00 p.m., otherwise the solution is commenced the next day (Guarantee also outside Business Hours)
- TOMORROW** – start of the solution on the next working day after receipt of the Request
- WEEK** – initiation of the solution within 7 days of receipt of the Request
- X/5** – start of the solution on working days within X hours from the receipt of the Request (Guarantee also outside working hours)
- X/7** – start of the solution within X hours from the receipt of the Request (Guarantee also outside working hours)
- For less serious defects (which do not explicitly prevent the operation or use of the equipment), the Customer's authorised representative may agree with the Contractor's employee to start solving the request at a different time.
- 4.2. **Expressservice** – in the event of an Emergency, steps to rectify the fault are initiated within 6 hours of receipt of the Request
- 4.3. **Expressrepair** – remedy the defect or put the equipment into replacement operation within 7 days of the commencement of the resolution of the Requirement, either by replacing the part or by loaning an equivalent part. For an Emergency, the time limit for commissioning is 48 hours. Express Repair shall be used in the event that the equipment would take longer than the stated time limits to repair.
- 4.4. **Revision** – this is an electrical inspection of the equipment, the frequency of which will be determined on the basis of the relevant standards and the Customer's requirements
- 4.5. **Inspection** – it is an inspection and functional test of the equipment, the frequency of which is determined on the basis of the Contractor's recommendations and the Client's requirements
- 4.6. **Update** – it is the provision of an updated or new version of the software via the web portal or other agreed means. This service does not include installation of the software.

The software versions primarily contain:

- Legislative changes
- Continuously updated and extended standard functions
- Extended general functionality according to the development plan
- Modifications due to changes in information technology
- Corrections to eliminate specific defects

Updates are a mandatory part of the software throughout its use. It is ordered for an indefinite period together with the software license. The validity of the Update is from the date of activation of the license (issuance of the tax receipt). In the event of non-payment of the fee, it will be suspended until payment is made.

When the Update service is renewed and has not been valid for more than 12 months, a fee for the software upgrade to the current version will be added to the service price according to the current price list and the new validity of the service will be from the date of the tax invoice.

The service may be terminated at the Customer's request at the end of the period for which the service is paid.

The Contractor shall be released from liability for the functionality of the software as well as for its correct compatibility with the applicable generally binding legal regulations in the event that the Customer terminates the Update Service or fails to meet the agreed payment terms.

4.7 Free Technical Support - is provided free of charge in accordance with clause 3.3 of these Terms and is intended to address standard Requests relating to the normal operation and use of the Products or Systems (hereinafter referred to as the Product).

These include:

- Consulting services relating to routine work with the Product
- assistance with changes and adjustments to the Product
- assistance with work methodology
- assistance in solving problems with the functionality, installation and configuration of the Product

The service is not intended for:

- implementation of the Product
- training of persons
- creation of analyses, design of system structure and architecture and integration with other software and equipment
- performance optimization and tuning
- configuration of PC users, servers and network environment
- service and programming work

The Contractor is not obliged to provide Technical Support free of charge if:

- The defect has been corrected by the release of a new version of the Software that the User has not installed
- The Applicant does not have basic knowledge of how to work with the Product
- The applicant does not have adequate training and certification
- The Product has been tampered with or incorrect parameters or settings have been used
- Errors in the operation or use of the Product were contrary to the documentation

The service is provided during Business Hours at the Contractor's location through:

- web portal (HelpDesk)
- sending an email
- telephone connection (HotLine service)
- means of remote access to the User's computers or servers

If during or after the resolution of the Request it is proven that it does not fall within the conditions for providing free Technical Support, it will be charged based on the total resolution time for each 30 minutes started according to the valid price list of services.

Provider reserves the right to discontinue providing Updates for any version of the Software Product except the most recently released version, or for use of the Software Product in conjunction with non-current versions of operating and database systems, web browsers and other third party software.

