

General Commercial Terms and Conditions – Active 24, s.r.o.

1.	INTRODUCTORY PROVISION.....	1
2.	CONTRACTING PARTIES.....	1
3.	DEFINITION OF TERMS.....	2
4.	RIGHTS AND OBLIGATIONS OF THE PROVIDER.....	5
5.	RIGHTS AND OBLIGATIONS OF THE CLIENT.....	9
6.	TERM OF AGREEMENT.....	11
7.	PAYMENTS.....	13
8.	LIABILITY FOR DAMAGE, AND DAMAGES.....	14
9.	CONFIDENTIALITY OF INFORMATION.....	16
10.	FINAL PROVISIONS.....	17

1. INTRODUCTORY PROVISION

By this procedure under Section 1751 of Act No. 89/2012 of the Collection of Laws of the Czech Republic (Coll.), Civil Code, as amended, ACTIVE 24, s.r.o. has issued these General Commercial Terms and Conditions (hereinafter referred to as “GCTC”).

2. CONTRACTING PARTIES

2.1. ACTIVE 24 is the business company ACTIVE 24, s.r.o., registered office: Sokolovská 394/17, Prague 8, ID: 25115804, VAT ID: CZ25115804, registered in the Commercial Register kept by the Municipal Court in Prague, section C, file No. 51029.

Contact addresses for written communication:

- a) Postal: ACTIVE 24, s.r.o., Sokolovská 394/17, Prague 8 - Karlín, postal code 186 00
- b) E-mail: info@active24.co.uk

hereinafter referred to as the “**Provider**”.

2.2. The Client is a natural person or legal entity to which ACTIVE 24 provides Services under the Agreement made in accordance with these GCTC.

hereinafter referred to as the “**Client**”.

2.3. The contractual relationships between the Provider and the Client are governed by the law of the Czech Republic, particularly by the Civil Code. In case of doubt resulting from differences between language versions of these GCTC, the Czech version shall always prevail.

3. DEFINITION OF TERMS

The capitalized terms as used herein shall have the following meaning for the purposes of these GCTC:

3.1. **Acceptation** by the Provider shall mean the moment of Commencement of Service Use, unless stipulated otherwise in GCTC or in the Agreement.

The Agreement enters into force and effect upon its signature by both contracting parties and/or at the moment of Acceptation of a due and complete Order of the Client by the Provider, unless stipulated otherwise in the Agreement or in these GCTC.

3.2. **Authorized Request:** shall mean a Client's request submitted through the Customer Center at <https://customer.active24.com/> in the section "Authorized Request". The password for the access to the Customer Center may be changed or a new password may be obtained at any time after accessing the e-mail box that is recorded for the given account in the Customer Center or at an officially certified request of the Client.

3.3. **Copyright Act:** shall mean Act No. 121/2000 Coll., on copyright, on copyright-related rights and on amendments to certain Acts (Copyright Act), as amended, or an Act replacing the Copyright Act.

3.4. **Period of Service Use:** shall mean the period for which the Agreement is in effect, i.e. from the Commencement to the end of the Service provision by the Provider to the Client.

3.5. **Invoicing Period:** shall mean the period for which the Service was ordered and for which a pro forma invoice and/or invoice was issued.

3.6. **Contact Address of ACTIVE 24:** shall mean the postal address of the place and/or the electronic mail address stated in article 2.1 of GCTC.

3.7. **Contact Address of the Client** shall mean the postal address of the place and/or the electronic mail address recorded in the Customers Center under article 3.30 of GCTC, announced in the manner referred to in article 5.12 of GCTC.

3.8. **Civil Code:** shall mean Act No. 89/2012 Coll., as amended, in the wording of the implementing regulations; or an Act replacing the Civil Code.

3.9. **Order** shall mean an order of the Provider's Services that is created by the Client in Writing or an order confirmed by the Client. Where an order is placed by the Client otherwise than in Writing (e.g. by phone), the payment based on a pro forma invoice and/or invoice – tax document for the first Invoicing Period of a particular Service shall be deemed to be confirmation of the Order of such Service by the Client within the meaning of this provision. The Agreement and these GCTC may also define which acts of the Client are deemed to be a new Order (see e.g. 6.1.).

3.10. **Client Server Content (Client Data):** shall mean the aggregate of all data in the data space section which is dedicated to the Client, except for the data placed

into this space by the Provider.

3.11. **Recurring Payments** shall mean specific payment methods (e.g. direct debit) that make it possible for the Provider to automatically withdraw payments from the Client's funds for the Services renewal.

3.12. **Notice** (advice, notification): shall mean a notice made in Writing and sent to the Contact Address of the Client or published in the Customer Center or on the Provider's Website.

3.13. **Written, in Writing:** shall mean a document or communication of a contracting party in a

- paper or
- electronic

form delivered to the other party's Contact Address for written communication or posted/provided on the respective Provider's Website. A written notification under this provision shall also mean a notification in the form of a data file that is created when a form on the respective Provider's Website is duly filled out with all the required data or information by the Client and sent according to the Provider's instructions.

3.14. **Rules of Registration of Domain Names** are the rules applying to the Service "Domain Registration" always for a given particular top level domain (TLD), and are always issued and updated by the particular administrator of the given top level domain (e.g. the association CZ NIC for the domain .cz). These rules are available on the website of the administrator of the given top level domain, and the Provider does not guarantee their full translation, updates and full presentation on its Website. The Client using the Service "Domain Registration" provided by the Provider is obliged to become acquainted with the Rules of Registration of Domain Names, to which the Client's Order relates. The most common rules are stated here: <http://www.active24.co.uk/rules>.

3.15. **Server operation:** shall mean operation of a Server for the purpose of data transmission between the Server and the Internet, between Servers or between the Server and the Network Infrastructure.

3.16. **Regulations on electronic signature** shall mean especially Act No. 227/2000 Coll., on electronic signature and on amendments to certain other Acts (Electronic Signature Act), as amended, and Government Decree No. 212/2012 Coll., as amended.

