

Requestor Terms of Service

These Terms of Service are effective from **1st January 2025**.

These Terms of Service form an integral part of the Contract concluded between you and **requestor.com s.r.o.**, incorporated under the laws of the Czech Republic, business ID No. 28349121, registered office at Purkyňova 649/127, 612 00 Brno, the Czech Republic, registered under file No. C 62914 at the Regional court in Brno.

Important: By concluding the Contract, you declare that you have acquainted yourself with these Terms of Service, understand their content, and agree to them.

Important: If you represent a legal entity, in these Terms of Service, “**you**” or “**Customer**” refers to that legal entity. By concluding the Contract, you declare that you are authorized to act on behalf of the legal entity to the extent required by law.

Important: The Customer can only be a business entity (legal or natural person) – the Service and these Terms of Service are exclusively intended for use by businesses in connection with their business activities. If you are not a business entity, do not conclude the Contract with the Provider and inform the Provider of this fact so that you can agree on special terms and conditions for you. If you are unsure, the previous sentence applies to you similarly.

1. Definitions

1.1. Terms used in these Terms of Service shall have the following meanings, unless otherwise specified in an individual case:

Civil Code	means Act No. 89/2012 Coll., Civil Code, as amended.
Contact email	means on the Provider's side the email address <i>support@requestor.com</i> , and on the Customer's side the email address indicated as the contact email address in the Contract or the email address through which this Contract was concluded.
Contract	means the contract concluded between you and the Provider.
Copyright Act	means Act No. 121/2000 Coll., Copyright Act, as amended.
Customer or you	mean you, or the legal entity which you represent when concluding the Contract.
GDPR	means the Regulation (EU) 2016/679 of the European Parliament and of the Council of

	27 th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
Party or together as Parties	means the Customer or/and the Provider.
Provider	means the company requestor.com s.r.o., as identified above.
Provider's website	mean the websites accessible at the address https://www.requestor.com/ .
Request resolver	means the employee of the Customer or a person in a similar position to the Customer, who, as part of the Customer's activities, utilizes the Service to address User requests.
Terms of Service	mean these Terms of Service of the Requestor service.
Support services	mean the services guaranteed for availability, updates, backups, and support provided by the Provider along with the Service and further specified in the Terms of Service.
Service	means the Cloud service provided by Requestor, accessible via internet, and further described on the Provider's website.
User	means (i) every Request resolver and furthermore (ii) every individual to whom the Customer has granted access to the Service to raise requests on behalf of the Customer in connection with its activities.
User Content Notice Policy	policy of the Provider on how to notify and handle User content included in the Service against applicable law and regulation or these Terms of Service, available at https://www.requestor.com/documents .

- 1.2. Headings of Articles are for organizational purposes only and shall not be used in the interpretation of the Agreement.
- 1.3. All terms used in the Contract in the singular include the plural and vice versa unless context of a specific provision indicates otherwise.

- 1.4. Deviations from the Terms of Service agreed upon in a separate written agreement shall take precedence over the provisions of these Terms of Service.

2. Subject and Purpose of the Contract

- 2.1. By the Contract, the Provider undertakes to grant the Customer access to the Service available through the Provider's website, and the Customer undertakes to pay the Provider a subscription fee.
- 2.2. The Provider remains the exclusive owner and holder of all intellectual property rights to the Service, including any computer programs used to provide the Service. The Contract does not entitle the Customer to use copies of any computer program or other work within the meaning of the Copyright Act that is used to provide the Service or is part of it – by the Contract, the Provider **does not grant** the Customer a license within the meaning of the Copyright Act and the Civil Code.

3. Conclusion of the Contract

- 3.1. The Parties shall conclude the Contract by:
 - a) signing a separate, written Contract referencing these Terms of Service or to which these Terms of Service will be attached, or
 - b) the Customer distantly (remotely) requesting access to the Service from the Provider and agreeing to these Terms of Service.
- 3.2. The Provider is entitled at its discretion to provide the Customer with a free trial period of the Service. In such case, the Customer shall have access to the Service from the date of making the Service available by the Provider pursuant to Clause 3.3 of these Terms of Service free of charge (not required to pay a subscription fee); after this period, further access to the Service will be subject to charges in accordance with these Terms of Service. During the trial period, the Customer does not have the right to Support services (thus, availability of the Service is not guaranteed).
- 3.3. After the conclusion of the Contract, the Provider will generate and provide the Customer with access credentials to their customer account.