5. Privacy Policy and Code of Conduct

5.1. EFG CZ spol. s r.o., ID No. 25649876 (the administrator and processor) processes the personal data of the subjects in accordance with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

5.2. Personal data is processed solely for the purpose of

- the performance of acts connected with the business relationship,
 - the performance of the obligations of the business, service and system support services,
 - sending commercial, marketing and technical messages and information about products, new software versions or other services exclusively related to the Contractor's activities. EFG CZ spol. s r.o. may use the services of third parties to send messages via e-mail. Only the e-mail address of the entity will be provided to the third party for this purpose,
 - monitoring and evaluation of user access to web portals and applications operated by EFG CZ spol. s r.o. for the purpose of developing and improving their functionality.
- 5.3. Personal data is stored in the Czech Republic on a secure server of EFG CZ spol. s r.o. The processing and storage of data of Aktion CLOUD users is specified in Annex 3 of the GTC Article 7.
- 5.4. Personal data is processed in the scope of name, surname, e-mail address, telephone number, job position. The portal is used to keep records www.ecare.cz
- 5.5. Personal data shall be retained for the duration of the mutual relationship until the settlement of all mutual relations or until the necessary archiving of the data. The data will be deleted no later than 2 years after the end of the performance of the reciprocal relationship. For security reasons, eCare login accounts will be automatically deleted 2 years after the last login.
- 5.6. Personal data entered by users when registering to the www.ecare.cz portal, users can check, edit or delete their data on the eCare portal in the Personal Data section. Their processing history is also available here. By deleting the data, consent to its processing is automatically withdrawn. If deletion is not technically possible or if the user (data subject) is not sure what other personal data is being processed, he or she can request a check or withdraw consent to processing by contacting technical support. In the event of a request for erasure or withdrawal of consent to processing, the personal data will be erased from the contractor's production systems within a maximum of 1 month. Data from DB backups will be deleted for technical reasons within 12 months at the latest.
- 5.7. If the Customer enters personal data of other data subjects - its customers or partners - into the ecare portal, or if users register themselves under the Customer's entity, the Customer becomes the controller of these data. EFG CZ spol. s r.o. has the right to process these data in the same manner and to the same extent as the Customer's data.
- 5.8. EFG CZ spol. s r.o. has the right to process personal data of persons contained in production or test databases of software products that it operates within the scope of providing services (Aktion CLOUD) or in local systems to which the customer or user allows access (locally, VPN, TeamViewer, etc.). In the case of copying data from the user's local server to the server of EFG CZ spol. s r.o., the data will be transferred in pseudonymised form, unless otherwise agreed. The processing of personal data consists in their
- collection,
 - automated processing for the purposes of the controller
 - storage for analysis, consulting and service purposes
 - transmission to outputs and reports for the user's needs
 - customisation
 - resolving errors, improving product features
 - other product-related activities
- The data will be deleted within 1 month after the end of the reason for processing. EFG CZ spol. s r.o. undertakes to:
- no to disclose the personal data obtained to third parties, unless it has been expressly instructed to do so in advance by the customer or user,
 - not to delegate the processing of personal data to other persons (additional processors),
 - to process personal data only for the purposes expressly defined in these terms and conditions and in no case to process it for its own purposes,
 - process personal data only in accordance with documented instructions from the Customer, including in relation to the transfer of personal data to a third country or international organisation,
 - provide the Customer or the Controller with all necessary assistance that it may need to carry out consultations with the Data Protection Authority or other administrative or supervisory authorities,
 - provide the customer with any information that the customer may need to demonstrate compliance with its obligations as controller or processor of personal data
- 5.9. The Contractor's contact person for data breach notification and other related communications is listed at www.efg.cz/kontakt.

6. Other and final provisions

- 6.1. As a result of software development, the Customer undertakes to update the parameters of the technical equipment and the software platforms used so that they meet the required technical parameters and supported platforms as defined in the current documentation of the respective software.
- 6.2. In the event of delay in payment by the Client, the Contractor is entitled to suspend the provision of services.
- 6.3. The parties are entitled to fulfil their obligations through third parties without the written consent of the other party, but shall be liable as if they had fulfilled them themselves.

