

General Terms and Conditions

1. Introductory Provisions

- 1.1 These General Terms and Conditions (hereinafter referred to as **the 'GTC'**) govern the rights and obligations of **EFG CZ spol. s r.o.**, with its registered office at Zelený pruh 1560/99, Prague 4, postcode 140 00, Company Registration Number 25649876, VAT Number CZ25649876, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 58052 (hereinafter referred to as **the "Contractor"**), and its contractual partners (hereinafter referred to as **the "Client"**) in the conclusion and performance of contracts for work, service contracts, customer contracts, purchase agreements and other contracts, the subject matter of which is, in particular, the supply of equipment, software, cloud services or the provision of related services (hereinafter referred to as **the "Contract"**).
- 1.2 These GTC form an integral part of every Contract concluded between the Contractor and the Client, provided that they are referred to in the Contract, a customer contract, a quotation, an order or any other document on the basis of which the Contract was concluded. By accepting a quotation, confirming a purchase order or concluding a customer contract or other Contract, the Client confirms that they have read these GTC and agree to their application.
- 1.3 The following annexes form part of these GTC:
- Annex 1 – Terms and Conditions of Service and System Support,
 - Annex No. 2 – Licence Agreement,
 - Annex No. 3 – Terms and Conditions for the Provision of the Aktion CLOUD Service,
 - Annex No. 4 – Data Protection for Implementation and Service Support,
 - Appendix No. 5 – Personal Data Protection for the Aktion CLOUD Service.
- 1.4 In the event of any conflict between the provisions of these General Terms and Conditions and any of their annexes, the provisions of the relevant annex governing the matter in question shall prevail. In the event of any conflict between the provisions of the Contract and these General Terms and Conditions, the provisions of the Contract shall prevail.
- 1.5 Rights and obligations not expressly governed by the Contract or these GTC shall be governed, in particular, by Act No. 89/2012 Coll., the Civil Code, as amended, and other generally binding legal regulations of the Czech Republic.

2. Conclusion of the Contract

2.1 Offer

A proposal to conclude the Contract (hereinafter referred to as the "Offer") shall normally be submitted by the Contractor in writing, in particular in paper form or by email. The Offer shall include, in particular:

- identification of the contracting parties,
- a specification of the subject matter of the contract,
- the price or the method of determining it,
- the validity period of the Offer, if specified,
- any other terms and conditions.

An offer does not constitute a public proposal to conclude a contract under Section 1732 of the Civil Code.

2.2 Acceptance of the Offer

The contract is concluded at the moment the Contractor receives unconditional acceptance of the Offer within its period of validity. By confirming the Offer, the Client simultaneously confirms that:

- has read these General Terms and Conditions,
- understands their content,
- agrees to their application.

2.3 Acceptance of the Offer with Reservations

Acceptance of a Quotation containing additions, reservations, restrictions or other amendments shall be deemed a rejection of the Quotation and, at the same time, a new proposal to conclude the Contract. The Contractor hereby excludes in advance the acceptance of a Quotation containing an addition or deviation within the meaning of Section 1740(3) of the Civil Code. In such a case, the Contract shall be concluded only if the Contractor confirms the proposed changes in writing.

2.4 Commencement of performance prior to the signing of the Contract

If the Client requests the commencement of performance prior to the conclusion of a written Contract and the Contractor agrees to this, the Contract shall be deemed to have been concluded at the moment performance commences. In such a case, the contractual relationship shall be governed by:

- the Quotation,
- these General Terms and Conditions,
- and any further written correspondence between the contracting parties.

2.5 Form of communication

Communication carried out via the following shall also be deemed to be in writing:

- electronic mail,
- a data box,
- a customer portal operated by the Contractor,
- an electronic signature in accordance with the relevant legislation.

2.6 Authorisation to act

The Client is responsible for ensuring that the person ordering the services on its behalf or confirming the Quotation is authorised to do so. The Contractor is entitled to reasonably rely on the authorisation of the person acting on behalf of the Client, unless the circumstances of the case indicate otherwise.

2.7 Orders

Orders may be placed:

- in writing,
- by email,
- via the customer portal,
- in any other manner agreed between the parties.

An order must include at least the identity of the Customer and a specification of the required service.

2.8 Changes to the order

The Client may request a change to the order only until the commencement of performance. Once performance has commenced, a change is possible only with the Contractor's written consent. If the change affects the price or the performance deadline, the contracting parties shall conclude an amendment to the Contract or confirm the change in writing by other verifiable means.

3. Subject-matter of the Contract, performance of the Work and amendments to the Contract

3.1 Subject-matter of the Contract

The subject matter of the Contract is the Contractor's obligation to carry out for

the Client, in a proper and timely manner, the agreed Work or to provide the agreed services, or to supply goods or software, as the case may be, and the Client's obligation to accept the performance duly provided and to pay the agreed price. The scope of the Work is defined in particular by the Contract, the Tender, the project documentation, the technical specifications or other documents to which the Contract refers.

3.2 Changes to the scope of the Work (additional work and reduced scope)

If, during the performance of the Work, the Contractor identifies a need to carry out work or make deliveries that were not included in the agreed scope of the Work (additional work), without which the Work cannot be duly completed or the performance of which is necessary from the point of view of safety, functionality or the Client's requirements, the Contractor shall notify the Client of this fact without undue delay. The Contractor shall submit to the Client a proposal to amend the scope of the Works, including the impact on the price and the completion date. Additional works shall be carried out following their written approval by the Client. Confirmation via email or the customer portal shall also be deemed to be in writing.

3.3 Urgent work

Where circumstances require urgent work to be carried out for the purpose of:

- preventing damage,
- rectifying an emergency situation,
- protecting health or property,
- fulfilling a legal obligation,

the Contractor shall be entitled to carry out such work even without the Client's prior written consent. The Client shall be obliged to pay a reasonable price for such work.

3.4 Cooperation by the Client

The Client is obliged to provide the Contractor with all the assistance necessary for the proper performance of the Work, in particular:

- to allow access to the site of performance,
- to ensure access to electricity, data networks and other necessary utilities,
- to ensure safe access for the Contractor's staff,
- to hand over the necessary documentation,
- to designate a contact person authorised to act during the execution of the Work.

Any delay on the part of the Client in providing such cooperation shall extend the performance period by the duration of such delay.

3.5 Inappropriate instructions from the Client

If the Contractor discovers that the Client's instructions or the supporting documents supplied by the Client are unsuitable or may lead to defects, delays or damage, the Contractor shall notify the Client of this fact without undue delay. If, despite being notified, the Client persists with its instructions, the Contractor shall not be liable for defects or damage caused exclusively by those instructions.

3.6 Deadlines

The performance deadlines specified by the Contractor shall be binding only if they are expressly designated as binding in the Contract. In all other cases, they are indicative. The Contractor is obliged to exercise due care to ensure that the notified deadlines are met.

3.7 Hindrances on the part of the Contractor

The period during which the Contractor was unable to perform for the following reasons shall not be included in the performance period:

- force majeure,
- interruption of supplies from the manufacturer,
- unavailability of spare parts,
- intervention by public authorities,
- power cuts,
- cyber-attacks,
- other unforeseeable circumstances beyond its control.

The deadline for completion of the Work shall be extended by the duration of these obstacles.

3.8 Obstacles on the part of the Client

If the Client fails to provide the agreed cooperation or is in arrears with the payment of an advance or any other outstanding amount, the Contractor shall be entitled to:

- suspend the performance of the Work,
- to extend the performance deadline by a reasonable period,
- to claim reimbursement of costs incurred as a result of the suspension of work.

During the period of suspension, the Contractor shall not be in default.

3.9 Advance payments

Where an advance payment has been agreed, the Contractor shall not be obliged to commence or continue performance until such payment has been duly made.

3.10 Transfer of title

Unless otherwise agreed in the Contract, title to the delivered items shall pass to the Client only upon full payment of the price. The risk of damage to the items shall pass upon acceptance of the Work.

3.11 Partial performance

The Contractor is entitled to deliver the Work in instalments, provided that the nature of the Work permits this. The Client is obliged to accept individual instalments, provided that they are not marred by material defects.

3.12 Delivery Terms

Where the performance includes the supply of goods, the Contractor shall be solely responsible for arranging their transport to the place of delivery, using a carrier of its choice. The place of delivery is the address specified in the Contract or the order. The costs of transport and packaging shall be borne by the Client, unless otherwise agreed in the Contract.