4. Conditions of Service Use

- 4.1. The Customer is entitled to use the Service solely for the purpose arising from the Contract and in accordance with its general purpose. The Customer is authorized to use the Service exclusively for their own needs. Such use for their own needs, according to these Terms of Service, shall also encompass the use of the Service by statutory bodies of the Customer and employees of the Customer, solely within the scope of their duties for the Customer.
- 4.2. The Customer is entitled to grant access to the Service to only such number of Request resolvers as agreed in the Contract. The Customer is entitled to change the number of Request resolvers during the term of the Contract:

- a) Increasing the number of Request resolvers may occur at any time, effective from a change in the Service settings made by the Provider, based on a request from the Customer delivered to the Provider's Contact email;
 - b) Decreasing the number of Request resolvers may occur only at the beginning of a calendar month, effective from a change in the Service settings made by the Provider, based on a request from the Customer, which must be delivered to the Provider's Contact email at least 5 days before the beginning of the calendar month in which the decrease in the number of Request resolvers is to occur.
- 4.3. The Customer is entitled to provide access to the Service to its customers as well. Except as provided in the first sentence, the Customer is not authorized to provide access to the Service to third parties. In particular, but not exclusively, the Customer shall not rent or loan the Service to third parties, nor demonstrate it to the public without Provider's consent.
- 4.4. Access credentials of each User to their account within the Service are non-transferable. Users are prohibited from transferring, exchanging, or loaning their access credentials.
- 4.5. The Customer shall not in any way disrupt or bypass Service quantity limitations or security measures of Provider's software and infrastructure, misuse third-party access credentials to the Service, attempt to gain access to parts of the Service for which they do not have appropriate permissions (and shall not access them), or carry out cyber-attacks on the Service.
- 4.6. The Customer shall not intentionally or negligently overload Provider's software and infrastructure used to provide the Service beyond the scope of normal use by an average user. It is prohibited to use the Service via robots or automated scripts. The Customer shall not conduct any penetration testing of the Service.
- 4.7. If the Customer becomes aware of the loss, theft, or misuse of access credentials to the Service, a third party violating the Terms of Service, or discovers any security risk or error in the Service, it shall undertake to immediately inform the Provider thereof and at the same time not to disclose or provide this information to third parties and not to misuse it for its or a third party's benefit.
- 4.8. The Customer shall not store information within the Service and/or allow the transfer of information that conspicuously resembles services or applications of third parties, for the purpose of confusing or misleading internet users (phishing). The Customer shall not spread computer viruses within the Service.
- 4.9. **Important:** The Customer is obliged to ensure compliance with the Terms of Service also by all Users to whom it has granted access to the Service. In case of violation of the Terms of Service by a User, the Customer is responsible for such violation as if it had committed it itself.

5. Provider's Support services

- 5.1. Together with the Service, the Provider provides the Customer with Support services listed below:
- a) guaranteed monthly Service availability;

- b) Customer data backup; and
- c) basic technical support;

5.2. *Guaranteed monthly Service availability:*

- a) The guarantee of monthly availability is governed by the availability rules of the Microsoft Azure service for Azure SQL Database and App Service, on which the Service relies. If the guaranteed availability levels for individual parts of Azure SQL Database and App Service differ, the lowest guaranteed availability applies. Availability rules are contained in the Service Level Agreement (SLA) for Online Services (always according to the latest version of the rules in English) here: [SLA for Online Services](#). The Service is available when (i) on the server side where the Provider operates the Service, all key functions of the Service are operational, and the Service runs in accordance with the agreed specification, (ii) the server allows the receipt of computational instructions from the User, and (iii) after receiving computational instructions, processes them within the Service and sends the results back to the User over the internet.
- b) The following periods are not included in the guaranteed monthly Service availability time:
 - i. planned service downtime;
 - ii. outages due to force majeure;
 - iii. duration of unlawful attacks on the Service, Provider's software, or infrastructure;
 - iv. duration of issues on the Customer's side or third parties', for example due to power or data network outages;
 - v. Service restrictions due to Customer's Contract breaches.
- c) The Provider is entitled to take measures to prevent outages, restrictions, interruptions, or reductions in the quality of Services. In connection with this authorization, the Provider may perform planned or unplanned Service outages for the purpose of control, maintenance, or replacement of software or hardware equipment used to provide the Service. The Provider will notify the Customer of a planned Service outage at least 48 hours in advance, via Customer's Contact email.