3.17. **Mandate Agreement** shall mean an agreement made between the Client and the Provider for domain registration, where the Provider is registered as the owner of a domain. The exact and current wording of the Mandate Agreement is available on the Provider's Website in the section about the registration of domains, to which the condition of the Provider's registration as the owner of the domain applies. At the time of publication of these GCTC, this condition applies e.g. to the registration of SK domains. The Mandate Agreement is made by the Client by sending an Order of domain registration by proxy or by sending a

request for a change of the domain owner to the Provider. The Mandate Agreement is made by the Provider by the Commencement of provision of the Service of such domain registration. The Client and the Provider may request confirmation of the Mandate Agreement in a paper form at any time and the other party is obliged to grant such request within ten days from its receipt.

3.18. **Domain Registration** (Registration Service, Registration): shall mean a Service provided by the Provider that serves for the registration and maintenance of internet domain names (domains) of the second or third level under the selected TLD (Top Level Domains) registries.

3.19. **Server**: shall mean a physical server, i.e. a computer system in the form of the compact hardware on which the internet services (HTTP server, FTP server, IMAP server, etc.) specified in the Agreement are operated.

3.20. **Network infrastructure**: shall mean a set of hardware and software products allowing operation of the Server.

3.21. **Service** shall mean a service provided by the Provider to the Client under the Agreement made between the Provider and the Client in accordance with GCTC.

3.22. **Agreement** shall mean a Written agreement or agreement made upon sending an Order by the Client and accepting the Order by the Provider, based on which a contractual relationship is established between the Provider and the Client in accordance with GCTC. The agreement shall always include the contact and invoicing data provided by the Client to the extent required by the Provider, together with the Client's acceptance of GCTC, even electronically through the Internet network means.

3.23. **SPAM**: the Provider defines SPAM as an unsolicited (mostly advertising) message disseminated in large quantities in the Internet or in the networks of telecommunication operators e.g. in the form of e-mail, SMS, MMS, contributions to discussion forums, comments, by means of instant messaging and other communication means.

3.24. **TLD (Top Level Domain)** shall mean the top level domain that is stated at the end of a domain name (e.g. .eu, .org, .com); **ccTLD** (country-code) is a national top level domain, i.e. the top level domain that is common for domains of the given state or dependent territory (e.g. the domain .cz is intended for the computer networks in the Czech Republic).

3.25. **Virtual Server**: is created by dividing a physical Server (data space, processor capacity, memory etc.) into multiple parts where the parts – Virtual Servers – may be provided to multiple clients. Shared web hosting services are operated on Virtual Servers.

3.26. **GCTC**: define the business relationship between the Provider and the Client. In accordance with GCTC, the Provider provides or will provide the Client (under Agreement) with Services on the conditions defined by GCTC and/or by the Agreement. By entering into the Agreement the Client confirms that it has become acquainted with the wording of GCTC and agrees that the contractual relationships between the Provider and the Client are governed by GCTC, unless

stipulated otherwise by GCTC and/or by the Agreement. GCTC including annexes, service pricelist, written agreement and other contractual price arrangements form a part of the Agreement and constitute its entire content.

3.27. **Server Operation Failure:** means unplanned discontinuation of the operation of the Server and/or Virtual Server.

3.28. **Provider's Website:** shall mean the internet pages the content of which is administered by the Provider.

3.29. **Commencement of Service Use:** shall mean the moment when the Client began or could have begun to use the Service or when the Service was available under GCTC and/or the Agreement.

3.30. **Customer Center:** shall mean the online interface with a set of tools at the address <https://customer.active24.com/>, which is intended for the administration of Services, including a list of payments or information about the Client (including the Contact Address of the Client) accessible for the Client and/or the Provider. This portal is secured by a qualified certificate of an accredited certification authority.

3.31. **Client Server** shall mean a Server or a part thereof that is dedicated solely and fully to one particular Client.

3.32. **Harmful Content:** shall mean especially, without limitation, such Client Server Content that is inconsistent with:

3.32.1. the laws and legal regulations binding in the territory of the Czech Republic

3.32.2. good morals

3.32.3. principles of fair business practices

3.32.4. customs

3.32.5. court rulings

3.32.6. legal practice of the concerned language territory.

4. RIGHTS AND OBLIGATIONS OF THE PROVIDER

4.1. The Provider undertakes to provide the Client with a Service according to the Agreement and/or GCTC.

4.2. A precondition for the provision of a Service by the Provider is necessary assistance by the Client in situations when some other materials required due to the specifics of particular Services have to be submitted.

4.3. The Provider may refuse to provide Services and to enter into the Agreement with the Client in accordance with the effective legal regulation, Agreement and/or these GCTC particularly for the following reasons:

4.3.1. the Client refuses to accept GCTC and/or other conditions stated in a draft Agreement, including making an advance payment, if required,

4.3.2. the Client refuses to provide data required by the Provider or has provided incomplete or false data,

4.3.3. based on the information available to the Provider it may be reasonably expected that the Client will not fulfil its obligations,

4.3.4. the Client lacks legal capacity to fulfil its obligations,

4.3.5. the Client's conduct is inconsistent with legal regulations or good morals,

4.3.6. the Provider considers entering into the Agreement to be disadvantageous for the Provider.

4.4. Upon delivery of an Order to the Provider or upon receipt of a payment from the Client, the Provider does not guarantee commencement of a Service provision and the Client shall not become automatically entitled thereby to the Commencement of Service Use, see 3.29.

4.5. Where there are several concurrent Orders of a Service that, given its nature, may be provided to only one Client (e.g. registration of a unique domain name), the Acceptation by the Provider shall be decisive for entering into the Agreement and for the Commencement of Service Use.

4.6. The Provider may require the Client to provide information necessary to establish and verify the Client's identity and legal capacity to enter into a contractual relationship with the Provider.

4.7. The Provider undertakes to inform the Client (in the form of Notices) of all circumstances that make it impossible to provide Services under the Agreement if the Provider is aware of such facts beforehand. This applies especially to discontinuation of operation due to necessary administration of the Network Infrastructure, power failure, and renovation of buildings and utility supply mains or premises where the Services are provided.

4.8. The Provider does not verify whether Notices and other notifications have been delivered to the Client. Sending a Notice or other notifications to the Contact Address of the Client is deemed to be the delivery. By accepting these GCTC, the Client acknowledges this fact.