License agreement

1. Introductory provision

- 1.1. The Licence Agreement is a contract between the end user (hereinafter referred to as the User) of the Software Product and EFG CZ spol. s r.o., company ID: 25649876, with registered office at Zelený pruh 1560/99, Praha 4, 140 00, registered in the Commercial Register kept by the Municipal Court in Prague, section. C, No. 58052 (hereinafter referred to as the Provider), in accordance with § 65 et seq. of Act No. 121/2000 Coll. (Copyright Act) and § 2358 et seq. of Act No. 89/2012 Coll. (Civil Code). The Provider is the exclusive holder of the copyright and ownership rights to the Software Product, the trade name of which is Aktion
- 1.2. The License Agreement is concluded upon installation or registration of the Software Product or transfer of the license, whichever occurs first.
- 1.3. By entering into the License Agreement, the User agrees to the terms and conditions of this License Agreement. If the User does not agree to these terms, the User is not entitled to use the Software Product.

2. Grating of the license, related provisions

- 2.1. The Provider grants a non-exclusive right to use the Software Product for the entire term of the License Agreement.
- 2.2. The scope of the license, its possible use, and any time and functional limitations are defined in the license document upon purchase. The user has the right to install and use it within the defined scope. The purchase of the license is not a sale of the Software Product, but the right to use it. Use of the Software Product in excess of the limitations is illegal and may be prosecuted in accordance with the law.
- 2.3. The User purchases the right to use the Software Product to the extent and with the capabilities contained in the Software Product on the date of purchase. The purchase of the right to use the Software Product does not entitle the User to any changes to the Software Product issued after the date of purchase.
- 2.4. The software and computer systems on which the Software Product is to be installed must be in accordance with the technical specification of the Software Product installation conditions, listed on the Provider's website. There must not be installed programs or devices that could affect the functionality and stability of the Software Product and must be installed, maintained, operated and used by personnel with appropriate knowledge and skills. Only a certified person may implement the Software Product.
- 2.5. The Software Product is activated using a Product Code, which is included in each license purchased and is unique to that license for the duration of its use. The Software Product contains technological means that have been designed to prevent its use without a license. The Provider will use these means to confirm that the User is using the Software Product legally
- 2.6. The Software Product may require an occasional connection to an activation/licensing server for the purpose of reporting license usage or updating license parameters.
- 2.7. The license is non-transferable without the express consent of the Provider.

3. Service and system's support

- 3.1. Service and System Support means the provision of the Software Product Update service and the possibility of using the standard Technical Support free of charge according to the "Terms of Service and System Support", which are available on the Provider's website and are an integral part of the License Agreement.
- 3.2. Service and System Support may be mandatory for some license types for the duration of the use of the Software Product. Its price is determined on the basis of the Provider's valid price list.

4. Approval to the storage and transfer of personal data

- 4.1. The User hereby authorizes the Provider to transmit, process and store data that can identify the User in connection with the exercise of the rights under this license. The Provider shall not obtain any personal data of other persons from computer systems without the User's knowledge during the aforementioned process. If it is necessary to obtain data for the purpose of service activities (modification, repair or improvement of the software product), it will be obtained exclusively in pseudonymised form and will be handled in accordance with the principles of data protection and the code of conduct set out in Annex 1 of the GTC in Article 5.
- 4.2. The User agrees that the Provider shall use its own means to check whether the User is using the Software Product in accordance with this License. The User also agrees that during the period of communication of the Software Product with the Provider's computer systems, data may be transmitted in order to ensure the functionality and legitimacy of the use of the Software Product.
- 4.3. The User agrees that the Provider or the Reseller may collect and use technical information obtained in any way as part of any support services provided for the Software Product related to the Software Product.