5.3. *Customer data backup:*

- a) The Provider performs daily backups of Customer data uploaded to the Service (the specific daily time is at the Provider's discretion). The Provider retains these backups for a period of 1 week from the moment the backup is taken.
- b) The Customer has the right to restore data from the daily backup. The Customer may exercise this right no later than 120 hours from the moment the specific daily data backup was taken; the Customer's right expires after this period. The Customer's right to data restoration from the backup may only be exercised through a request for technical support. Except for the Customer's rights explicitly described in this paragraph, the Customer has no further rights to data backups.

5.4. *Basic technical support:*

- a) Technical support is provided by the Provider via Contact email and via the Provider's service desk at <https://requestor.servicedesk.net>. The Provider will send access credentials to the service desk to the Customer after the conclusion of the Contract.
 - b) The Provider provides technical support only during the Provider's working hours, i.e., on working days according to Czech law from 8 am to 6 pm Czech time.
- 5.5. When providing Support services, Service outages, temporary restrictions, interruptions, or reductions in Service quality may occur.
- 5.6. If a Service failure occurs due to reasons on the Customer's side, the Customer undertakes to reimburse the Provider for the costs of eliminating such failure. In other cases, the Provider bears the costs associated with the removal of the failure.
- 5.7. The Customer agrees that Support services can be provided by the Provider through third parties.
- 5.8. Additional rights and obligations regarding the provision of Support services to the Customer may be specified in a separate agreement between the parties.

6. Price and Payment Terms

- 6.1. The Customer undertakes to pay the Provider for access to the Service on a monthly subscription basis. The subscription shall be paid in advance for each calendar month.
- 6.2. The amount of the subscription fee depends on the number of Request resolvers the Customer has activated within their customer account in the Service, in accordance with the Provider's price list. The Provider's price list is available on the Provider's website.
- 6.3. The Provider is entitled to update its price list at any time at its discretion. Any changes to the price list shall be notified to the Customer at least 2 months in advance by publishing them on the Provider's website.
- 6.4. At the beginning of each calendar month, the Provider shall issue an invoice to the Customer for subscription fee for the respective calendar month. If the number of activated Request resolvers increases during the calendar month, the Provider is entitled to issue an additional invoice after the end of the respective calendar month for such activated Request resolvers beyond the original subscription, proportionally according to the number and duration of Request resolvers activated by the Customer in the given calendar month. Alternatively, the Provider may add the price for the increase in the number of Request resolvers to the subscription fee for the following calendar month.
- 6.5. The Customer undertakes to pay the subscription fee to the Provider's account specified in the relevant invoice. When making the payment order, the Customer is obliged to provide all payment identification details specified in the relevant invoice (especially the variable symbol). The Customer's obligation to pay the subscription fee is fulfilled at the moment of crediting the respective amount to the Provider's account, provided that the conditions under this paragraph are met.

- 6.6. The Customer has instructed the Provider and agrees that all invoices will be sent to the Customer exclusively electronically to the Customer's Contact email specified in the Contract. The due date for each invoice under these Terms of Service is 10 days from the date it was sent to the Customer, unless a specific invoice specifies a longer due date.
- 6.7. **Important:** All prices of the Provider in the Contract, any offer, or price list are always stated exclusive of value-added tax (VAT), unless a specific amount is explicitly stated to include VAT. The Provider is a VAT payer, and VAT may be added to the price in accordance with generally binding legal regulations.