4.9. The Provider shall not hold liability for discontinuation of the Services provision to the Client under these GCTC and/or the Agreement in the event of interference by third parties or force majeure (especially flood, fire, wind, war, earthquake, etc.) or in the event of failure of equipment of third contractors (especially extensive and long-term power failure, telecommunication connection failure, etc.), provided that it is proven that such circumstances could not have been prevented or were not caused by the Provider's negligence and/or were caused by an unavoidable event not arisen from the Service operation.

4.10. If the Provider envisages necessary work on the hardware or software of the machines on which any of the offered Services is operated or which are

immediately connected with the Service operation, and if such work limits the Service function on a one-time basis for more than thirty (30) minutes, then the planned outage shall be announced by the Provider in an adequate manner no later than twenty-four (24) hours before commencing it. A minimum adequate manner shall mean publication of the information about the planned outage in the form of a Notice.

4.11. Unless stipulated otherwise by the Agreement or GCTC, the Client agrees that the Provider may:

4.11.1. discontinue a Service provision for a necessary period of time in order to maintain and repair its equipment, if appropriate,

4.11.2. suspend or limit a Service provision if the Service provision is prevented or limited by an objectively unavoidable event that could not be foreseen or prevented by the Provider (especially force majeure and similar circumstances excluding liability in accordance with the Civil Code),

4.11.3. temporarily discontinue or limit a Service provision to a necessary extent without warning the Client in advance if the Service is used inconsistently with the Agreement and/or GCTC and such usage results in endangerment of the function or functionality of equipment of the Provider or of third parties. This means especially the occurrence of a Harmful Content and/or a Client Server Content

- that is used for illegal obtaining or distribution of software (and other computer programs) for the purpose of distribution (for payment or free of charge) of such illegally obtained or distributed software to third parties (e.g. warez, crack and similar focus),
- that may be classified as SPAM, that serves to send SPAM, refers to SPAM; provision of Services to those Clients that are connected with and published in connection with the term SPAM shall also be excluded,
- that contains unpermitted applications and scripts or that overloads database systems or causes malfunction of Servers,
- that overloads the infrastructure and connection lines or hardware of the Provider or third parties,
- that endangers privacy or security of computer systems of other users of the Internet network or endangers privacy or security of any other parties (e.g. through viruses, password generators, anonymizers, phishing, etc.),
- that contains any information damaging the reputation of the Provider or its employees.

4.12. In other cases of substantial violation of the obligations laid down by GCTC and/or the Agreement and/or legal regulations, the Provider may limit or discontinue a Service provision either without warning the Client in advance or after expiration a period set by the Provider for rectification, if applicable, where such period expires without rectification of the violation.

4.13. The Provider shall not hold liability for any misuse of login data of the Client or personal data of the Client or third parties, based on which the Provider received and accepted a service order or made any required change or modification of existing data and Services, provided the misuse was not caused by the Provider itself.

Sending such data to the Client to the Contact Address indicated by the Client before and/or after contracting the Service, or their repeated sending to the Client after the Client requested their repeated sending shall not be deemed to be misuse of such data by the Provider.

The Provider may change the access codes for an urgent technical reason even without the Client's consent, provided that such measure is necessary for due provision of Services.

4.14. The Provider exercises, in its name and on its account, proprietary rights to the work within the meaning of the Copyright Act, which was created by the Provider in order to fulfil its obligations arising from these GCTC and from the Agreement. The work shall also be governed by the provisions of Sections 65 and 66 of the Copyright Act.

4.15. The Provider confirms that it meets all statutory requirements relating to personal data protection in accordance with the applicable legal regulations.

4.16. The Provider may change the scope, conditions, properties, quality and prices of individual Services. Where a material change unfavorable to the Client takes place, the Provider shall provide the Client with the former Service for the duration of the respective Invoicing Period. After expiration of the Invoicing Period, the Provider shall transfer the Client to another Service that corresponds as closely as possible to the former Service and shall inform the Client thereof by means of a Notice.

4.17. The Provider may terminate provision of the current Services for economic reasons, for the reason of introduction of new Services, change of the market conditions, improvements in the quality of the Services, development of new technologies, etc. The Provider undertakes to replace those Services the provision of which is to be terminated with other similar services, if this is technically possible and economically reasonable. The Provider shall inform the Client of such change in the form of a Notice reasonably in advance.

4.18. The Provider shall hold no liability for the Client Server Content.

4.19. Telephone calls of the Client with the Provider's client support may be recorded for the purposes of internal checking of services and improving their quality or for the purposes of obtaining evidence of a transaction carried out through the client support.

5. RIGHTS AND OBLIGATIONS OF THE CLIENT

5.1. Before the commencement of Service use the Client is obliged to become acquainted with the contents of the Agreement, GCTC and the Rules of Registration of Domain Names.

5.2. By sending and/or confirming an Order, the Client accepts these GCTC and declares at the same time that the Client has become acquainted and agrees with the current Rules of Registration of Domain Names concerning those top level domains to which the Order relates.

5.3. The Client is obliged to use the Provider's Services in a manner securing that they do not infringe rights of third parties and that they comply with the laws and legal regulations binding in the territory of the Czech Republic, good morals, principles of fair business practices, customs or court rulings or legal practice of the respective language territory.

5.4. The Client is obliged to use Services only in a manner that complies with these GCTC, with the Agreement and/or with the Provider's instructions, if any.

5.5. The Client is obliged to protect legitimate interests of the Provider and third parties and not to disseminate information the content of which is inconsistent with legal regulations, the Agreement, these GCTC and/or business practice.

5.6. The Client undertakes to make payments for Services by the due date stated in the invoice or pro forma invoice at the latest. The day of payment of an invoice or pro forma invoice shall mean the day when the payment is credited to the Provider's bank account. The price of a Service shall always be set according to the current pricelist available on the Provider's Website. The pricelist indicates the prices of all provided Services, including the conditions on which the prices apply.

5.7. The Client must not run Harmful Content as a part of the Client Server Content.

5.8. The Client must not disseminate SPAM and facilitate dissemination of SPAM through the Services used at the Provider.

5.9. Unless stated otherwise, the Client may change the method of operation or the scope of the ordered Service for the following period at any time, especially by adding or removing individual components of Services, etc., to the extent that corresponds to the current range of the Provider's services.