4. Handover and Acceptance of the Work

4.1 Completion of the Work

The Work is deemed completed if it has been carried out to the extent agreed in the Contract and is fit for its intended purpose or, where applicable, its customary purpose. The Work may contain minor defects or omissions which, either individually or collectively, do not prevent its safe and proper use. Such defects or omissions do not affect the completion of the Work or the Contractor's entitlement to payment of the price of the Work.

4.2 Handover of the Work

The following shall be drawn up in particular regarding the handover and acceptance of the Work:

- a handover report,
- a service report,

- an installation report,
 - order form,
 - a delivery note,
- or any other document evidencing the scope of the work carried out. The document may be signed in paper or electronic form.

4.3 Handover report

The handover report shall include, in particular:

- the reference number of the Contract,
- the date of handover,
- the scope of the Work carried out,
- any defects or outstanding work identified,
- the deadline for their rectification, if agreed,
- the signatures of the contracting parties or their authorised representatives.

4.4 Acceptance of the Work

The Client is obliged to accept the completed Work without undue delay upon request by the Contractor. The Client may refuse acceptance only if the Work exhibits material defects preventing its safe or proper use. Minor defects or aesthetic imperfections which do not affect the functionality or safety of the Work shall not be considered material defects.

4.5 Deemed Acceptance

The Work shall be deemed to have been accepted on the date on which any of the following events occurred:

- The Client has refused acceptance without good cause,
- The Client failed to attend the handover without giving any reason, despite having been demonstrably invited to take delivery,
- the Client begins to use the Work or a substantial part thereof,
- the Client prevents the handover from being completed through their actions or omissions.

In such cases, the risk of damage to the Work shall pass to the Client.

4.6 Rectification of defects

If minor defects or outstanding work are discovered at the time of handover, they shall be recorded in the handover report. The contracting parties shall simultaneously agree on a reasonable deadline for their rectification, taking into account their nature, the availability of materials and the technical possibilities. The rectification of these defects shall not constitute grounds for refusing to accept the Work.

4.7 Partial handover

Where the nature of the Work or the Contract so requires, the Contractor shall be entitled to hand over individual parts of the Work in stages. The provisions of this Article shall apply mutatis mutandis to each partial handover.

4.8 Transfer of risk of damage

The risk of damage to the Work shall pass to the Client:

- upon acceptance of the Work,
- or at the moment when deemed acceptance occurs in accordance with Article 4.5.

Ownership is governed by Article 3.10 of these General Terms and Conditions.

4.9 Authorised Persons

Any person is authorised to confirm handover on behalf of the Client who:

- is listed in the Contract as a contact person,
- is authorised to manage the implementation,
- has accepted the Work without reservation,

- or, based on the circumstances of the case, reasonably acts as a person authorised to act on behalf of the Client in the execution of the Work.

4.10 Invoicing

Unless otherwise agreed in the Contract, the Contractor shall be entitled to issue the final tax invoice on the date of:

- the handover of the Work,
- or on the date on which deemed acceptance occurred in accordance with Clause 4.5.

5. Price of the Work and Terms of Payment

5.1 Price of the Work

The price of the Work is set out in the Contract or the Quotation. The price may be agreed:

- as a fixed price,
- on the basis of a budget,
- as an estimated price,
- based on the work actually carried out and the materials supplied.

Unless expressly stated otherwise, all prices are quoted exclusive of VAT.

5.2 Price determined by estimate

Where the price is determined by estimate, the final price shall be determined on the basis of the actual scope of work carried out, the materials supplied and other costs necessary for the proper execution of the Works. If the Contractor ascertains that it will be necessary to exceed the estimated price by more than 15 per cent, it shall notify the Client of this fact without undue delay, including the reasons and the estimated new price. Upon receipt of such notification, the Client is entitled to proceed in accordance with Section 2612 of the Civil Code. If the Client does not withdraw from the Contract without undue delay following receipt of the notification, they shall be deemed to have agreed to the price increase.

5.3 Additional work

Additional work shall be invoiced in accordance with the agreed unit prices or in accordance with the Contractor's current price list, unless otherwise agreed. If it is not possible to determine the price of the additional work in advance, it shall be determined on the basis of the costs actually incurred.

5.4 Price List

Unless a price has been agreed, the Contractor's current price list or quotation valid on the date of performance of the relevant work shall apply.

5.5 Costs not included in the price

Unless otherwise agreed or stated in the Contract/quotation, the price does not include, in particular:

- transport,
- parking fees,
- accommodation,
- work outside normal working hours,
- on-call call-outs,
- work on Saturdays, Sundays and public holidays,
- third-party costs,
- administrative and similar charges.

These costs will be charged on an actual cost basis or in accordance with the current price list.

5.6 Invoicing

The contractor is entitled to issue:

- a pro forma invoice,
- interim invoices,

- a final invoice.

Unless otherwise agreed, the right to issue a final invoice arises on the date of handover of the Work or on the date on which deemed acceptance occurred in accordance with Clause 4 of these General Terms and Conditions.

5.7 Due Date

Invoices are payable **within 30 days of the date of issue**, unless otherwise stipulated in the Contract. The date of payment shall be deemed to be the date on which the relevant amount is credited to the Contractor's bank account.

5.8 Objections to Invoices

The Client is obliged to notify the Contractor of any errors in the tax document without undue delay, no later than 5 working days from its delivery. A valid objection to an invoice does not affect the obligation to pay the undisputed part thereof.

5.9 Default by the Client

If the Client is in default of payment of any due amount owed to the Contractor for more than 15 days, the Contractor shall be entitled, until such amount has been paid in full:

- suspend the performance of the Work,
- suspend the provision of maintenance, system or cloud services,
- suspend access to the customer portal,
- refrain from providing any further services ordered,
- reasonably extend the agreed performance deadlines.

During the period of interruption or suspension of performance, the Contractor shall not be in default and the agreed response, implementation or other guaranteed time limits shall not run. The Client is obliged to reimburse the Contractor for any reasonable costs incurred in connection with the interruption and subsequent resumption of performance.

5.10 Set-off

The Client is not entitled to unilaterally set off its claims against the Contractor's claims without the Contractor's prior written consent.

5.11 Withdrawal from the Contract

If the Client is more than 30 days in arrears with payment and fails to settle the outstanding amount even within an additional period of at least

10 days granted by the Contractor, the Contractor is entitled to withdraw from the Contract. Withdrawal shall not affect the right to payment for work already carried out, materials already supplied, or the right to compensation for damages.

6. Quality, liability for defects, warranty and complaints procedure

6.1 Liability for defects

The Contractor is liable to ensure that, upon handover, the Work complies with the Contract, the technical documentation and generally applicable legal regulations.

The Work is deemed to be defective in particular if:

- it does not correspond to the agreed scope,
- it is not fit for its usual or agreed purpose,
- it does not meet the agreed technical specifications,
- it has been carried out in breach of the Contract.

6.2 Quality guarantee

Unless otherwise stipulated in the Contract, the Contractor shall provide a quality guarantee for the Work for a period of:

- **24 months** for new equipment and newly completed Work,
- **6 months** for maintenance work,
- **6 months** for spare parts supplied during repairs,

- **12 months** for batteries, identifiers and other consumables.

The warranty period shall commence on the date of acceptance of the Work. The provision of the warranty is conditional upon full payment of the price of the Work.

6.3 The warranty does not cover

In particular, the warranty does not cover defects arising from:

- normal wear and tear,
- mechanical damage,
- incorrect operation,
- use contrary to the documentation,
- interference by a third party,
- unauthorised repairs,
- the use of unsuitable spare parts,
- faulty electrical wiring,
- defects in equipment supplied by the Client,
- force majeure,
- power surges,
- fire,
- floods,
- a cyber attack,
- defects in third-party software or hardware.

6.4 Obligations of the Client

The Client is obliged to:

- Inspect the Work without undue delay upon acceptance,
- use it in accordance with the instructions,
- carry out the prescribed maintenance,
- report any defects found without undue delay,
- prevent further damage from occurring.

If the Client continues to use the defective Work in a manner that leads to further damage, they shall be liable for the damage thus caused.

6.5 Notification of a complaint

A complaint must be lodged without undue delay after the defect has been discovered.

A complaint must contain at least:

- the Client's identification,
- the Contract or invoice number,
- a description of the defect,
- the date on which the defect was discovered,
- a contact person.

Complaints must be submitted via:

- the customer portal,
- email,
- in writing to the Contractor's registered office.

6.6 Cooperation in the event of a complaint

The Client is obliged to allow the Contractor:

- to inspect the Work,
- remote diagnostics,
- access to the equipment,
- to carry out tests,
- prepare documentation.