5. Warranty conditions

- 5.1 The Provider is responsible for the fact that the Software Product coincides in its essential aspects with the functional characteristics that are specified in the User Documentation.
- 5.2. The absence of or differences in features or functions from the User Documentation shall not be considered a defect and the User shall not be entitled to any liability for defects or to withdraw from the License Agreement on this account.
- 5.3. The registration of the User on the Provider's website is a condition for the entitlement to the guarantee. The Provider is only responsible for the functionality of the current versions of the Software Product, which can only be accessed by registered Users after payment of the price of the licenses, respectively Service and system support. The Software Product is guaranteed for the entire period during which the User regularly updates the Software Product to its current version via the Update Service. The Provider shall not be liable for defects in older versions of the Software Product or for their possible incompatibility with new software or hardware. The Provider is not obliged to perform Technical Support, development or maintenance of older versions of the Software Product.
- 5.4. Warranty claims will not arise if the defect in the Software Product was caused by force majeure, accident, misuse or improper use, or use on improper or infected hardware, or in combination with other software that adversely affects the behavior of the Software Product, or that the Software Product is operated on a computer in conjunction with third-party programs that by their function or nature prevent the Software Product from behaving properly, or that it is operated on a misconfigured computer or in a misconfigured computer network environment.
- 5.5. The User is obliged to regularly perform data backups and archiving, including checking the error-free backups. The Provider shall not be liable for loss or damage to data that has not been properly backed up.
- 5.6. The warranty does not apply to royalty-free distributed versions of the Software product.

6. Liability for damages

- 6.1. The Provider shall be liable for proven damage caused by the breach of its obligations. The Provider shall not be liable for the loss of profit of the Licensee. The Provider shall be liable for actual damages up to a maximum of the price for the Software Product paid upon acquisition of the license.

7. Checking the fulfilment of the obligations

- 7.1 By concluding the License Agreement upon installation and/or registration of the Software Product, the User grants consent to the Provider to collect and process data on the performance of the User's obligations under the License Agreement, or related agreements, between the conclusion of the License Agreement and its termination.
- 7.2. Upon confirmation of the License Agreement, the Provider shall be entitled to send information regarding the Software Product and related services and products, both in written and electronic form, in the form of a commercial communication. This consent may be revoked at any time by the User via the www.ecare.cz portal.

8. License termination

- 8.1 The License Agreement may be terminated by agreement between the Provider and the User. In case of breach of this agreement by the User, the Provider is entitled to withdraw from this agreement in writing. The withdrawal shall take effect upon delivery to the User. Termination of the License Agreement shall not affect the Provider's right to payment of the licence price, if the licence was granted for consideration, or the right to compensation for damages.
- 8.2. Upon termination of the License Agreement, all rights to use the Software Product granted to the User shall terminate. In this case, the User must completely remove all installations of the Product from all of its computers no later than the date of termination of the right of use.

9. Final provisions

- 9.1. The License Agreement is subject to the laws of the Czech Republic and is concluded in accordance with the Civil Code, the Copyright Act and other related regulations. In the event of a dispute, the Czech court shall decide according to Czech law.
- 9.2. The terms of the License Agreement and this License Agreement shall also apply to updates, add-ons, add-on components, if any, and service components of the Software Product, unless otherwise indicated on the update, add-ons, add-on components and service components.
- 9.3. The Software Product delivered with this License Agreement is the property of the Provider. The Software Product is protected by the copyright laws of the Czech Republic, the provisions of international treaties and all other applicable laws.

Aktion CLOUD Terms and Conditions

1. Introductory provisions

- 1.1. The provision of the Aktion CLOUD service (hereinafter referred to as the "Service") is governed by the General Terms and Conditions, which form an integral part of the Contract, concluded between EFG CZ spol. s r.o., company ID No.: 25649876, with registered office at Zelený pruh 1560/99, 140 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague, sec. C, No. 58052 (hereinafter referred to as the Provider), which provides services under the Aktion trademark, and a legal or natural person or any other public or private entity listed as a customer in the order form (hereinafter referred to as the Customer). Together they are defined as the "Parties".
- 1.2. These Terms and Conditions govern the rights and obligations of the Service in relation to the Provider's General Terms and Conditions ("GTC"), which are available in their current version on the website www.efg.cz, and in the event of a conflict in the regulation of the same issue, these Terms and Conditions shall prevail over the general regulation of the GTC.
- 1.3. By ordering the Service, the Customer, as well as the Provider, agrees to be bound by the Terms and Conditions set out below as if these Terms and Conditions were printed and signed in the form of a contract.
- 1.4. Other arrangements between the Provider and the Customer shall be governed by the GTC and their Annexes 1 and 2 in matters not expressly provided for herein.