5.10. The Client's right to freely dispose of Services or to change them may be temporarily limited by the Provider if:

5.10.1. the Provider has a reasonable suspicion of illegal disposal of the Services and/or serious infringement of third party rights by the Client in connection with the Service operation,

5.10.2. the disposal of Services is limited by a court ruling,

5.10.3. the Client's rights to dispose of Services have to be formally proved.

5.11. The Client acknowledges and agrees that the Client itself must secure its login data and other sensitive information received from the Provider, in a manner excluding their misuse by unauthorized persons as much as possible. As a part of security measures, the Client may change its access data itself.

5.12. Whenever a change occurs, the Client is obliged to update its identification, invoicing and contact data provided when ordering a Service and recorded for the Client's account in the Customer Center, and shall do so within ten (10) days at the latest from the moment when the change took place. Contact data shall be updated by the Client in the Customer Center. The Provider may change data on behalf of the Client only at a request sent by the Client in the form of an Authorized Request or request in a paper form with a certified signature. If the obligation to update is not fulfilled, the Client shall hold full liability for any damage incurred.

5.13. Personal data of the Client shall be disposed of in full compliance with the provisions of the Personal Data Protection Act No. 101/2000 Coll., as amended. This shall not affect the Provider's right to use the data provided by the Client, including the domain name and publicly accessible Client Server Content, as follows:

5.13.1. using for marketing and promotion of services and products provided by the Provider, development and improvement of Services provided to Clients,

5.13.2. including in references,

5.13.3. providing the data necessary for providing a Service to third parties – e.g. when registering a domain.

5.13.4. Use of e-mail boxes of the Client shall also be deemed to be the use under article 5.13.

5.14. The Client agrees that some data provided by the Client in connection with a Service may be publicly accessible (e.g. after making a query about a particular domain name, data of the owner of the registered domain are provided as a processed data output from the databases of central domain registries – "Whois" databases).

5.15. The Client shall hold full liability for the content of its Client Server and declares that the Client is, to the full extent, a holder or authorized user of the copyrights, rights arising from trademarks and other authorizations required by law that are connected with the Provider's Services used by the Client and with the Client Server Content.

5.16. Violation of any of the provisions of these GCTC or the Agreement may constitute a reason for immediate discontinuation of a Service provision. In such case, the Client shall not be entitled to the return of a sum charged for the Service operation until the end of the invoicing period.

5.17. In the form of an Authorized Request made without undue delay, the Client is obliged to report all defects within the scope of the provided Services, Agreement and GCTC as well as a need of any repair to be carried out by the Provider, and to file a complaint about defective provision of a Service without undue delay in the event of provable defective provision of the Service or incorrect statement of costs.

5.18. Complaints shall be filed in writing to the Provider's Contact Address intended for complaints, and shall contain a detailed description of the defect under complaint. Complaints shall be settled within the term set out by law, depending on their complexity and technical or administrative work intensity. Where a complaint about the amount of the charged price for a Service is filed, the complaint shall not have a suspensive effect and the Client is obliged to pay the charged price in the full amount by the due date of the invoice – tax document or pro forma invoice. If a complaint about the amount of the price charged for a Service is justified, the Client shall be entitled to the return of the price amount overpaid or to a price reduction or extension of the Service to the extent corresponding to the amount overpaid.

5.19. The rights and obligations arising from the Agreement shall pass to the legal successors of the Provider and the Client. The Client's rights and obligations from the Agreement may be transferred to third parties only with the prior written consent of the Provider. Any transfer made without the Provider's consent shall be deemed invalid and ineffective to the Provider. If the consent is granted subsequently, the transfer shall be deemed valid and effective as of the day when the consent is granted by the Provider.

All transfers of a Service from the Client to a third party always constitute a transfer of rights and obligations arising from the Agreement for the Client and the Provider. In such case, the Client is obliged to inform the third party of all rights and obligations arising from the Agreement and GCTC.

6. TERM OF AGREEMENT

6.1. Unless the Agreement and/or GCTC stipulate otherwise, the term of the Agreement corresponds to the Period of Service Use; in such case the Period of Service Use is determined by the duration of the Invoicing Period selected by the Client. A payment based on a pro forma invoice and/or invoice – tax document for the following Invoicing Period by the Client shall be deemed to constitute a new Commencement of Service Use, i.e. extension, or shall be deemed to be sending a new Order for the following Invoicing Period by the Client within the meaning of provision 3.9 of these GCTC. If a payment referred to in the preceding sentence is not made and the Client does not announce before expiration of the Invoicing Period that it is not interested in the Service duration for the following Invoicing Period, then the last day of the Invoicing Period shall be deemed to be the day of sending an Order under provision 3.9 of these GCTC.

6.2. The Agreement shall expire:

6.2.1. by written agreement of the contracting parties,

6.2.2. by written termination notice. The Agreement shall expire upon expiration of the agreed Invoicing Period or upon expiration of the notice period if set in the Agreement,

6.2.3. upon expiration of the time for which the Agreement was made,

6.2.4. by withdrawal from the Agreement. The withdrawal shall enter into legal effect on the day when the written withdrawal notice is delivered to a contracting party. For the avoidance of doubt, withdrawal shall be deemed delivered on the **third (3rd) calendar day** from the day of its provable sending. The provision of article 7.14 shall apply accordingly. For the purposes of exercising the right to withdraw from the Agreement, it is necessary to inform of its withdrawal from the Agreement in the form of a unilateral legal act, e.g. a letter sent through a postal service provider or in the form of an Authorized Request. Subsequently the Provider shall send the Client a confirmation of receipt of the notice of withdrawal from the Agreement.

6.2.5. If the Agreement was made by using the means of distance communication, e.g. by filling out an order on the respective Provider's Website, the Client may withdraw from the Agreement without giving the reason and without any sanction within 14 days from the receipt of performance or Commencement of Service provision.

The Client hereby expressly agrees that the service "Domain Registration" may be irreversibly provided even prior to expiration of the statutory term for withdrawal from an agreement made at a distance or outside of business premises, if the Client makes a payment for the Domain Registration under the Agreement prior to expiration of that term. In such case, in accordance with the provision of Section 1837 (d) and (l) of Act No. 89/2012 Coll., the Client shall have no right to withdraw from the Agreement.