If the necessary cooperation is not provided, the time limit for handling the complaint shall be suspended.

6.7 Settlement of the complaint

If the Contractor finds that the complaint is justified, they shall rectify

the defect within a reasonable time, taking into account:

- the nature of the defect,
- the availability of spare parts,
- technological capabilities,
- the Client's operating conditions.

Unless the nature of the defect prevents it, the Contractor may, instead of carrying out repairs:

- supply a spare part,
- replace the equipment,
- provide another technically equivalent solution.

6.8 Unjustified complaint

If a complaint proves to be unjustified, the Client is obliged to reimburse the Contractor for the reasonable costs incurred in investigating it, in accordance with the current price list.

6.9 Limitation of liability

The Contractor shall not be liable for loss of profit, indirect or consequential damages, loss of data, interruption of operations, or damages arising from the continued use of defective equipment or a system after the defect has been identified or notified to the Client, provided that such a limitation is permitted by law. The Contractor's total liability for damages arising in connection with a single Contract shall not exceed 50 per cent of the total price of the service agreed in the relevant Contract. In the case of Contracts concluded for an indefinite period or Contracts involving recurring performance, this limit shall be set at 50 per cent of the price paid or payable for the 12-month period immediately preceding the occurrence of the damage. The aforementioned limitations shall not apply to damage caused intentionally or through gross negligence, to damage to fundamental human rights, or in other cases where the limitation of liability is not permitted by law.

7. Delay, contractual penalties and debt recovery

7.1 Default by the Client

If the Client is in default of payment of a monetary obligation, it shall be obliged to pay the Contractor a contractual penalty amounting to **0.05 per cent of the amount due for each day of default or part thereof**, unless otherwise agreed in the Contract. This shall not affect the Contractor's right to statutory interest on late payment, provided that such interest has been agreed or arises under the law.

7.2 Compensation for Damages

Payment of the contractual penalty shall not affect the Contractor's right to claim damages in excess of the contractual penalty, should such damages have arisen.

7.3 Costs associated with enforcement

The Client is obliged to reimburse the Contractor for reasonable costs incurred in the enforcement of due and payable claims, in particular:

- costs of legal representation,
 - costs of out-of-court recovery,
 - court fees,
 - costs of enforcement proceedings,
- to the extent prescribed by law or actually incurred.

7.4 Contractor's Default

If the Contractor is in default of fulfilling an obligation for reasons for which it is responsible, and if a contractual penalty has been expressly agreed in the Contract, the Contractor shall be obliged to pay the Client a contractual penalty in the agreed amount. If no contractual

penalty for the Contractor's delay has been agreed, the rights of the contracting parties shall be governed by the relevant provisions of the Civil Code.

8. Final Provisions

8.1 Confidential Information and Trade Secrets

The contracting parties undertake to maintain confidentiality regarding all facts which they have become aware of during the conclusion or performance of the Contract and which are of a confidential nature. The following, in particular, shall be regarded as confidential information:

- trade secrets,
- technical documentation,
- project documentation,
- source codes,
- system configurations,
- security measures,
- quotations,
- pricing terms,
- business strategies,
- know-how,
- personal data,
- non-public information about customers.

The duty of confidentiality shall continue for a period of **5 years** after the termination of the contractual relationship, unless a longer period is stipulated by law.

8.2 Force majeure

A contracting party shall not be liable for any delay or breach of its obligations if these were caused by circumstances of force majeure.

Force majeure shall include, in particular:

- natural disasters,
- fire,
- floods,
- epidemics or pandemics,
- war,
- terrorist attack,
- civil unrest,
- strike,
- power cuts,
- disruption to supply chains,
- intervention by public authorities,
- large-scale cyber attacks,
- other unforeseeable circumstances beyond the reasonable control of the contracting party.

The affected contracting party is obliged to inform the other party without undue delay of the occurrence and expected duration of such circumstances. For the duration of the force majeure, contractual penalties for delays caused by these circumstances shall not accrue.

8.3 Electronic communication and service of documents

The contracting parties have agreed that mutual communication may take place in particular via:

- electronic mail,
- data boxes,
- the customer portal,
- other electronic means of communication agreed between the parties.

Unless an earlier time of delivery is proven, a message sent by email shall be deemed to have been delivered on the next working day following its dispatch.

8.4 Amendments to the GTC

The Contractor is entitled to amend these GTC, their annexes and price lists as appropriate, in particular due to changes in legislation, inflation, changes in input prices, changes in technology, security requirements or the scope of services provided. Such amendments may also apply to long-term Contracts or Contracts involving recurring performance, in particular to maintenance, system, licensing and cloud services. The Contractor shall notify the Client of the new version or a link to its publication by email, via the customer portal or by any other agreed means at least 30 days before it comes into effect. The Client is entitled to reject the amendment and, for this reason, to terminate the relevant long-term service in writing no later than the day preceding the effective date of the amendment. In such a case, the Contract shall terminate on the date the amendment takes effect, unless otherwise agreed between the contracting parties. If the Client does not terminate the Contract within the specified period, the amendment shall be deemed to have been accepted. Amendments shall not affect one-off services that had already been ordered prior to their taking effect, unless the contracting parties agree otherwise.

8.5 Severability of Provisions

Should any provision of these General Terms and Conditions become invalid, ineffective or unenforceable, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace such a provision with a new one that most closely approximates the original in terms of its purpose and economic significance.

8.6 Assignment of Rights

The Client shall not be entitled to assign any rights or obligations arising from the Contract to a third party without the Contractor's prior written consent. The Contractor shall be entitled to assign claims arising from the Contract to a third party.

8.7 Governing Law and Dispute Resolution

Legal relationships not governed by the Contract or these General Terms and Conditions shall be governed by the laws of the Czech Republic, in particular the Civil Code. The contracting parties undertake to resolve any disputes primarily by amicable means. If no amicable resolution is reached, disputes shall be settled by the courts of the Czech Republic having subject-matter and territorial jurisdiction.

8.8 Entry into force

These General Terms and Conditions shall come into force on 1 August 2026. On the date they come into force, all previous versions of the General Terms and Conditions of EFG CZ spol. s r.o. shall cease to have effect.

Terms and Conditions of Service and System Support

1. Introductory Provisions

This document sets out the general terms and conditions governing the provision of Service and System Support for Products supplied by EFG CZ spol. s r.o. in cases where these terms and conditions are not governed by a contract or other contractual arrangement concluded between the Contractor and the Client, and defines the scope of services aimed at ensuring the smooth and trouble-free operation of these Products and eliminating risks associated with rapid developments, particularly in the field of information technology. Maintenance and System Support services are provided for a fee on the basis of the relevant contracts or purchase orders.

2. Definition of Terms

Update – the provision of new versions of software

Emergency situation – a fault whereby the Product is wholly or partially out of service, fails to perform its basic function, and cannot be restored to even partial or temporary operation

Implementation – the process of deploying Products, adapting them to the User's specific needs, creating documentation and training users

Client – has a direct contractual relationship with the Contractor

Partner – a company trained to install and implement the Products

Request – a request for Service or Technical Support

Reseller – has a contractual relationship with the User **Product** – hardware and software supplied by EFG CZ spol. s r.o.

Working hours – on working days from 7.00 am to 4.00 pm

PSSP – terms and conditions of service and system support

Service – includes services as set out in the price list **Service support** – includes support services in the field of service

System – a functional unit comprising Products **System Support** – includes services relating to the operation of systems

Technical support – a service for resolving requests via the Hotline, Helpdesk, email and remote access

User – the end user of the Products

Defect – the Product does not perform the functions specified in the documentation or produces incorrect results

Remote access – a service whereby a contractor's employee connects via a secure connection to the User's workstation and/or server.

Web portal – online customer support centre at: www.ecare.cz **Contractor** – EFG CZ spol. s r.o.

Applicant – an employee authorised to submit a Request

3. Terms and Conditions

- 3.1. Service support includes services related to the resolution of a Request, such as the Guaranteed Start of Resolution, the Expressservis service,

Express Repair, free transport for inspections and checks, and free technician travel time.

- 3.2. System support refers to the performance of regular inspections, checks and functional tests, as well as the provision of updates and technical support.

- 3.3. The Customer is entitled to free Technical Support for the relevant System provided they have a valid Inspection, Check-up or Update service, or where the System is under warranty.

- 3.4. The price of Service and System Support services does not include the costs of materials, equipment repairs, refurbishment, servicing or additional work. The price for such work will be determined in accordance with a quotation or the current price list for service provision.

