

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

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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-mails: 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.

2.4. The Provider declares that in view of the nature of its services, these are not intended for minors (children).

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 address 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. **GDPR:** EU General Data Protection Regulation.

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

3.7. **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.

3.8. **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.

3.9. **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.

3.10. **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.).

3.11. **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.

3.12. **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.

3.13. **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.

3.14. **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.

3.15. **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>.

3.16. **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.

3.17. **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.

3.18. **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 Acceptation of 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 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 remaining part 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. 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).

5.14. 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.

5.15. 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.

5.16. 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.

5.17. 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.

5.18. 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 3.10 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 3.10 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 7.15 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 7.15 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. The Client agrees to receive the electronic receipts according to the Act on Registration of Sales No. 112/2016 Coll. in the in the Customer Center account.

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

7.9.1. due to withdrawal from the Agreement, where the provision of article 7.15 shall apply accordingly

7.9.2. 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.

7.10. 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.

7.11. 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.

7.12. 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.

7.13. 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.

7.14. 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.

7.15. 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

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 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 for this purpose 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. PROCESSING OF PERSONAL DATA

10.1. The definition of Personal Data, Special Categories of Personal Data (Sensitive Personal Data), Processing of Personal Data, Data Subject, Controller and Processor is equivalent to how the terms are used and interpreted in applicable privacy legislation, including GDPR.

10.2. For purposes of the Agreement and GCTC, Client and ACTIVE 24 agree that Client is the Controller of personal data and ACTIVE 24 is the Processor of such data, except when Client acts as a processor of personal data, in which case ACTIVE 24 is a subprocessor.

10.3. The Processor operates in accordance with the ACTIVE 24 Privacy Statement, available at <https://active24.co.uk/privacy>.

10.4. This section of GCTC regulates the Processor's Processing of Personal Data on behalf of the Controller, and outlines how the Processor shall contribute to ensure privacy on behalf of the Controller and its registered Data Subjects, through technical and organisational measures according to applicable privacy legislation, including the GDPR.

10.5. The purpose behind the Processor's Processing of Personal Data on behalf of the Controller is to fulfil the Agreements and this GCTC.

10.6. The Processor shall only Process Personal Data on behalf of and in accordance with the Controller's instructions. The Controller instructs the Processor to process Personal Data in the following manner;

- i) only in accordance with applicable law,
- ii) to fulfil all obligations according to the Agreement,
- iii) as further specified via the Controller's ordinary use of the Processor's services and
- iv) as specified in this GCTC

10.7. The Processor shall, upon becoming aware of it, notify the Controller of instructions or other Processing activities by the Controller which in the opinion of the Processor, infringes applicable privacy legislation.

10.8. Due to the nature of the Provider's services, their scope and variety of use by customers, it is not possible for the Processor to keep a record of personal data categories and categories of data subjects. These categories of processing are fully recorded by the Controller. The Controller is obliged to provide the categories to the Processor upon request without undue delay.

10.9. The Processor shall ensure the confidentiality, integrity and availability of Personal Data according to privacy legislation applicable to the Processor. The Processor shall implement systematic, organisational and technical measures to ensure an appropriate level of security, taking into account the state of the art and cost of implementation in relation to the risk represented by the Processing, and the nature of the Personal Data to be protected.

10.10. The Processor shall assist the Controller by appropriate technical and organisational measures, insofar as possible and taking into account the nature of

the Processing and the information available to the Processor, in fulfilling the Controller's obligations under applicable privacy legislation with regards to request from Data Subjects, and general privacy compliance under the GDPR.

10.11. If the Controller requires information about security measures, documentation or other forms of information regarding how the Processor processes Personal Data, and such requests exceed the standard information provided by the Processor to comply with applicable privacy legislation as Processor, and imposes additional work on the Processor, the Processor may charge the Controller for such additional services.

10.12. The Processor and its staff shall ensure confidentiality concerning the Personal Data subject to Processing in accordance with this GCTC. This provision also applies after the termination of the Agreement.

10.13. The Processor will, by notifying the Controller without undue delay, enable the Controller to comply with the legal requirements regarding notification to data authorities or Data Subjects about incidents.

10.14. Further, the Processor will to the extent it is appropriate and lawful notify the Controller of;

- i) requests for the disclosure of Personal Data received from a Data Subject,
- ii) requests for the disclosure of Personal Data by governmental authorities, such as the police

10.15. The Processor will not respond directly to requests from Data Subjects unless authorised by the Controller to do so. The Processor will not disclose information tied to the Agreement to governmental authorities such as the police, hereunder Personal Data, except as obligated by law, such as through a court order or similar warrant.