If it is not a case referred to in the preceding section and the Client withdraws from the agreement within 14 days from its making at a distance, the Provider shall return the Client, without undue delay but no later than within 14 days from the receipt of the Client's notice of withdrawal from the Agreement, any payments received by the Provider from the Client under the Agreement. The payments shall be returned by the same method of payment that was used by the Client to carry out the initial transaction, unless expressly stipulated otherwise by the Client. The Client shall not incur any further costs but is obliged to pay a proportionate part of the price for the provided services.

In order to comply with the term for withdrawal from the Agreement, it shall suffice to send a notice of withdrawal from the Agreement before expiration of the respective term.

6.3. For the purposes of article 6.2, written form shall mean

6.3.1. a paper form if the Agreement was made in a paper form, otherwise

6.3.2. the form of an Authorized Request or a paper form with an officially certified signature of the Client.

6.4. The contracting parties undertake that **within thirty (30) calendar days** at the latest from the expiration of the Agreement they shall settle all pecuniary receivables and liabilities arising from the Agreement that have not been settled by then. The provision of article 7.14 shall not be thereby affected.

6.5. The Service use shall be governed by these GCTC in effect at the moment when the Service is actually used. All provisions of these GCTC or of the respective Agreement shall survive termination of the Agreement for any reason and in any manner.

7. PAYMENTS

7.1. The Client acknowledges and agrees that it holds liability for making timely payments to the Provider in a correct amount, under a correct reference number and to a correct bank account.

7.2. Any charges connected with making a payment shall be paid by the Client, not by the Provider. It is especially a bank charge for an outbound payment or international payment.

7.3. A payment shall be deemed made if it is credited to a correct account of the Provider, with a correct identification of the payment (reference number) and in a correct amount (after deducting all bank charges) by the due date. If a payment does not fulfil these conditions, the Provider shall reserve the right not to commence the Service provision or to limit, suspend or terminate the Service provision.

7.4. If a payment is delayed, the Provider may charge the Client the interest on late payment amounting to **0.05 percent** for each day of the payment delay.

7.5. Within **fifteen (15) days** from the day when the payment made by the Client upon a pro forma invoice is credited to the Provider's account, the Provider shall issue a regular tax document for the payment.

7.6. The Client agrees that sending a tax document to the contact address of the Client's electronic mail and/or making a tax document accessible in an electronic format (e.g. .pdf) in the Customer Center shall be deemed to be sufficient delivery of a tax document. In such case, the date of delivery shall be the day when the tax document is placed in the Customer Center.

7.7. VAT shall be charged to the prices under the legal regulations in force. In accordance with such regulations, the tax documents shall indicate the date of taxable performance.

7.8. Within thirty (30) days, the Provider shall return liabilities, in an amount reduced by the bank charges, that arose:

7.8.1. due to withdrawal from the Agreement, where the provision of article 7.14 shall apply accordingly

7.8.2. due to incorrect or multiple payment by the Client if the amount to be returned exceeds one hundred (100.00) CZK. An amount below 100.00 CZK

may be used to cover the administrative costs connected with the incorrectly made payment.

7.9. The Client acknowledges and agrees that the ordered Services shall be provided to the Client after the payment for the Service is made. If a payment for the ordered Services is not credited to the Provider's account within one (1) month from the date of delivery of the Order to the Provider, the Order shall be cancelled.

7.10. Where so allowed by the Provider, the Client may grant consent, in its account in the Customer Center or in an Order, to the Provider to withdraw Recurring Payments. By granting such consent, the Client authorizes the Provider to automatically withdraw fees for the Services that were not terminated by the Client at least 30 days before the end of the Invoicing Period.

7.11. Granting consent to Recurring Payments does not relieve the Client from the obligation to make timely, full and correct payments to the Provider for the Services. If a Recurring Payment is not made or is cancelled for reasons on the part of the Client or the Client's bank, the Client is obliged to pay the Provider additional costs and related administrative charges.

7.12. If the Client cancels a Recurring Payment that has already been made, the Client shall pay the Provider the costs connected with the collection of the sum outstanding.

7.13. The Provider reserves the right to authorize a third party to collect the Provider's receivables and, if necessary, to limit, suspend or terminate even other Services provided to the Client by the Provider.

7.14. Unless stipulated otherwise by the Agreement or GCTC, where a Service is terminated or Agreement expires (see article 6.2) in the course of an Invoicing Period, the Client shall not be entitled to the return of a sum for the Service operation until the end of that Invoicing Period.

8. LIABILITY FOR DAMAGE, AND DAMAGES

8.1. Where a Service provision is discontinued or limited due to force majeure, for reasons stated in the Agreement, GCTC, Order, legal regulations and/or in events usual between the contracting parties, such discontinuation or limitation shall not constitute defective performance by the Provider, and the Client shall not have rights related to defective performance.

8.2. The contracting parties agree and acknowledge that unless stated otherwise in GCTC and/or in the Agreement, the aggrieved party shall be entitled to compensation for any damage caused by the other party's activities or omissions in connection with the performance under the Agreement and GCTC. The contracting parties shall be entitled to compensation for damage only in the amount of the actually proved damage not including any loss of profit.

8.3. The maximum amount of damages to be paid by the Provider to the Client shall not exceed five times (5x) the monthly payment by the Client for the Service.

8.4. The Provider shall not be liable for damage incurred during the provision of Services under the Agreement and GCTC:

8.4.1. if the Client has failed to fulfil the obligations laid down by these GCTC and/or the Agreement;

8.4.2. if the Client has failed to pay all fees for all the provided Services in a due and timely manner;

8.4.3. if the Agreement has been terminated;

8.4.4. if a Service is non-functional due to a preceding conduct of the Client that is inconsistent with the Agreement and/or GCTC;

8.4.5. if the Client has failed to report defective performance of a Service in writing in a provable manner (preferably in the form of an Authorized Request) within **twenty-four (24) hours** at the latest from the Service renewal;

8.4.6. if the Services are used or misused by third parties in an illegal manner, which may include, without limitation, a situation when the access to the Client data is obtained by making use of weaknesses or mistakes (whether or not the Provider could have known of them at the time of the use or misuse of the Services) that may be present in the Services or devices of the Provider supplied by third parties, on which the Services are operated;