- 3.5. The Request must be specific and must contain details enabling a response. Where necessary, the Client must provide assistance to the extent required to resolve the Request (ensuring access to designated premises, remote connection, sending the necessary files, etc.). For as long as the Client fails to provide the required cooperation – in particular, by failing to provide remote access, access to the premises, the presence of an authorised person, or other conditions necessary for resolving the Request – the agreed response and completion times shall not run.

- 3.6. Requests may be submitted via:

- the web portal at: www.ecare.cz
- by email to helpdesk@efg.cz
- a telephone call to: 222 746 303

Submission of the Request via the web portal is preferred. In the event of an Emergency outside Working Hours, the Request must **also** be submitted by telephone.

- 3.7. The time of receipt of the Request is deemed to be the moment of submission, provided this has been confirmed by the Contractor, or the time of the telephone call between the Applicant and the Contractor.

Submission must take place during the Contractor's working hours; for Clients with a guarantee of request resolution even outside working hours, it must be between 06:00 and 24:00; otherwise, the time of receipt of the request shall be deemed to be the nearest start of the specified time periods.

- 3.8. The time limit for confirming receipt of a Request is within 4 hours of submission. Should the Contractor fail to confirm receipt of the Request within the specified time, the Applicant is obliged to contact the Contractor by telephone.

- 3.9. The Contractor shall not be liable for Requests not submitted for technical reasons. If it is established that the failure to confirm receipt of the Request is not due to a technical fault, the time of receipt shall be deemed to be the time of submission. Otherwise, this time shall be the moment the Applicant and the Contractor make telephone contact.

- 3.10. For the purposes of diagnosing Faults or providing Technical Support, the Client shall grant the Contractor's staff Remote Access to the system in accordance with the Contractor's specifications. If the Client fails to grant such access, the Client shall bear all associated costs should the work be carried out by another agreed method. If the failure to provide remote access results in a delay in resolving the Request, the Contractor shall not be liable for such delay.

- 3.11. If the Contractor's staff are required to be present at the installation site to resolve the Request, this may only take place on the basis of a contract or purchase order. The Contractor is under no obligation to bear these costs.

- 3.12. The time at which the Contractor's employee arrives at the place of performance of the subject matter of the contract, or performs the first technical action aimed at rectifying the defect, or commences remote diagnostics (remote management, software repair, etc.), shall be deemed to be the time at which the resolution of the Request commences.

- 3.13. The time at which the defect is rectified shall be deemed to be the time of handover or notification of completion of the work to the Client's representative.
- 3.14. The time taken to resolve a Request depends on a number of factors, some of which are beyond the Contractor's control. The Contractor endeavours to resolve requests, as a rule, on the same day that the resolution process begins.
- 3.15. The Contractor does not provide Service and System Support for the Product to the User unless there is a contractual relationship with the User or unless otherwise specified. The Seller is obliged to provide support to the User.
- 3.16. Service and System Support services are paid for on the basis of invoices issued in accordance with the terms and conditions set out in the contract or purchase order.

4. Service and System Support Parameters

- 4.1. **Guaranteed Start of Resolution** – this is the time by which the resolution of a Request will commence from the time of its receipt. The service is provided as standard in the following options:

TODAY – resolution begins on the day the Request is received, provided it was received by 12:00 noon; otherwise, resolution begins the following day (Guarantee applies even outside working hours)

TOMORROW – resolution to commence on the next working day following receipt of the Request

WEEK – resolution begins within 7 days of the Request being received

NON-GUARANTEED – work commences at the earliest possible date subject to the Contractor's current capacity, with no guarantee of a specific start time. Requests are processed according to their severity, order of receipt and the availability of the necessary specialist resources.

- 4.2. **Express Service** – in the event of an emergency, steps to rectify the fault are commenced within 6 hours of the Request being received
- 4.3. **Express Repair** – rectification of the fault or restoration of the equipment to temporary operation within 7 days of the start of work on the Request, either by replacing the part or by lending an equivalent one. For an Emergency, the deadline for restoring operation is 48 hours. Express Repair applies in cases where the repair of the equipment would take longer than the specified timeframes.
- 4.4. **Inspection** – this refers to an electrical inspection of the equipment, the frequency of which is determined on the basis of the relevant standards and the Client's requirements
- 4.5. **Inspection** – this involves 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** – this is the provision of an updated or new version of the software via a web portal or by another agreed method. This service does not include the installation of the software.

Software versions primarily include:

- legislative changes,
- continuously updated and expanded standard functions,
- extended functionality of a general nature in accordance with the development plan,
- modifications resulting from changes in information technology,
- fixes addressing specific defects

Updates are a mandatory part of the software throughout its entire period of use. They are ordered for an indefinite period together with the software licence.

The validity of the Updates commences on the date of licence activation (issuance of the tax invoice). In the event of non-payment of the fee, the service will be suspended until payment is made. Upon renewal of the Update service, where it has not been valid for more than 12 months, a fee for upgrading the software to the current version, in accordance with the current price list, will be added to the service price, and the new validity period of the service will commence from the date of issue of the tax invoice. The service may be terminated at the request of the Customer at the end of the period for which the service has been paid. The Contractor shall not be liable for any defects, incompatibility or non-compliance with legal regulations arising from the Customer's termination of the Update service or failure to pay for it in full.

- 4.7. **Free technical support** – is provided free of charge in accordance with clause 3.3 of these terms and conditions 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').

This includes, in particular:

- consultancy services relating to routine work with the Product
- assistance with changes and settings to the Product
- assistance with working methods
- assistance with resolving issues relating to the Product's functionality, installation and configuration

The service is not intended for:

- Product implementation
- training of personnel
- the creation of analyses, the design of system structure and architecture, and integration with other software and devices
- optimising and fine-tuning performance
- configuration of users' PCs, servers and the network environment
- maintenance and programming work

The Contractor is not obliged to provide technical support free of charge in the event that:

- The fault has been rectified by the release of a new version of the Software, which the User has not installed,
- the applicant lacks basic knowledge of how to use the Product
- the requester lacks appropriate training and certification,
- an unauthorised modification has been made to the Product, or incorrect parameters or settings have been used for the Product,
- errors in the operation or use of the Product were contrary to the documentation.

The service is provided during working hours at the Contractor's premises via:

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

If, during or after the resolution of a Request, it transpires that it does not meet the conditions for the provision of free Technical Support, a charge will be applied based on the total time taken to resolve the issue, at a rate of every 30 minutes or part thereof, in accordance with the current price list

5. Miscellaneous and Final Provisions

- 5.1. The Contractor undertakes, as a result of the development of software tools, to update the parameters of the technical equipment and the software platforms used so that they comply with the required technical parameters and supported

platforms, as defined in the current documentation for the relevant software.

- 5.2. The Contractor's right to suspend the provision of services due to the Client's delay in payment is governed by Clause 5.9 of the General Terms and Conditions. During the period of authorised suspension, the agreed response, implementation or other guaranteed times shall not run.
- 5.3. The contracting parties are entitled to fulfil their obligations through third parties without the written consent of the other party; however, they shall remain liable as if they were fulfilling them themselves.
- 5.4. The Contractor shall not be liable for defects or delays in resolving a Request caused by:
the manufacturer ceasing
support, the manufacturer
ceasing production of the
equipment,

unavailability of spare parts, changes in
legislation,
changes to third-party services, changes
to operating systems,
changes to third-party cloud services.

6. Cyber security

- 6.1. The Client is responsible for securing its network infrastructure, workstations, servers and access credentials. The Contractor shall not be liable for any defects or delays in the solution caused by a cyber attack, malware, ransomware or any other security incident on the Client's part.

Licence Agreement

1. Introductory Provisions

- 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 Registration Number: 25649876, with its registered office at Zelený pruh 1560/99, 140 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 58052 (hereinafter referred to as the 'Provider'), in accordance with Section 65 et seq. of Act No. 121/2000 Coll. (the Copyright Act) and Section 2358 et seq. of Act No. 89/2012 Coll. (the 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 Licence Agreement is concluded upon installation or registration of the Software Product or upon transfer of the licence, whichever occurs first.
- 1.3. By entering into the Licence Agreement, the User expresses their consent to the terms of this Agreement and the terms of this Licence Agreement. If they do not agree to these terms, they are not authorised to use this Software Product.