7. **Additional Rights and Obligations of the Parties**

- 7.1. The Customer acknowledges that the Provider is an information society service providing hosting services and shall not be liable for the content of information stored by the Customer or third parties, when within the limits of liability of providers of intermediary services, in particular under Article 6 of Regulation (EU) 2022/2065 of the European Parliament and of the Council, of 19 October 2022, on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act).
- 7.2. Users must not place any content, which, in the name and/or content of the data files uploaded by the User, or in any connected information, such as comments or metadata of the content:
- a) contains any information or data, which is illegal in any of the member states of the European Union;
 - b) violates copyright, copyright-related rights, trademark rights, business names, protected designation of origin, or other industrial rights;
 - c) incites hatred against a group of people or restriction of their rights and freedoms, defames a nation, ethnic groups, races, and/or beliefs;
 - d) supports or promotes a movement demonstrably aimed at suppressing human rights and freedoms;
 - e) could incite the commission of a criminal act or the non-fulfillment of obligations established by law, or that approve of a criminal act;
 - f) displays animal abuse;
 - g) contains sexually explicit content, especially pornographic works displaying children, or persons displaying or otherwise exploiting a child or a person who appears to be a child, and pornographic works that exhibit violence or disrespect towards a person;
 - h) contains false information about another person, capable of significantly endangering their dignity, good name, or reputation, harming them in employment, disrupting their family relationships, or causing them other serious harm;
 - i) promotes competitors of the Provider or contain material capable of damaging the good name of the Provider;

- j) violates legally established confidentiality obligations or violates or endangers the trade secrets of the Provider or a third party;
 - k) contains harmful files and/or information, especially viruses, Trojans, rootkits, backdoors, spyware, adware, or any other malware;
 - l) spread files and/or information constituting a direct or indirect link to content that does not meet the requirements of these Terms of Service, especially URL, URI, trackers, torrents, and other links.
- 7.3. In case of reasonable suspicion that User content violates the rules of Clause 7.2, the Provider reserves the right to review this content. Content is not automatically monitored universally. The selection of content subject to review is performed by a human. Based on the human-conducted review, content moderation actions may be taken.
- 7.4. Decisions on content moderation actions are always performed by humans. Content moderation actions include:
- a) **Warning:** Warning delivered to the User by electronic means for minor infractions of the Terms of Service.
 - b) **Content removal:** Removal of the content against these Terms of Service with subsequent issuing of a notice containing the reasoning behind the decision to the User.
 - c) **Temporary suspension:** Temporarily suspending the User's account for a set period due to violation of these Terms of Service. The length of the suspension is at Provider's discretion with regards to legitimate interest of the Parties.
 - d) **Permanent ban:** Permanently banning the User's account due to severe or repeated violations. A decision on permanent suspension gives Provider the right to withdraw from the Contract regarding the Customer, whose User was permanently banned from the Service.
- 7.5. In the case of any content moderation action, the Provider is obliged to provide the User with a statement of reasons, which contains at least the information as per the Provider's User Content Notice Policy.
- 7.6. If any third party asserts rights against the Provider in connection with the storage or dissemination of information stored or disseminated by the Customer within the Service, the Provider is entitled to immediately remove the content of the information stored or disseminated by the Customer within the Service. In such a case, the Customer shall not be entitled to their restoration. This measure is a content moderation action and Clause 7.5 applies as well.
- 7.7. Any third party, User or Customer, may use the contact form available at <https://www.requestor.com/contact> to report content that may be illegal, or against these Terms of Service, or otherwise infringing one's rights. These reports will be human reviewed.