8.4.7. if the Client or its customers incur(s), in connection with the provision of Services under GCTC and the Agreement or in connection with the enforcement of these GCTC and the Agreement, an obligation to pay any indirect, incidental, special, consequential or court- (arbitrator-) ordered damages, contractual fine, lump-sum compensation, amount for the Agreement termination, etc., even if the Provider has been notified of a possibility of causing such situations;

8.4.8. if the Client or its customers incur(s), in connection with the provision of Services under GCTC and the Agreement or in connection with the enforcement of these GCTC and the Agreement, a loss of profit, income, data or opportunity of their use by the Client, even if the Provider has been notified of a possibility of causing such situations;

8.4.9. if the Client or its customers incur(s) obligations, losses, costs or claims, including attorney's fees, in connection with or in consequence of the operation or intended operation of any Client's Service or product sold through the Client, its representatives, employees or agents;

8.4.10. if the Client or its customers incur(s) an obligation or liability in connection with:

a) infringement of copyrights;

b) any material delivered by the Client, which infringes or apparently infringes proprietary rights of a third party;

- c) any bodily harm or damage to property that was caused by a product sold or otherwise distributed in connection with a Service of the Provider;
- d) any defective product sold by the Client through a Service of the Provider.

8.5. The Provider shall hold liability only for actual damage caused by the Provider to the Client willfully or through gross negligence.

8.6. The Provider shall not hold liability for any damage caused due to the fact that the Client does not receive, does not receive in time or does not acknowledge a delivered notice of a necessity to renew Services, or due to the fact that the Provider cannot reach the Client when using the contact data recorded for the Client's account in the Customer Center.

8.7. If the Provider fails to fulfil the contractual obligations and such failure cannot be classified as willful failure or gross negligence, the Provider shall use its best reasonable efforts, including its expertise, to renew the Service. This shall not include the Provider's obligation to purchase the domain name or cover the costs of domain disputes and the related legal steps.

8.8. Notwithstanding any other arrangement in these GCTC, if a service is not provided under the Agreement, the Provider's liability shall be limited only to the obligation to promptly rectify the defect or to return a price that was unjustly charged or to reduce the price proportionately. Unless stated otherwise in the Agreement, the Provider is not obliged to compensate the Client for damage due to failure to provide a Service or due to defective performance.

8.9. The Client shall hold liability for damage caused to itself, to the Provider or to a third party by providing false or misleading data in the Agreement or order.

8.10. The Client shall hold liability for damage incurred by the Provider provably through the Client's fault or through the fault of a user who was allowed by the Client, either willfully or through negligence, to cause the damage.

8.11. The Client shall hold liability for damage incurred by the Provider where the Client, despite prior warning by the Provider, continues in an activity that was classified by the Provider as an activity constituting misuse of the Service.

9. CONFIDENTIALITY OF INFORMATION

9.1. Unless stipulated otherwise by the Agreement and/or GCTC, the contracting parties shall deem confidential, within the meaning of Section 504 of the Civil Code, all information about the other party that arises from the made Agreement or that is learned by them in connection with the performance of the Agreement, and they shall not disclose such information, make it available or allow its disclosure to any third party without prior written consent of the other contracting party.

9.2. The confidentiality obligation shall not apply to the information about entering into a contractual relationship and to any information that is publicly available, to the identification data and operating documents that are or may be a subject-matter of a trade secret and are provided to law enforcement authorities

or to a court in court proceedings held between the Provider and the Client, the information required by courts, public authorities, law enforcement authorities, auditors for the purposes set out by law or by tax advisors of the contracting parties.

9.3. The confidentiality obligation shall not apply to the information provided as compulsory data required for domain registration, which were provided to the respective TLD administrator or to the commercial partner through which the registration takes place.

9.4. The confidentiality obligation shall not apply to the provision of information to subsidiary companies, parent companies or affiliated companies or legal or accounting advisors and auditors and the contracting parties have to bind such subsidiary companies, parent companies or affiliated companies or legal or accounting advisors and auditors to maintain the same degree of confidentiality.

9.5. In the event of increased requirements for confidentiality or protection of transmitted data, which exceed the technical and operational capabilities of the Provider, appropriate measures shall be taken on the Client's part to secure the confidentiality (e.g. by obtaining tools for encryption/decryption of communication).

9.6. The contracting parties agree not to use, without prior written consent of the other party, the names, brands, trademarks, logos and designations of the other party, unless stipulated otherwise in the Agreement and/or GCTC.

9.7. In order to maintain the quality of Services and in connection with the technological nature of operation of the Internet network, the Provider may monitor the operation of its DNS, web and database Servers, including the IP addresses of the computers contacting the Provider's Servers through the Internet worldwide computer network; and the Provider may also archive and evaluate such information, especially for the reasons of technical securing the operation of Services and their extension depending on the actual use.

9.8. During its activities relating to the Agreement, the Client is obliged to protect the rights to intangible goods of the Provider and other entities, the use of which was arranged for the Client by the Provider under the Agreement.

10. FINAL PROVISIONS

10.1. The effective GCTC are available on the respective Provider's Website (see <http://active24.co.uk/agreement>).

10.2. The Client agrees that the Provider may change its GCTC in the course of the Service provision.

10.3. The Provider and the Client agree that the Provider shall announce changes of GCTC in the form of a Notice. Where a Notice announces a substantial change of GCTC that constitutes worsening of GCTC for the Client, the Client may terminate the Agreement under article 6.2 within thirty (30) days from the day when the Notice is sent. Otherwise, it shall be deemed that the Client accepts the changes.

10.4. By accepting these GCTC, the Client agrees that the Provider will send the Client, to the Client's contact address for electronic mail, information about the provision of the Services ordered by the Client from the Provider, as well as commercial messages under Section 2 (f) and Section 7 of Act No. 480/2004 Coll., on certain information society services and on amendments to certain Acts (Certain Information Society Services Act).

The Client may subsequently change its consent to the sending of commercial messages through the Provider's Customer Center. This shall not affect the Provider's rights to send any Notices and notifications that do not have the nature of a commercial message to the Client to the Client's contact address for electronic mail.

10.5. If there is any discrepancy between the provisions of the Agreement and GCTC, the provisions of the Agreement shall take precedence over GCTC.