2. Grant of Licence, Related Provisions

- 2.1. The Provider grants a non-exclusive right to use the Software Product for the entire duration of the Licence Agreement.
- 2.2. The scope of the licence, its permitted uses, and any time or functional restrictions are defined in the licence documentation provided upon purchase. The User is entitled to install and use the Software Product within the defined scope. The purchase of a licence does not constitute a sale of the Software Product, but rather the right to use it. Use of the Software Product beyond the scope of the licence granted constitutes a breach of copyright and of this Licence Agreement. The Provider is entitled to seek protection of its rights in accordance with the relevant legislation
- 2.3. The User purchases the right to use the Software Product to the extent and with the capabilities that the Software Product contains 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 released after the date of purchase.
- 2.4. The software and computer systems on which the Software Product is to be installed must comply with the technical specifications for the installation of the Software Product, as set out on the Provider's website. No programmes or devices that could affect the functionality and stability of the Software Product may be installed on the system, and the Software Product must be installed, managed, operated and used by staff with the appropriate knowledge and skills. The Software Product may only be implemented by a certified person. The Provider shall not be liable for defects arising from the operation of the Software Product on unsupported versions of operating systems, databases, virtualisation platforms or other third-party software
- 2.5. The Software Product is activated using a Product Code, which forms part of every licence purchased and remains unique to that licence for the entire duration of its use. The Software Product contains technical measures designed to prevent its use without a licence. The Provider shall use these measures to verify that the User is using the Software Product lawfully.
- 2.6. The Software Product may require an occasional connection to the activation/licence server for

report on licence usage or update licence parameters. Short-term unavailability of the licence server does not in itself constitute a defect in the Software Product.

- 2.7. The licence is non-transferable without the Provider's express consent. An exception to this is where the Provider has given written consent or in the event of legal succession.

3. Service and System Support

- 3.1. Service and System Support means the provision of Software Product Updates and the option to use standard Technical Support free of charge in accordance with the 'Terms and Conditions of Service and System Support', which are available on the Provider's website and form an integral part of the Licence Agreement.
- 3.2. The Service and System Support service, including the Update service, is mandatory only for those licence types for which this obligation is expressly stated in the Agreement, the quotation, the licence document or the terms and conditions of the relevant licence type. In all other cases, its use is optional. The price of the service is governed by the relevant Agreement or the Provider's current price list. If the Update service is not active, in particular due to its termination, suspension or non-payment of the relevant fee, the mobile application, API and certain types of integration between the Software Product and external systems may not function or be available. Such limitations on functionality shall not be regarded as a defect in the Software Product or as a breach of the Provider's obligations. The conditions for reactivating the Update service and any fees for its renewal are governed by the Terms and Conditions of Service and System Support and the Provider's current price list.

4. Storage and Transfer of Personal Data

- 4.1. The User hereby authorises the Provider, in connection with the exercise of the rights under this licence, to transfer, process and store data that may identify the User. The Provider shall not, without the User's knowledge, obtain any personal data of other persons from computer systems during the course of this process. Should it be necessary to obtain data for the purposes of maintenance activities (modification, repair or improvement of the Software Product), such data will be obtained exclusively in pseudonymised form and will be handled in accordance with the principles of Personal Data Protection set out in Annex 4 to the GTC.
- 4.2. The User agrees that the Provider may use its own means to verify that the User is using the Software Product in accordance with this licence. The User also agrees that, whilst the Software Product is communicating with the Provider's computer systems, data may be transmitted for the purpose of ensuring the functionality and legitimacy of the Software Product's use.
- 4.3. The User agrees that the Provider, or the vendor, may collect and use technical information obtained by any means as part of any support services provided for the Software Product in connection with the Software Product.
- 4.4. The Product supplied by the Provider enables the User to store, record, display, process or otherwise handle personal data of natural persons,

or, where applicable, special categories of personal data within the meaning of Article 9 of Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), provided the User decides to process such data within the Product. The User alone determines the purpose, scope, retention period and method of processing personal data. To the extent that the User processes personal data via the Product, they generally act as a data controller within the meaning of Article 4(7) of the GDPR, or as a data processor if they process personal data on behalf of another controller. The User's actual status is always assessed according to the specific manner in which the Product is used. The User is responsible for ensuring that, when using the Product, they comply with all obligations arising from the GDPR, Act No. 110/2019 Coll., on the processing of personal data, and other relevant legislation, in particular:

- holding the appropriate legal basis for the processing of personal data,
- providing data subjects with information on the processing of personal data,
- ensuring that data subjects' rights are exercised,
- keeping records of processing activities where required by law,
- takes appropriate technical and organisational measures to safeguard personal data,
- assesses whether it is necessary to carry out a data protection impact assessment (DPIA),
- fulfils any obligation to notify in the event of a personal data breach,
- enters into personal data processing agreements with other processors, where required by law,
- appoints a Data Protection Officer (DPO) where required to do so by law.

The Provider is not liable for the lawfulness of the processing of personal data carried out by the User, nor for the fulfilment of the obligations imposed on the User by data protection legislation. Responsibility for determining the purpose and means of processing personal data, for setting up processing procedures and for ensuring their compliance with legislation lies solely with the User. Where the Provider provides the User with services in which it processes personal data on the User's behalf (for example, remote administration, maintenance, technical support or data migration), the mutual rights and obligations shall be governed by the Personal Data Protection provisions set out in Annex 4 to the General Terms and Conditions. The Product is a technical tool enabling data processing. The mere supply or use of the Product does not constitute a representation or warranty by the Provider that the User's manner of using it complies with the requirements of data protection legislation. The Customer is solely responsible for ensuring that any specific use of the Product complies with the law.

- 4.5. If the User utilises functions within the Product based on the processing of biometric data (e.g. fingerprint identification, facial recognition or other biometric technologies), they acknowledge that this constitutes a special category of personal data within the meaning of Article 9 of the GDPR. As the data controller, the Customer is responsible for ensuring that the processing of biometric data takes place in accordance with the law, in particular the GDPR, and undertakes to:

- ensure an appropriate legal basis for the processing of

biometric data, in particular in accordance with Article 9(2) of the GDPR,

- assess the necessity and proportionality of the use of biometric data in relation to the purpose of the processing, in particular with regard to the principle of data minimisation,
- to consider whether the purpose in question can be achieved by less intrusive means (e.g. the use of ID cards, PIN codes, etc.),
- to carry out a data protection impact assessment (DPIA) in accordance with Article 35 of the GDPR, where required,
- ensure that data subjects are informed of the scope and purpose of the processing of biometric data in accordance with Articles 13 and 14 of the GDPR,
- put in place appropriate technical and organisational measures to protect biometric data.

The user acknowledges that, according to current case law and the interpretations of supervisory authorities in the field of data protection, the use of biometric data for the purposes of attendance recording or similar administrative purposes may be considered disproportionate, particularly where less intrusive alternatives exist. The user further acknowledges that, in employment relationships, the use of biometric data may be restricted or inappropriate, particularly in view of the requirement for the data subject's free consent.

5. Warranty Terms

- 5.1. The Provider is responsible for ensuring that the Software Product, in its current supported version, corresponds in its essential functional characteristics to the user documentation and the agreed scope of the licence.
- 5.2. The following, in particular, shall not be considered a defect in the Software Product:
- the absence of a function or feature that is not specified in the user documentation nor has been individually agreed upon,
 - a discrepancy with the User's subjective expectations,
 - minor deviations which do not have a material impact on the functionality of the Software Product,
 - restrictions arising from the agreed scope of the licence,
 - incompatibility caused by operation on unsupported hardware, an operating system, a database or other third-party software.

This is without prejudice to the User's rights arising from a defect that demonstrably prevents the use of the Software Product in accordance with the user documentation and the agreed purpose.

- 5.3. A condition for the entitlement to a warranty is the User's registration on the Provider's website. The Provider is liable only for the functionality of current versions of the Software Product, to which only registered users have access following payment of the licence fee or the fee for Service and System Support. The Software Product is covered by the warranty for as long as the User regularly updates the Software Product to its latest version via the Updates service. The Provider is not liable for defects in older versions of the Software Product or for any incompatibility of such versions with new software or hardware. The Provider is under no obligation to provide technical support, development or maintenance for older versions of the Software Product.

- 5.4. No warranty claims shall arise if a defect in the Software Product was caused by force majeure, an accident, misuse or incorrect use, or use on unsuitable or virus-infected hardware, or in combination with other software that adversely affects the behaviour of the Software Product, or if the Software Product is run on a computer alongside third-party programmes which, by their function or nature, prevent the Software Product from behaving correctly, or if it is run on an incorrectly configured computer or within an incorrectly configured computer network environment.
- 5.5. The User is obliged to regularly back up and archive data, including verifying the integrity of the backups created. The Provider shall not be liable for any loss or damage to data that has not been properly backed up. The obligation to carry out regular backups cannot be transferred to the Provider unless a backup service has been expressly agreed between the parties.
- 5.6. The warranty does not apply to versions of the Software Product distributed free of charge.