2. Definition of terms

- 2.1. Order form - a process in which the Customer provides all the required data and sends to the Provider via the website www.dochazkaonline.cz or www.firemnadochadzka.sk, or which the Customer signs and sends in another way guaranteeing the identification and unmistakability of the Customer, constitutes a formal request for the establishment of the Service.
- 2.2. Aktion CLOUD service - a service provided by the Provider that enables the Customer to use the information system software, includes regular software upgrades, automatic data backups and technical support.
- 2.3. Service activation - instruction to generate the first invoice and make the Service permanent
- 2.4. Deactivation of the Service - permanent cancellation of the Service (account)
- 2.5. Active Service - Service fully functional for the selected period
- 2.6. Inactive Service - temporary suspension of the functionality of the Service. It may be used in case the Customer fails to fulfil his/her financial obligations properly or seriously violates the Terms and Conditions.
- 2.7. Confidential Information - information relating to the Provider or designated or classified by the Provider as proprietary or confidential and provided to the Customer in connection with the Contract, or information relating to the Provider which by its nature, content or circumstances would normally be considered confidential. In particular (but not limited to and not limited to) all information and data on activities, parameters, configurations and technical information relating to the Service, quotations, audit or security reports or development plans for the Service shall be deemed to be confidential information.

3. Subject of the contract

The subject matter of the Contract is the provision of the Service on the technical and financial terms and conditions in force at the time of conclusion of the Contract, which are the content of this Contract.

4. Conclusion of the contract

- 4.1. The Contract is concluded by activating the Service or by sending the Order Form.
- 4.2. By concluding the Contract, the Customer accepts the GTC and these Aktion CLOUD Service Terms and Conditions.
- 4.3. The Service can be Activated or Deactivated within a 30 day period. If this is not done, the Activation of the Service will take place automatically after 30 days from the order, i.e. from the sending of the Order Form.

5. Price arrangements and method of payment

- 5.1. The price is determined by the valid Aktion CLOUD Price List, which is available on the website www.dochazkaonline.cz, or on the website www.firemnadochadzka.sk or on the Provider's customer portal - www.ecare.cz.
- 5.2. The Provider is entitled to change the Terms and Conditions and Prices of the Services offered due to the introduction of new functionality of the Service or inflation.
- 5.3. The first payment for the Service shall be made by the Customer after Activation. The Service becomes Active upon payment (in the sense of crediting the Provider's account).
- 5.4. The Customer agrees to make further payments for the Service as part of its regular service billing.

- 5.5. The first payment for the Service and subsequent payments shall always be made for the relevant period in advance. The length of such period shall be 1 month or 1 year.
- 5.6. The Customer shall pay for the Services against the tax receipts delivered by the Provider (unless otherwise specified in advance) to the Provider's account no later than the due date specified on the tax receipt. The Customer is obliged to indicate the valid variable symbol that appears on the tax invoice.
- 5.7. By entering an incorrect variable symbol, the payment may be deemed not to have been made. The Customer shall be fully liable for damages caused by the incorrect variable symbol.
- 5.8. If payment for the Service is not made or credited within 20 calendar days of the due date, this shall be considered a serious breach of the Terms and Conditions and the Service may be suspended and become an Inactive Service.
- 5.9. Resumption of the provision of the Service is only possible after all outstanding amounts have been demonstrably paid.
- 5.10. The resumption of the provision of the Service shall be subject to a one-off fee of CZK 1,000.00 excluding VAT.
- 5.11. The Service is Deactivated after more than 365 days of Inactive Service.

6. Licences and owner ship

- 6.1. The software supplied as part of the Service belongs to the Provider. The Customer has only the right to use the software supplied within the Service in accordance with these GTC. After termination of the Service and termination of the Agreement, the data backed up by the Customer shall be the Customer's property.
- 6.2. The size of the licence may be changed at any time during the term of the Service. The change of the licence size shall be billed on the date of the change, according to the selected period. The price of the licence is subject to the applicable Price List, see clause 5.1. of the Terms and Conditions.