10.6. GCTC shall cease to have effect on the day when later GCTC enter into effect.

10.7. The current GCTC shall be repealed on the day stated in article 10.8.

10.8. These GCTC enter into force and effect on 27 th January 2016.

10.9. Any disputes arisen from the relationships between the Provider and the Client shall be primarily settled amicably. If amicable settlement is not reached, all disputes arisen from and in connection with this relationship shall be finally settled by the general courts of the Czech Republic.

Microsoft Cloud Agreement

This Microsoft Cloud Agreement is between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually ("you" or "your"), and Microsoft Ireland Operations Limited ("Microsoft", "we", "us", or "our"). It consists of the terms and conditions below, as well as the Online Services Terms, and the SLA (together, the "agreement"). It is effective on the date that your Reseller provisions your Subscription. Key terms are defined in Section 11.

1. Use of Online Services.

a. Right to use. We grant you the right to access and use the Online Services and to install and use the Software included with your Subscription, as further described in this agreement. We reserve all other rights.

b. Choosing a Reseller. You must choose and maintain a Reseller authorized within your region. If Microsoft or Reseller chooses to discontinue doing business with each other, you must choose a replacement Reseller or purchase a Subscription directly from Microsoft, which may require you to accept different terms.

c. Reseller Administrator Access and Customer Data. You acknowledge and agree that (i) once you have chosen a Reseller, that Reseller will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, you may request additional administrator privileges from your Reseller; (ii) Reseller's privacy practices with respect to Customer Data or any services provided by Reseller may differ from Microsoft's privacy practices; and (iii) Reseller may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. You consent to Microsoft providing Reseller with Customer Data and information that you provide to Microsoft for purposes of ordering, provisioning and administering the Online Services.

d. Acceptable use. You may use the Product only in accordance with this agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Product, except to the extent applicable law permits it despite these limitations. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Online Services. You may not rent, lease, lend, resell, transfer, or host the Product, or any portion thereof, to or for third parties except as expressly permitted in the Online Services Terms.

e. End Users. You control access by End Users, and you are responsible for their use of the Product in accordance with this agreement. For example, you will ensure End Users comply with the Acceptable Use Policy.

f. Customer Data. You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Online Services to you without violating the rights of any third party or otherwise obligating Microsoft to you or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to your use of the Product other than as expressly set forth in this agreement or as required by applicable law.

g. Responsibility for your accounts. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Online Services. You must promptly notify customer support about any possible misuse of your accounts or authentication credentials or any security incident related to the Online Services.

h. Eligibility for Academic, Government and Nonprofit versions. You agree that if you are purchasing an academic, government or nonprofit offer, you meet the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at <http://go.microsoft.com/academic>;

(ii) For government offers, the requirements listed at <http://go.microsoft.com/government>; and

(iii) For nonprofit offers, the requirements listed at <http://go.microsoft.com/nonprofit>. Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

i. Preview releases. We may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered

by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into “General Availability.”

2. Subscriptions, ordering.

a. Available Subscription offers. The Subscription offers available to you will be established by your Reseller and generally can be categorized as one or a combination of the following:

(i) Commitment Offering. You commit in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis in advance of use.

(ii) Consumption Offering (also called Pay-As-You-Go). You pay based on actual usage with no upfront commitment.

(iii) Limited Offering. You receive a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

b. Ordering.

(i) Orders must be placed through your designated Reseller. You may place orders for your Affiliates under this agreement and grant your Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. You also may assign the rights granted under Section 1.a to a third party for use by that third party in your internal business. If you grant any rights to Affiliates or third parties with respect to Software or your Subscription, such Affiliates or third parties will be bound by this agreement and you agree to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) Your Reseller may permit you to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.

c. Pricing and payment. Prices for each Product and any terms and conditions for invoicing and payment will be established by your Reseller.

d. Renewal.

(i) Upon renewal of your Subscription, you may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.

(ii) Your Subscription will automatically renew unless you provide your Reseller with notice of your intent not to renew prior to the expiration of the Term.

e. Taxes. The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial

3. Term, termination, and suspension.

a. Agreement term and termination. This agreement will remain in effect until the expiration or termination of your Subscription, whichever is earliest. You may terminate this agreement at any time by contacting your Reseller. The expiration or termination of this agreement will only terminate your right to place new orders for additional Products under this agreement.

b. Cancellation or transfer of Subscription. Your Reseller will establish the terms and conditions, if any, upon which you may cancel or transfer a Subscription.

c. Suspension. We may suspend your use of the Online Services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; (2) you fail to respond to a claim of alleged infringement under Section 6 within a reasonable time; or (3) you do not abide by the Acceptable Use Policy or you violate other terms of this agreement. If one or more of these conditions occurs, then:

(i) For Limited Offerings, we may suspend your use of the Online Services or terminate your Subscription and your account immediately without notice.

(ii) For all other Subscriptions, a suspension will apply to the minimum necessary part of the Online Services and will be in effect only while the condition or need exists. We will give notice to the named administrators for your Subscription, which may be you and/or your Reseller, before we suspend, except where we reasonably believe we need to suspend immediately. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate your Subscription and delete your Customer Data without any retention period. We may also terminate your Subscription if your use of the Online Services is suspended more than twice in any 12-month period.

4. Security, privacy, and data protection.

a. You consent to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. You may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. You will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

b. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by your Reseller.

c. You consent and authorize Microsoft (and its service providers and subcontractors), at Reseller's direction or as required by law, to access and disclose to law enforcement or other government authorities data from, about or related to you, including the content of communications (or to provide law enforcement or other government entities access to such data).

d. As and to the extent required by law, you shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Reseller or as required by law, and you shall obtain the users' consent to the same.

e. You appoint Reseller as your agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. Warranties.

a. Limited warranty.

(i) Online Services. We warrant that the Online Services will meet the terms of the SLA during the Term. Your only remedies for breach of this warranty are those in the SLA.