6. Liability for Damages

- 6.1. The Provider shall be liable for proven damage caused by a breach of its obligations. The Provider shall not be liable for any loss of profit suffered by the Licence Holder. The Provider's liability for actual damage shall be limited to a maximum of the price paid for the Software Product upon acquisition of the licence. The Provider shall not be liable for indirect damages, loss of profit, loss of data, business interruption or any other consequential damages, where such limitations are permitted by law.

7. Verification of Compliance with Obligations

- 7.1. By entering into the Licence Agreement upon installation and/or registration of the Software Product, the User consents to the Provider collecting and processing data regarding the User's fulfilment of obligations under the Licence Agreement, or any related agreements, from the time the Licence Agreement is entered into until its termination.
- 7.2. By accepting the Licence Agreement, the Provider is entitled to send information relating to the Software Product and related services and products, both in written and electronic form, in the form of commercial communications. The User may withdraw this consent at any time via the portal www.ecare.cz.

8. Termination of the Licence

- 8.1. The Licence Agreement may be terminated by mutual agreement between the Provider and the User. In the event of a breach of this Agreement by the User, the Provider is entitled to withdraw from this Agreement in writing. The withdrawal takes effect upon its delivery to the User. Withdrawal from the Licence Agreement does not affect the Provider's right to payment of the licence fee, if the licence was granted for a fee, nor the right to compensation for damages.
- 8.2. On the date of termination of the Licence Agreement, all rights to use the Software Product granted to the User shall cease. In such a case, the User must completely remove all installations of the Product from all their computers no later than the date of termination of the right to use.

9. Final Provisions

- 9.1. This Licence Agreement is governed by the laws of the Czech Republic and is concluded in accordance with the Civil Code, the Copyright Act and other relevant legislation. In the event of a dispute, a Czech court shall decide in accordance with Czech

rights.

- 9.2. The terms and conditions of the Licence Agreement and this Licence Agreement also apply to updates, add-ons, any components and parts of the Software Product's support services, unless otherwise stated in relation to such updates, add-ons, components and parts of the support services.
- 9.3. The Software Product supplied with this Licence 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 relevant legislation.
- 9.4. The individual provisions of this Licence Agreement are severable. Should any provision become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

Terms and Conditions for the Provision of the Aktion CLOUD Service

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 Registration Number: 25649876, with its registered office at Zelený pruh 1560/99, 140 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 58052 (hereinafter referred to as the "Provider"), which provides services under the Aktion brand, and a legal or natural person or any other public or private entity listed as the 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 Provider and the Customer in relation to the provision of the Aktion CLOUD Service and constitute specific terms and conditions supplementary to the Provider's General Terms and Conditions, the current version of which is available on the website www.efg.cz. In the event of any conflict between these Terms and Conditions and the General Terms and Conditions, these Terms and Conditions shall take precedence in relation to the Aktion CLOUD Service.
- 1.3. By ordering the Service, both the Customer and the Provider undertake to abide by the Terms and Conditions set out below as if they had been printed and signed in the form of a contract.
- 1.4. Any further agreements between the Provider and the Customer regarding matters not expressly covered herein shall be governed by the General Terms and Conditions and their Annexes 1 and 2.

2. Definitions

- 2.1. Order Form – the process whereby the Customer provides all the required details and submits them to the Provider via the websites www.aktion.cz or www.aktion.sk, or which the Customer signs and submits by other means guaranteeing the Customer's identification and uniqueness, constitutes a formal request for the provision of the Service.
- 2.2. Aktion CLOUD Service – a service provided by the Provider which enables the Customer to use the information system software; it includes regular software upgrades, automatic data backups and technical support.
- 2.3. Activation of the Service means the commencement of paid operation of the Service and the arising of the Provider's right to issue the first tax invoice for the provision of the Service.
- 2.4. Deactivation of the Service – Deactivation of the Service means the permanent termination of the provision of the Service and the cancellation of the relevant customer account following the settlement of the rights and obligations of the contracting parties, including any export and subsequent deletion of data.
- 2.5. Active Service – A Service that is fully functional for the selected period
- 2.6. Inactive Service – means the temporary suspension of the Service's functionality, in particular due to the Customer's delay in payment, a material breach of the Contract or for security reasons.
Transferring the Service to Inactive status does not result in the termination of the Contract or the permanent cancellation of the customer account.
- 2.7. Confidential Information – information relating to the Provider or designated or classified by the Provider as restricted or confidential, and which has been provided to the Customer in connection with the Contract, or information relating to the Provider,

which, by their nature, content or circumstances, would normally be regarded as confidential. Confidential information includes, in particular (but not exclusively), all information and data concerning the activities, parameters, configurations and technical details relating to the Service, quotations, audit or security reports, or plans for the development of the Service.

3. Subject Matter of the Contract

- 3.1. The subject matter of the Contract is the provision of the Service under the technical and financial terms and conditions in force at the time of conclusion of the Contract, which form part of this Contract.

4. Conclusion of the Contract

- 4.1. The Order Form constitutes the Customer's proposal to conclude the Contract. The Contract is concluded at the moment the Provider confirms receipt of the Order Form or makes the Service available to the Customer, whichever occurs first.
- 4.2. By concluding the Contract, the Customer accepts the General Terms and Conditions, these Terms and Conditions for the Provision of the Aktion CLOUD Service and the relevant licence agreements.
- 4.3. The Provider may allow the Customer to use the Service on a trial basis for a period of 30 days from the date it is first made available. If the Service is not Activated during this period, it will be transferred to an Inactive status at the end of the trial period and the Customer's access to the application will be blocked. The Service will not automatically be transferred to a paid service.
- 4.4. The Customer may Activate the Service via their user account. The Service may also be Activated by the Provider at the Customer's request or by agreement between the Parties. Activation brings the trial period to an end; the Service is transferred to a paid subscription, and the Provider is entitled to issue the first tax invoice. Subsequent invoicing is governed by the selected billing period.
- 4.5. If the Customer fails to pay the first or any subsequent tax invoice properly and on time, the Provider is entitled to proceed in accordance with clause 10 of these Terms and Conditions.

5. Pricing Arrangements and Method of Payment

- 5.1. The price is set out in the current Aktion CLOUD Price List, which is available on the website www.aktion.cz, or on the website www.aktion.sk, or on the Provider's customer portal – www.ecare.cz.
- 5.2. The Provider is entitled to amend the Price List and these Terms and Conditions, in particular due to inflation, changes in input costs, changes in legislation, expansion of the Service's functionality, security requirements or technological changes. The method of notifying such changes, their effective date and the Customer's right to reject the change are governed by Clause 8.4 of the General Terms and Conditions.
- 5.3. The Customer shall make the first payment for the Service on the basis of a tax invoice issued by the Provider on the date of Activation. The Service is Active from the moment of Activation. If the tax invoice is not paid properly and on time, the Provider is entitled to proceed in accordance with Article 10 of these Terms and Conditions.
- 5.4. The Customer undertakes to make further payments for the Service as part of their regular service billing.
- 5.5. The first payment for the Service and subsequent payments shall always be made in advance for the relevant period. The duration of such a period is 1 month or 1 year.

- 5.6. The Customer is obliged to pay for the Services against the tax invoices issued by the Provider (unless otherwise specified in advance) to the Provider's account no later than the due date stated on the tax invoice. The Customer is obliged to quote the valid variable symbol stated on the tax invoice.
- 5.7. If an incorrect variable symbol is provided, the payment may be deemed not to have been made. The Customer shall be fully liable for any damages caused by providing an incorrect variable symbol.
- 5.8. The Service may only be reinstated once all outstanding amounts have been demonstrably paid.
- 5.9. A fee may be charged for the resumption of the Service in accordance with the Price List valid on the date the Service is resumed.
- 5.10. The Service is deactivated after more than 365 days of inactivity.

6. Licences and Ownership

- 6.1. The software supplied as part of the Service belongs to the Provider. Within the scope of the Service, the Customer has only the right to use the supplied software in accordance with these GTC. Upon termination of the provision of the Service and termination of the Contract, any data backed up by the Customer remains the Customer's property.
- 6.2. During the term of the Service, the licence size may be changed at any time. A change in licence size is invoiced on the date of the change, in accordance with the selected billing period. The licence price is governed by the current Price List; see clause 5.1 of the Terms and Conditions.