- 7.8. The Provider is entitled to use the trade name or name of the Customer for marketing purposes as references in all types of promotional materials (regardless of the form of such promotional materials or the form in which they are communicated).
- 7.9. The Customer agrees to receive information related to the Provider's services at the Customer's Contact email and further agrees to receive commercial communications from the Provider at the Customer's Contact email.
- 7.10. The Parties undertake to cooperate as necessary in fulfilling this Terms of Service. If either Party discovers that the performance of these Terms of Service is jeopardized for any reason, it shall promptly notify the other Party and take all reasonable steps to minimize any damage.
- 7.11. The Parties are obliged to inform each other in advance of all significant information and facts that may affect the performance of these Terms of Service, including, but not limited to, changes in contact or payment details, initiation of insolvency proceedings, impending insolvency, insolvency, initiation of execution proceedings, or enforcement proceedings. If it is not possible to notify the other Party of the information or fact in advance because the Party was not aware of it, the Party shall notify the other Party of it without undue delay after becoming aware of it.
- 7.12. The Provider is not obliged to provide the Customer with any updates to the Service or to inform the Customer of any updates.
- 7.13. If the version of the provided Service is not specified in the Contract or these Terms of Service, it is at the Provider's discretion to determine which version of the Service will be provided to the Customer.
- 7.14. **Important:** The Provider is entitled, at any time and at its discretion, without prior notice, to update the software or infrastructure used to provide the Service. This may result in updates to the Service itself – for example, changes, improvements, or modifications to the graphical user interface, or the labelling of certain functions as obsolete and their replacement with new functions. The Provider will primarily carry out such updates during planned Service outages. If required by the Provider, the Customer is obliged to provide the Provider with necessary cooperation in this regard. If the Customer fails to provide the necessary cooperation, the Customer forfeits any rights arising from defects in the Service and is not entitled to any compensation for loss resulting from the failure to perform the update.
- 7.15. **Important:** In the event of the Customer's delay in paying the subscription fee or in the event of the Customer's breach of any obligation under Article 4 of these Terms of Service, the Provider is entitled, without prior notice, to suspend the Customer's access to the Service until the Parties resolve the situation. In such case, the Provider shall notify the Customer of the restriction, including stating the reason for it, and shall request the Customer to address the situation. In connection with the exercise of the Provider's rights under this provision, the Customer shall not be entitled to any damages, including damages that may arise as a result of the restriction.

8. Liability for Defects, Compensation for Damages

- 8.1. The subject of these Terms of Service is to enable the Customer's access to the Service. The Provider, in connection with these Terms of Service, is solely responsible to the Customer for

ensuring that the Service will be available to the Customer under the conditions of guaranteed availability and will have expressly agreed-upon functional and non-functional features (will correspond to the agreed specification). In this context, it is irrelevant, and the Provider is not responsible for, the software equipment, hardware, or other means used by the Provider to provide the Service to the Customer.

- 8.2. The Provider is not responsible for defects caused by inadequate technical or program equipment of the Customer, User, or third party, or network connection for accessing the Service or for using the Customer's, User's, or third party's service necessary for the proper functioning of the Service, even if the Provider did not inform the Customer, User, or third party of such requirements before concluding the Contract.
- 8.3. The burden of proof as to whether the Service was properly provided to the Customer and provided for the duration of the commitment in accordance with these Terms of Service lies with the Customer.
- 8.4. Unless otherwise agreed, the rights arising from defective performance shall be governed by the statutory provisions, in particular Section 1914 et seq. of the Civil Code.
- 8.5. The Customer shall be liable for all damages arising to the Provider, User, or third party as a result of the loss, misuse, or theft of access data to the Service, unless caused by the Provider's fault.
- 8.6. **Important:** During the free trial period, the Provider is not liable for any damages incurred by the Customer in connection with the use of the Service – the Customer expressly agrees to this and will not use the Service during the trial period to process any actual (non-fictional) or significant data.
- 8.7. **Important:** Furthermore, the Customer acknowledges that the Provider is not responsible for the functionality of the Customer's data network, the functionality of the public data network, the functionality of the Customer's hardware, the data uploaded by the Customer to the Service, the condition of other software equipment of the Customer, or any interventions by third parties into other software equipment of the Customer.
- 8.8. **Important:** In the event of damage to the Customer resulting from the Provider's liability for defects in performance, unless caused intentionally or through gross negligence by the Provider, the Parties have agreed, taking into account the conditions of the Service, to limit the compensation for this potential damage, including lost profits incurred by the Customer, so that the total compensation for the damage is limited to the amount of the actual subscription paid by the Customer to the Provider in the last 3 months. The Parties note, considering all circumstances related to the conclusion of the Contract, that the total foreseeable damage that could be incurred by the Customer as a result of defects in performance may not exceed the amount of the actual subscription paid by the Customer to the Provider in the last 3 months.