(ii) Software. We warrant for one year from the date you first use the Software that it will perform substantially as described in the applicable user documentation. If Software fails to meet this warranty we will, at our option and as your exclusive remedy, either (1) return the price paid for the Software or (2) repair or replace the Software.

b. Limited warranty exclusions. This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;

(ii) this limited warranty does not cover problems caused by accident, abuse or use of the Products in a manner inconsistent with this agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;

(iii) this limited warranty does not apply to problems caused by a failure to meet minimum system requirements; and

(iv) this limited warranty does not apply to Previews or Limited Offerings.

c. DISCLAIMER. Other than this warranty, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply except to the extent applicable law does not permit them.

6. Defense of claims.

a. Defense.

(i) We will defend you against any claims made by an unaffiliated third party that a Product infringes that third party's patent, copyright or trademark or makes unlawful use of its trade secret.

(ii) You will defend us against any claims made by an unaffiliated third party that (1) any Customer Data, Customer Solution, or Non-Microsoft Products, or services you provide, directly or indirectly, in using a Product infringes the third party's patent, copyright, or trademark or makes unlawful use of its trade secret; or (2) arises from violation of the Acceptable Use Policy.

b. Limitations. Our obligations in Section 6.a won't apply to a claim or award based on: (i) any Customer Solution, Customer Data, Non-Microsoft Products, modifications you make to the Product, or services or materials you provide or make available as part of using the Product; (ii) your combination of the Product with, or damages based upon the value of, Customer Data, or a Non-Microsoft Product, data, or business process; (iii) your use of a Microsoft trademark without our express written

consent, or your use of the Product after we notify you to stop due to a third-party claim; (iv) your redistribution of the Product to, or use for the benefit of, any unaffiliated third party; or (v) Products provided free of charge.

c. Remedies. If we reasonably believe that a claim under Section 6.a.(i) may bar your use of the Product, we will seek to: (i) obtain the right for you to keep using it; or (ii) modify or replace it with a functional equivalent and notify you to stop use of the prior version of the Product. If these options are not commercially reasonable, we may terminate your rights to use the Product and then refund any advance payments for unused Subscription rights.

d. Obligations. Each party must notify the other promptly of a claim under this Section 6. The party seeking protection must (i) give the other sole control over the defense and settlement of the claim; and (ii) give reasonable help in defending the claim. The party providing the protection will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment or settlement. The parties' respective rights to defense and payment of judgments (or settlement the other consents to) under this Section 6 are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law or statutory rights.

7. Limitation of liability.

a. Limitation. The aggregate liability of each party for all claims under this agreement is limited to direct damages up to the amount paid under this agreement for the Online Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription. For Products provided free of charge, Microsoft's liability is limited to direct damages up to \$5,000.00 USD.

b. EXCLUSION. Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable.

c. Exceptions to limitations. The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 6; or (2) violation of the other's intellectual property rights.

8. Software.

a. Additional Software for use with the Online Services. To enable optimal access and use of certain Online Services, you may install and use certain Software in connection with your use of the Online Service. The number of copies of the Software you will be permitted to use or the number of devices on which you will be permitted to use the Software will be as described in the Online Services Terms in the product specific license terms for the Online Service. We may check the version of the Software you are using and recommend or download updates, with or without notice, to your devices. Failure to install updates may affect your ability to use certain functions of the Online Service. You must uninstall the Software when your right to

use it ends. We may also disable it at that time. Your rights to access Software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

b. License confirmation. Proof of your Software license is (1) this agreement, (2) any order confirmation, and (3) proof of payment.

c. License rights are not related to fulfillment of Software media. Your acquisition of Software media or access to a network source does not affect your license to Software obtained under this agreement. We license Software to you, we do not sell it.

d. Transferring and assigning licenses. License transfers are not permitted.

9. Support.

Support services for Products purchased under this agreement will be provided by your Reseller.

10. Miscellaneous.

a. Notices. You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:	Copies should be sent to:
Microsoft Ireland Operations Limited Atrium Block B Carmenhall Road Sandyford Industrial Estate Dublin 18, Ireland	Microsoft Corporation Legal and Corporate Affairs Volume Licensing Group One Microsoft Way Redmond, WA 98052, USA Per Fax: (425) 936-7329

You agree to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

b. Assignment. You may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without your consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.

c. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

d. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

e. No agency. This agreement does not create an agency, partnership, or joint venture.

f. No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

g. Applicable law and venue. This agreement is governed by the laws of Ireland. If we bring an action to enforce this agreement, we will bring it in the jurisdiction where you have your headquarters. If you bring an action to enforce this agreement, you will bring it in Ireland. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.

h. Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this Microsoft Online Subscription Agreement, (2) the Online Services Terms, and (3) any other documents in this agreement.

i. Survival. The terms in Sections 1, 2.e, 5, 6, 7, 10 and 11 will survive termination or expiration of this agreement.

j. U.S. export jurisdiction. The Products are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

k. Force majeure. Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.

l. Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

m. Waiver of right to void online purchases. To the maximum extent permitted by applicable law, you waive your rights to void purchases under this agreement pursuant to any law governing distance selling or electronic or online agreements, as well as any right or obligation regarding prior information, subsequent confirmation, rights of withdrawal, or cooling-off periods.

11. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

“Affiliate” means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. “Ownership” means, for purposes of this definition, control of more than a 50% interest in an entity.

“Consumption Offering”, “Commitment Offering”, or “Limited Offering” describe categories of Subscription offers and are defined in Section 2.

“Customer Data” is defined in the Online Services Terms.

“Customer Solution” is defined in the Online Services Terms.

“End User” means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution.

“Non-Microsoft Product” is defined in the Online Services Terms.

“Online Services” means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

“Online Services Terms” means the terms that apply to your use of the Products available at <http://www.microsoft.com/licensing/onlineuserights>. The Online Services Terms include terms governing your use of Products that are in addition to the terms in this agreement.

“Previews” means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

“Product” means any Online Service (including any Software).

“Reseller” means an entity authorized by Microsoft to resell Software licenses and Online Service Subscriptions under this program and engaged by you to provide assistance with your Subscription.

“SLA” means the commitments we make regarding delivery and/or performance of an Online Service, as published at <http://www.microsoftvolumelicensing.com/csla>, or at an alternate site that we identify.

“Software” means software we provide for installation on your device as part of your Subscription or to use with the Online Service to enable certain functionality.

“Subscription” means an enrollment for Online Services for a defined Term as established by your Reseller.

“Term” means the duration of a Subscription (e.g., 30 days or 12 months).