7. Service availability

- 7.1. The Service is provided continuously, 24 hours a day and 365 days a year. The Provider undertakes to ensure that the Service is available for at least 99.9% of the time in each calendar month. Availability is assessed on the basis of the Provider's monitoring. Periods of unavailability specified in clauses 7.3 to 7.6 of these Terms and Conditions are not included in the calculation of availability.
- 7.2. The Provider is not liable for 100 per cent availability of the Service on the internet, given that this network is decentralised and not guaranteed by third parties. The Service may be subject to limitations, delays and other issues caused by the use of the internet and electronic communications. The Provider is not liable for such delays, system malfunctions or other damage arising from these limitations.
- 7.3. Maintenance periods are not included in the Service's availability; such maintenance is carried out primarily outside working hours (usually between 18:00 and 06:00), generally once a month. As part of maintenance, the Provider reserves the right to carry out technical downtime of the server or applications for up to 12 hours. The Customer will be informed in advance of any planned downtime via the customer portal or by email, where possible given the nature of the maintenance.
- 7.4. Internet connection outages on the part of the Customer or third parties are also excluded from the Service's availability.
- 7.5. The Service may be unavailable during maintenance periods.
- 7.6. The Provider shall not be liable for any unavailability of the Service caused by the configuration of the Customer's equipment, their local network, internet connection, security policies or any other infrastructure outside the environment managed by the Provider.

Customer data

- 7.7. The Provider acts as a Data Processor in

the sense of processing stored data on behalf of individual controllers of attendance and access control systems using Aktion CLOUD. The Provider ensures that data is stored exclusively in data centres located in Member States of the European Union and is protected by technical and organisational measures in accordance with the requirements of the GDPR. The Aktion CLOUD system is operated on

the Microsoft Azure platform:

<https://www.microsoft.com/en-us/TrustCenter/CloudServices/Azure/GDPR>

- 7.8. The Provider undertakes to return or delete the Customer's data upon termination of the Service, subject to the conditions set out in Annex 5 to these General Terms and Conditions. If the Customer requests the export of data in accordance with clauses 7.10 to 7.12 of these Terms and Conditions, the data will be deleted only after the export has been carried out, but no later than 30 days after its completion, unless otherwise stipulated by law or Annex 5 to the General Terms and Conditions.
- 7.9. The processing of personal data within the meaning of the GDPR is set out in Annex 5 to the GTC.
- 7.10. Upon deactivation of the Service, the Customer may request an export of their data. The Provider shall carry out such a data export for the Customer as is technically feasible.
- 7.11. Where the Service is terminated by the Customer, the Customer may request a data export no later than at the time of termination of the Service. The data export will be carried out on the date of termination of the Services.
- 7.12. If the Service is terminated 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 carried out on the date of termination of the Services.
- 7.13. The Provider may charge a fee for the data export.

8. Support and technical advice

- 8.1. Technical support, which forms part of the Service, is available during Business Hours on +420 222 746 303 or via email at podpora@efg.cz. The scope of Technical Support is governed by the Terms and Conditions of Service and System Support, which form Annex 1 to the GTC.
- 8.2. Further support options are set out in the Terms and Conditions of Service and System Support, Annex 1 to the GTC.

9. Term of the Contract

- 9.1. The Contract is concluded for an indefinite period, provided that the Contracting Parties have the right to terminate the Contract for the reasons and in the manner specified in Article 11.

10. Suspension of service

- 10.1. If the Customer is more than 15 days in arrears with the payment of any due amount or is in material breach of the Contract, the Provider is entitled to place the Service in an Inactive status. The Service will be reactivated once the outstanding amounts have been paid in full and any other reasons for its suspension have been resolved. Whilst the Service is Inactive, no guaranteed response or completion times under the Contract, the Service Agreement or the General Terms and Conditions shall apply. A fee may be charged for the reinstatement of the Service in accordance with the Provider's current price list.

11. Termination of the Service

- 11.1. The Customer has the right to terminate the Contract at any time without giving reasons. The Contract shall terminate on the last day of the month in which notice of termination was received. In such a case, the Provider shall not refund any payment made for the prepaid period.
- 11.2. The Provider has the right to terminate the Contract without giving any reason, subject to a notice period of 3 months. The notice period

shall commence on the first day of the month following the month in which the notice of termination was received. In such a case, the Provider shall refund the proportionate 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. The Provider

shall allow the Customer standard use of the Service during the notice period, provided that the Customer duly fulfils their contractual obligations.

12. Final Provisions

- 12.1. The Provider shall not be liable for damage caused by force majeure, in particular a power cut, a telecommunications network failure, a cyber attack beyond the Provider's reasonable control, a natural disaster, a decision by a public authority or any other extraordinary unforeseeable event over which the Provider could not reasonably exert influence.
- 12.2. The Provider's liability for damage arising in connection with the provision of the Service shall be governed by Clause 6.9 of the General Terms and Conditions, subject to the following clarification: For the purposes of determining the limit on compensation for damage, the 'price of the service' means the sum of the prices for the Service excluding VAT which the Customer has paid or was

required to pay for the 12-month period immediately preceding the occurrence of the damage. If the Contract had been in force for less than 12 months at the time the damage occurred, the calculation shall be based on the sum of the prices for the Service excluding VAT paid or due from the time of Activation until the occurrence of the damage. The Provider's total liability for compensation for all damage arising in connection with a single Contract shall not exceed 50 per cent of the price of the service determined in this way. This limit shall apply collectively to all the Customer's claims, not separately to each individual instance of damage. The aforementioned limitation shall not apply to damage caused intentionally or through gross negligence, to damage to fundamental human rights, or in other cases where the limitation or exclusion of liability is not permitted by law. The liability limit set out in Annex 2 to the GTC shall not apply to damage arising in connection with the provision of the Aktion CLOUD Service. This is without prejudice to liability for damage arising in connection with a licence provided separately outside the Aktion CLOUD Service.

Data Protection for Implementation and Technical Support

1. Status of the contracting parties

- 1.1. EFG CZ spol. s r.o., Company Registration Number 25649876, with its registered office at Zelený pruh 1560/99, 140 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 58052 (hereinafter referred to as 'EFG CZ'), in accordance with REGULATION (EU) 2016/679 (GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data,
- acts as **the data controller** in relation to the personal data of:
 - contact persons of the customer (the client)
 - users of the eCare technical support web portal
 - acts as **a data processor** in relation to the personal data of:
 - which the customer (the client) makes available to EFG CZ in the course of the provision of service, technical or system support,
 - during remote access, service interventions or software maintenance.
 - As a data processor, EFG CZ processes personal data exclusively on the basis of documented instructions from the data controller, unless a different procedure is required by the laws of the Czech Republic or the European Union.

2. Processing of personal data in the capacity of a controller

- 2.1 EFG CZ processes personal data comprising first name and surname, email address, telephone number and job title.

Purposes of processing:

- performance of a contract and provision of services,
- management of user accounts on the eCare portal,
- communication with customers,
- legitimate interest (e.g. technical information),
- or, where applicable, the sending of marketing communications.

Legal bases:

- Article 6(1)(b) of the GDPR – performance of a contract,
- (c) of the GDPR – compliance with legal obligations,
- (f) of the GDPR – legitimate interest,
- (a) of the GDPR – consent (where required).

Retention period:

- for the duration of the contractual relationship and subsequently for the period necessary to protect rights,
 - for a maximum of 2 years from the termination of the contractual relationship, unless otherwise provided for by law,
- 2.2 Personal data is stored in the Czech Republic on a secure server operated by EFG CZ spol. s r.o. The processing and storage of data relating to users of the Aktion CLOUD service is set out in Annex 3 to the General Terms and Conditions
- 2.3 The data subject has the right to access personal data, to rectify data, to erasure, to restriction of processing, to data portability, to object to processing, and to lodge a complaint with the Office for Personal Data Protection. Users may manage the personal data they enter when registering on the eCare portal in the 'Personal Data' section. The processing history is also available here.
- 2.4 If the client enters the personal data of other data subjects – their customers, partners, employees or other persons – into the eCare portal, or if users register under the client's organisation themselves, the client becomes the controller of this data. In such cases, EFG CZ processes this data in the same manner and to the same extent as the data necessary for the operation of the eCare portal and the provision of

agreed services, on the basis of documented instructions from the client and in accordance with this annex.

- 2.5 EFG CZ processes only the extent of personal data necessary to carry out the agreed service, technical or implementation work.