9. Confidentiality

- 9.1. For the purposes of this Article, the Party that provides the protected information to the other Party shall be referred to as the *Providing Party*, and the Party that receives the protected information from the Providing Party shall be referred to as the *Receiving Party*.
- 9.2. The protected information of the Providing Party shall include: (i) the business secrets of the Providing Party within the meaning of Section 504 of the Civil Code, (ii) data contained in contractual documentation where the Providing Party is a contracting party, (iii) its non-public technical and production data, internal regulations, computer programs, source and object codes of computer programs, data files, know-how, analyses, algorithms, inventions and discoveries, opinions, project plans, and conceptual materials, (iv) information about its financial or economic situation, (v) its advertising ideas and concepts, (vi) information about its employees, customers, or business partners, (vii) personal data processed by it as a controller or as a processor for third parties, and (viii) other information that an average person would consider confidential considering their content or the manner in which they were provided to the Receiving Party.
- 9.3. The obligation of confidentiality does not apply to the protected information of the Providing Party:
- a) that was demonstrably known to the Receiving Party from sources other than the Providing Party and was not obtained by breaching the obligation of confidentiality;
 - b) for which the Providing Party has granted the Receiving Party prior written consent to disclose, make accessible, or use; or
 - c) which the Receiving Party has disclosed, made accessible, or used due to an obligation prescribed by a legal regulation or a public authority.
- 9.4. The Receiving Party is obliged to maintain confidentiality regarding all protected information of the Providing Party. This means, in particular, (i) not to disclose or make this protected information accessible to a third party, and (ii) not to use it for any purpose other than for the performance of the Contract.
- 9.5. Notwithstanding Clause 9.4 of these Terms of Service, the Receiving Party is entitled to disclose the protected information of the Providing Party to a third party for the purpose of fulfilling the Contract, provided that the third party undertakes an obligation of confidentiality to the same extent as the Receiving Party is bound by these Terms of Service. However, if this third party breaches the obligation of confidentiality, the Receiving Party shall be liable to the Providing Party for the breach as if it had committed it itself.
- 9.6. If there is disclosure or provision of protected information to an unauthorized third party, the Receiving Party shall promptly inform the Providing Party and take necessary measures to minimize the harmful consequences.

10. Processing of Personal Data

- 10.1. **Important:** Processing of User's personal data by the Provider as the data controller under the GDPR is governed by privacy principles available on the Provider's website. The Customer

undertakes to inform all Users about this processing by at least referring them to the Provider's privacy principles.

- 10.2. **Important:** Processing of personal data by the Provider as the data processor for the Customer as the data controller under the GDPR is governed by the terms of personal data processing available on the Provider's website. These terms form a part of the Contract under Article 28 of the GDPR Regulation. By entering into the Contract, the Customer declares that they have read and understood the content of the terms of personal data processing and agree to them.

11. Communication of the Parties

- 11.1. Unless explicitly agreed otherwise in the Contract, all notices, warnings, calls, or any other communications related to the Contract are delivered to the Party:
- a) in the case of a subject, which has a data mailbox according to Section 2 of Act No. 300/2008 Coll., on electronic acts and authorized conversion of documents, to its data mailbox;
 - b) to the address registered as its registered seat in the relevant public register; or
 - c) to its Contact email.
- 11.2. If a communication does not require written form, it is sufficient to make it in a simple electronic form or electronic message with a simple electronic signature according to the eIDAS regulation (for example, by email).
- 11.3. An electronic document signed with a recognized or qualified electronic signature is considered a written document for the purposes of the Contract. A data message delivered to the Party through its data mailbox according to Act No. 300/2008 Coll., on electronic acts and authorized document conversion, as amended, also has a written form for the purposes of the Contract.
- 11.4. A Party is entitled to change its Contact email by a notification delivered to the other Party. The change is effective from the working day following the day of delivery of the notification.
- 11.5. The Customer and its Users have the right to communicate with the Provider using any of the communication means available on the page <https://www.requestor.com/contact>.