7. Service availability

- 7.1. The Service is provided 24 hours a day, 365 days a year. The Provider undertakes that the minimum availability of the Service is 99.9%, i.e. the Service is operational for at least 99.9% of the operating time.
- 7.2. The Provider is not responsible for 100% availability of the Service on the Internet network due to the fact that this network is decentralised and without third party guarantees. The Service may be susceptible to limits, delays and other problems caused by the use of the Internet and electronic communications. The Provider shall not be liable for such delays, system errors or other damage arising from such limits.
- 7.3. The availability of the Service does not include maintenance time, which is preferably performed outside of business hours (usually between 6:00pm-6:00am) usually once a month. As part of maintenance, the Supplier reserves the right to technical downtime of the server or applications of up to 12 hours.
- 7.4. The availability of the Service shall also not include the failure of the internet connection by the Customer or third parties.
- 7.5. The Service may be unavailable during maintenance periods.

Customer's data

- 7.6. The Provider is the Processor of personal data in the sense of processing the stored data for individual attendance and access controllers using Aktion CLOUD. The Provider guarantees that the data stored in the system is managed exclusively within the EU member states and using technical tools in accordance with the GDPR. The Aktion CLOUD system is operated on the Microsoft Azure platform: <https://www.microsoft.com/en-us/TrustCenter/CloudServices/Azure/GDPR>
- 7.7. The Provider undertakes to delete all Customer data within 30 days of the termination of the Service.
- 7.8. Upon deactivation of the Service, the Customer may request the export of his/her data. The Provider will export the Customer's data in such a way that is technically feasible.
- 7.9. If the Service is terminated by the Customer, the Customer may request an export of the data no later than upon termination of the Service. The data export will be made on the date of termination of the Services.
- 7.10. If it is a termination of the Service by the Provider, the Customer may request a data export no later than 30 days prior to the termination of the Services. The data export will be made on the date of termination of the Services.
- 7.11. The Provider may require financial consideration for the export of data.

8. Personal data protection

- 8.1. The Provider processes personal data in accordance with REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 8.2. The Code of Conduct for the processing of personal data is set out in Annex 1 of the GTC in Article 5.8.
- 8.3. In the case of the use of biometrics (sensors), the Provider guarantees that the biometric system does not store any dactyloscopic data on the CLOUD server - fingerprint images, facial scans or other biometric identification data of persons. The system works exclusively on the principle of converting biometric data into a numerical expression of a

"numerical template", in order to create a unique numerical identifier that cannot be misused by another person. The conversion to a numerical representation is always carried out within the technological sensor directly on the sensor, which does not allow a backward reconstruction to biometric data. The templates are not freely readable in the DB, where other personal data are stored.

- 8.4. In the Aktion CLOUD system, the Provider allows the administrator to store individual records of persons in pseudonymised form. This means that a person with a generated identifier according to the fingerprint template can be stored in the software without name and surname, e.g. only under a numerical code.

9. Support and technical consulting

- 9.1. Technical support, which is part of the service, is available during Business Hours on +420 222 746 303 or email podpora@efg.cz.
- 9.2. Other support options are set out in the Terms of Service and System Support, Annex 1 to the GTC.

10. Duration of the contract

- 10.1. The Contract is concluded for an indefinite period of time with the Parties having the right to terminate the Contract for the reasons and in the ways specified in Article 12.

11. Service interruption

- 11.1. The Provider is entitled to deactivate the Service in the event that the Customer fails to meet its financial obligations (as per clause 5.6). The Service will be reactivated if the reasons for which it was deactivated cease to exist.

12. Termination of service

- 12.1. The Customer has the right to terminate the Contract at any time without giving reasons. The termination of the Contract shall take place on the last day of the month in which the notice is given. In this case, the Provider shall not refund the payment made for the prepaid period.
- 12.2. The Provider has the right to terminate the Contract without giving any reason with a notice period of 3 months. The period of notice shall start on the first day of the month following the month in which the notice of termination is given. In this case, the Provider shall refund the pro rata part of the payment made for the period during which the Service was not provided, no later than 30 days after the termination of the Service.

13. Final provisions

- 13.1. The Customer agrees that the Provider is not liable for damages caused by force majeure or events beyond its objective control, including the actions of third parties.