3. Processing of personal data in the capacity of a data processor

- 3.1 EFG CZ processes personal data exclusively:

- on the basis of documented instructions from the Client as the data controller,
- for the purpose of fulfilling an order or contract (installation, configuration, servicing, testing, technical and system support, maintenance and other activities necessary for operation).

Scope and types of data:

- depending on the customer's system configuration (e.g. personal data stored in the system's database).

Categories of data subjects:

- the customer's employees,
- other individuals (agency staff, visitors, etc.) recorded in the customer's systems.

- 3.2 EFG CZ may process the personal data of individuals contained in the production or test databases of software products which it operates as part of the provision of services, or in local systems to which the client or user grants it access (locally, via VPN, TeamViewer, etc.), only where this is necessary for a specific service, technical or system intervention and only on the basis of a documented instruction from the data controller. Where technically feasible and provided that this does not frustrate the purpose of the intervention, the data will be pseudonymised before being handed over to EFG CZ. Copies of production or test data will be retained only for the time necessary to carry out the relevant intervention and will then be deleted without undue delay. EFG CZ undertakes to:
- process personal data only in accordance with the controller's instructions,
 - ensure the confidentiality of persons authorised to process the data,
 - to adopt appropriate technical and organisational measures in accordance with Article 32 of the GDPR,
 - not to disclose data to third parties without documented instructions from the controller,
 - to allow the controller to monitor compliance with its obligations,
 - to notify the controller without delay of any personal data breach and to cooperate with the controller in fulfilling the obligations under Articles 32 to 36 of the GDPR.
- 3.3 The duration of processing corresponds to the duration of the contractual relationship and, furthermore, to the time necessary to resolve a specific service, technical or system-related request, unless the controller issues other documented instructions. The data will be erased within one month of the reason for their processing ceasing to exist.
- 3.4 EFG CZ shall ensure that all persons authorised to process personal data (in particular employees and associates) are bound by a duty of confidentiality, whether by contractual or statutory obligation. These persons are authorised to process personal data only on the basis of the controller's instructions and to the extent necessary for the fulfilment of contractual obligations. The duty of confidentiality continues even after the termination of these persons' employment or contractual relationship. EFG CZ shall also ensure that persons authorised to process personal data receive appropriate training in the areas of personal data protection and information security.
- 3.5 EFG CZ is authorised to engage a further processor only

with the prior written authorisation of the controller. The controller grants general authorisation for the engagement of providers of hosting, cloud, maintenance and IT services, provided they are necessary for the performance of the contract. EFG CZ shall ensure that each additional processor is contractually bound to comply with data protection obligations to at least the same extent as those imposed on EFG CZ by this Annex. Data is not transferred outside the EU.

- 3.6 In the event of a personal data breach that may affect the rights or freedoms of data subjects, EFG CZ shall notify the controller of this fact without undue delay after becoming aware of it. The notification shall include at least a description of the nature of the breach, the likely consequences of the breach, the measures taken or

proposed remedial measures, and shall provide the necessary cooperation in fulfilling the obligations under Articles 33 and 34 of the GDPR.

- 3.7 A documented instruction from the controller means an instruction contained in a contract, this Annex, a purchase order, a service request, a ticket, email correspondence or any other verifiable act by an authorised representative of the controller. If EFG CZ considers that the controller's instruction breaches the GDPR or other data protection legislation, it shall notify the controller of this fact without undue delay and shall not be obliged to carry out the instruction until the controller has confirmed or amended it.

Data Protection for the Aktion CLOUD Service

1. Status of the contracting parties

- 1.1 EFG CZ spol. s r.o., Company Registration Number 25649876, with its registered office at Zelený pruh 1560/99, 140 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 58052 (hereinafter referred to as 'EFG CZ'), in accordance with REGULATION (EU) 2016/679 (GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, within the meaning of Article 4(7) and (8).
- a) acts as a **data processor**,
b) the customer is **the data controller**.
- 1.2 EFG CZ processes personal data exclusively on the basis of documented instructions from the controller, unless otherwise required by the legislation of the Czech Republic or the European Union.
- 1.2. The controller is responsible for the lawfulness of the processing of personal data, for determining the purposes and means of processing, for fulfilling the duty to inform data subjects, for ensuring the existence of a legal basis for processing, for determining the scope of personal data processed in the system, for the accuracy of the data entered into the system, and for issuing documented instructions to EFG CZ

2. Subject matter and purpose of processing

- 2.1 EFG CZ processes personal data for the purpose of:
- providing the Aktion CLOUD service,
 - storing and processing customer data,
 - ensuring the operation, support and security of the system. The scope of processing is limited solely to the personal data necessary for the provision of the Aktion CLOUD service and the fulfilment of the Provider's contractual obligations. The scope of processing is limited solely to the data necessary for the provision of the Aktion CLOUD service and the fulfilment of the Provider's contractual obligations. The nature of the processing comprises data inspection, remote access, temporary storage, transfer, copying of databases or parts thereof, diagnostics, modifications, corrections, restoration, testing and backups for the purposes of the Provider's own operations and maintenance, always only to the extent necessary to fulfil the contractual purpose.

3. Categories of data and data subjects

- 3.1 EFG CZ processes categories of data selected by the customer, such as identification data (e.g. name, ID), employment data, attendance data and, where applicable, biometric data. The categories of data subjects are the customer's employees or other persons registered by the customer.
- 3.2 If the Customer uses functions within the Service that are based on the processing of biometric data (e.g. fingerprint identification, facial recognition or other biometric technologies), they acknowledge that this constitutes a special category of personal data within the meaning of Article 9 of the GDPR. As the data controller, the Customer is responsible for ensuring that the processing of biometric data is carried out in accordance with the law, in particular the GDPR, and undertakes to:
- ensure an appropriate legal basis for the processing of biometric data, in particular in accordance with Article 9(2) of the GDPR,
 - assess the necessity and proportionality of the use of biometric data in relation to the purpose of the processing, in particular with regard to the principle of data minimisation,
 - to consider whether the purpose in question can be achieved by less intrusive means (e.g. the use of ID cards, PIN codes, etc.),

- to carry out a data protection impact assessment (DPIA) in accordance with Article 35 of the GDPR, where required,
- ensure that data subjects are informed of the scope and purpose of the processing of biometric data in accordance with Articles 13 and 14 of the GDPR,
- put in place appropriate technical and organisational measures to protect biometric data.

The Customer acknowledges that, according to current case law and the interpretations of supervisory authorities in the field of data protection, the use of biometric data for the purposes of attendance recording or similar administrative purposes may be considered disproportionate, particularly where less intrusive alternatives exist.

The Customer further acknowledges that, in employment relationships, the use of biometric data may be restricted or inappropriate, particularly in view of the requirement for the data subject's free consent.

- 3.3 EFG CZ, as a data processor, processes biometric data exclusively on the basis of the Customer's instructions and to the extent necessary for the provision of the Service. EFG CZ is not responsible for assessing the lawfulness of the Customer's use of biometric data in its capacity as a data controller. As part of the Service, biometric data is processed in the form of mathematical templates, which do not allow the original biometric data to be reconstructed. EFG CZ also enables the controller to store individual records of data subjects in a pseudonymised form. This means that a data subject with a generated identifier based on a fingerprint template may be stored in the software without their first name and surname, e.g. solely under a numerical code.
- 3.4 EFG CZ will maintain a record of security incidents relating to the Aktion CLOUD service and will notify the controller without undue delay of any incident that may affect the rights and freedoms of data subjects
- 3.5 A documented instruction from the controller is understood to mean an issued order, contract, service request, ticket, email correspondence or any other verifiable action by an authorised representative of the controller. If EFG CZ considers that an instruction from the controller breaches the GDPR or other data protection legislation, it shall notify the controller of this fact without undue delay and shall not be obliged to carry out the instruction until the controller has confirmed or amended it.

4. Duration of processing

- 4.1. Personal data shall be processed for the duration of the contract. Upon its termination, it shall be erased within 30 days, unless otherwise agreed.

5. Obligations of the processor

- 5.1. EFG CZ undertakes to process data solely in accordance with the controller's instructions, to ensure confidentiality, to implement security measures (encryption, access control), to maintain a record of processing activities and to report any incident within 72 hours at the latest.
- 5.2. EFG CZ may use other processors providing cloud services on the Microsoft Azure platform and shall ensure contractual obligations in accordance with Article 28 of the GDPR and the same level of protection. Processing takes place within the EU.
- 5.3. EFG CZ will cooperate with the controller in handling requests from data subjects and fulfilling obligations under the GDPR.