10.16. The Controller confirms that:

- The Controller shall, when using the services provided by the Processor under the Agreement and the GCTC, process Personal Data in accordance with the requirements of applicable privacy legislation.
- The Controller has legal authority to process and disclose to the Processor (including any subcontractors used by the Processor) the Personal Data in question.
- The Controller has the sole responsibility for the accuracy, integrity, content, reliability and lawfulness of the Personal Data disclosed to the Processor.
- The Controller has fulfilled all mandatory requirements and duties to file notifications with or get authorisation from the relevant regulatory authorities regarding the processing of the Personal Data.
- The Controller has fulfilled its duties to provide relevant information to Data Subjects regarding processing of Personal Data according to mandatory data protection legislation.

- The Controller agrees to that the Processor has provided guarantees with regards to implementation of technical and organisational security measures sufficient to safeguard Data Subject's privacy rights and their Personal Data.
- The Controller shall, when using the services provided by the Processor under the Services Agreement, not communicate any Sensitive Personal Data to the Processor, unless this is explicitly agreed.
- The Controller shall maintain an up to date register over the types and categories of Personal data and its subjects, its Processes.

10.17. As part of the delivery of services to the Controller according to the Agreement and the GCTC, the Processor may make use of subcontractors. Such subcontractors can be other companies within the Processor's ownership structure or external third party subcontractors located within or outside the EU. The Processor shall ensure that subcontractors agree to undertake responsibilities corresponding to the obligations set out in this GCTC. All use of subcontractors is subject to the ACTIVE 24 Privacy Statement.

10.18. The current overview of subcontractors with access to Personal Data is published and continuously updated in ACTIVE 24 Privacy Statement <https://www.active24.co.uk/privacy>. The Controller may also request a complete overview and more detailed information about subcontractors involved in the Agreements at any time.

10.19. If the subcontractors are located outside the EU, the Controller gives the Processor authorisation to ensure proper legal grounds for the transfer of Personal Data out of the EU on behalf of the Controller, hereunder by entering into EU Model Clauses or transferring Personal Data in accordance with the Privacy Shield.

10.20. The Controller shall be notified in advance of any changes of subcontractors that Process Personal Data by updating the online subcontractors overview at <https://www.active24.co.uk/privacy>.

10.21. If the new subcontractor is demonstrably non-compliant with applicable privacy legislation, and the subcontractor continues to be non-compliant after the Processor has been given reasonable time to ensure compliance from the subcontractor, then the Controller may terminate the Agreement. An important part of such assessments shall be to what extent the subcontractor's Processing of Personal Data is a necessary part of the services provided under the Agreement. The change of subcontractor will not in itself be considered as a breach of the Agreement.

10.22. The Controller accepts the Processor's use of subcontractors as described above.

10.23. The Processor is committed to provide a high level of security in its products and services. The Processor provides its security level through organisational, technical and physical security measures, according to the requirements on information security measures outlined in GDPR

10.24. Further, the internal privacy framework developed by the Processor aims to safeguard the confidentiality, integrity, resilience and availability of Personal Data. The following measures are of particular importance in this regard:

- Classification of Personal Data to ensure implementation of security measures equivalent to risk assessments.
- Assess use of encryption and pseudonymization as risk mitigating factors.
- Limiting access to Personal Data to those that need the access to fulfil obligations according to Agreement and GCTC.
- Manage systems that detects, restore, prevents and reports privacy incidents.
- Use of security self-assessments to analyse whether current technical and organisational measures are sufficient to protect Personal Data, taking into account the requirements outlined in applicable privacy legislation.

10.25. The Controller may audit the Processor's compliance with the Agreement and this GCTC up to once a year. If required by legislation applicable to the Controller, the Controller may request audits more frequently. To request an audit, the Controller must submit a detailed audit plan at least four weeks in advance of the proposed audit date to the Processor, describing the proposed scope, duration, and start date of the audit. If any third party is to conduct the audit, it must as a main rule be mutually agreed between the Parties. However, if the processing environment is a multitenant environment or similar, the Controller gives the Processor authority to decide, due to security reasons, that audits shall be performed by a neutral third party auditor of the Processor's choosing.

10.26. If the requested audit scope is addressed in an ISAE, ISO or similar assurance report performed by a qualified third party auditor within the prior twelve months, and the Processor confirms that there are no known material changes in the measures audited, the Controller agrees to accept those findings instead of requesting a new audit of the measures covered by the report.

10.27. In any case, audits must be conducted during regular business hours at the applicable facility, subject to the Processors policies, and may not unreasonably interfere with the Processors business activities.

10.28. The Controller shall be responsible for any costs arising from the Controller's requested audits. Assistance from the Processor that exceed the standard service provided by the Processor to comply with applicable privacy legislation, will be subject to fees.

10.29. The Processor may retain Personal Data after termination of the Agreement, to the extent it is required by law, subject to the same type of technical and organisational security measures as outlined in the Agreement and this GCTC.

11. FINAL PROVISIONS

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

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

11.3. 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.

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

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

11.6. The current GCTC shall be repealed on the day stated in article 11.7.

11.7. These GCTC enter into force and effect on 25 May 2018.

11.8. 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.