12. Duration and Term of the Contract

- 12.1. The Contract is concluded for an indefinite period.
- 12.2. The Contract can be terminated by mutual agreement of the Parties, by notice or by withdrawal from the Contract due to its substantial breach by the other Party.
- 12.3. The Contract can be terminated for convenience with a two-month notice period, which expires on the last day of the second calendar month after the month in which the notice was delivered to the other Party (for example, if the notice is delivered on any day in January, the notice period expires on the last day of March). The notice requires a written form.
- 12.4. The Provider is also entitled to withdraw from the Contract if the Customer is more than 1 month in arrears with any payment.

- 12.5. Withdrawal from the Contract requires a written form and is effective from the day it is delivered to the other Party.
- 12.6. Upon termination of the Contract, the Customer is immediately required to cease accessing and using the Service. The Provider will deactivate the Service for the Customer.
- 12.7. **Important:** Upon termination of the Contract, the Customer has the right to a final data backup made by the Provider; the Provider will permanently destroy any other Customer data. The Customer's right to the final data backup lasts for 30 days from the termination of the Contract. Within this thirty-day period, the Customer may exercise this right by delivering a written request for the data backup to the Provider. If this thirty-day period expires in vain, the Customer's right expires, and the Provider will permanently destroy the data backup (after this point, the Provider will no longer have any Customer data). If the Customer properly and timely exercises the right to receive the data backup, the Provider will issue the data backup in a machine-readable format to the Customer, using appropriate technical means chosen by the Provider.

13. Final Provisions

- 13.1. The Contract and any related legal relations, including data processing terms, are governed by the laws of the Czech Republic, excluding its provisions on conflict of laws and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.2. All disputes arising from the Contract or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court. The proceedings shall take place in Prague. The language of the proceedings shall be English, or Czech, based on the choice of the plaintiff.
- 13.3. All arrangements between the Parties, email and other correspondence, and expressions of will made by the Parties prior to the conclusion of the Contract are irrelevant in relation to the text of the Contract; this does not apply to the Contract itself concluded electronically according to Clause 3.2 of these Terms of Service. The Parties hereby expressly instruct to disregard the mentioned materials when interpreting the intention of the Parties.
- 13.4. The Customer is not entitled to transfer or assign the Contract, any part of it, or any claims against the Provider to a third party without the prior written consent of the Provider.
- 13.5. If any provision of the Contract is or becomes ineffective or invalid, the remaining provisions of the Contract are not affected. The Parties have agreed that all invalid or ineffective provisions will be replaced by valid and effective provisions with the same commercial and legal meaning within 14 days from the day when a written request is delivered to the Party by the other Party.
- 13.6. The Provider excludes the acceptance of any offer with an addition or deviation, in the sense of the last sentence of Section 1740 subsection 3 of the Civil Code.

- 13.7. If any Party does not exercise or omits to exercise any of its rights, it does not waive this right in the future and does not establish a practice between the Parties.
- 13.8. In the event of the Customer's dissolution, the rights and obligations from the Contract do not pass to its legal successor.
- 13.9. **Important:** Some provisions of these Terms of Service may be considered surprising or unreasonable. Such provisions are marked with the bold word "**Important**", and the Provider has specifically alerted the Customer to them, which the Customer confirms by concluding the Contract and agrees with the content of these provisions.
- 13.10. **Important:** The Customer is not a weaker Party. The Parties exclude the application of Sections 558 subsection 2, 1748, 1752 subsection 2, 1763, 1799, and 1800, 2161a, 2161b, 2389b, 2389c, 2389d subsection 2, and 2389e of the Civil Code. The Customer assumes the risk of change of circumstances.
- 13.11. **Important:** The Parties have agreed that the Provider is entitled to change these Terms of Service to a reasonable extent according to Section 1752 of the Civil Code. The Provider will notify the Customer of the change of Terms of Service in accordance with the communication rules of the Parties. Once the notification of the change of Terms of Service is delivered to the Customer, the Customer has the right to reject the change within 1 month by delivering its rejection to the Provider together with the notice of termination of the Contract. In such a case, the Contract will be terminated after the expiration of the notice period according to Clause 12.3 of these Terms of Service.
- 13.12. **Important:** This document was drafted in Czech and English. In case of differences between the two documents, the Czech version shall prevail.