

# GENERAL COMMERCIAL TERMS AND CONDITIONS FOR THE PROVISION OF DATA CENTRE SERVICES

## I. INTRODUCTION

- I.1 These General Commercial Terms and Conditions for the Provision of Data Centre Services (the '**Commercial Terms**') manage provision of the data center services by Host-Telecom.com, s. r. o., of Kněžskodvorská 2544, České Budějovice - České Budějovice 3, 370 04, ID: 26103133, as recorded in the commercial register kept by the Regional Court in České Budějovice, section C, 14105 (the '**Provider**').
- I.2 Contractual relationship covered by these Commercial Terms is covered by Section 1751 of Act No. 89/2012 Sb., the Civil Code of Czech Republic (the '**Civil Code**').

## II. DEFINITION OF TERMS

In these Commercial Terms, unless context otherwise required, the following expressions have the following meanings

- II.1 The Agreement means an Agreement for the provision of data center services entered into between (1) the Provider (as hereinafter defined) and (2) the Client (as hereinafter defined), which forms an integral part of these Commercial Terms
- II.2 The Client means a legal entity or an individual who entered into the Agreement with the Provider.
- II.3 The Data Centre means the Provider's premises for the provision of the data center services and shall include the Rack Spaces
- II.4 The Dedicated Server is a physical Server reserved for the needs of the Provider only with specified parameters and scope of services provided by Provider's infrastructure
- II.5 The GDPR means the General Data Protection Regulation of the European Parliament and of the Council (EU) No. 2016/679 dated 27 April 2016 on data protection and privacy for all individuals within the European Union and the European Economic Area
- II.6 The Network means the Provider's computer network
- II.7 The Network Internet means the worldwide computer network including the Network and any third-party computer networks
- II.8 The Price means the price to be paid by the Client to the Provider for provision of the Services under the Agreement
- II.9 The Provider is a commercial company Host-Telecom.com, s. r. o., of Kněžskodvorská 2544, České Budějovice - České Budějovice 3, 370 04, ID: 26103133, is recorded in the commercial register kept by the Regional Court in České Budějovice, section C, 14105.
- II.10 The Provider and the Client are together referred to as the '**Parties**'.
- II.11 The Racks Space means the space provided by the Provider in any of its data centers to place servers or other telecommunication equipment; with the basic unit of the Rack Space being

- one unit (rack mount unit of 44.45 mm or 1.75"). Any part of the Rack is referred to as the Position.
- II.12 The Server means the system of hardware and software resource and devices connected to the Internet Network operated by the Provider in connection with the provision of the Services
- II.13 The Services means services provided by the Provider for the benefit of the Client under the Agreement, which, for the avoidance of doubt, shall include:
- (a) registration and administration of domain names;
  - (b) rent of the Dedicated Servers with the Provider allowing the Client usage of computing resources of the Dedicated Server with specified parameters and range of services provided by Provider's infrastructure;
  - (c) rent of the Virtual Servers with the Provider allowing the client usage of part of the computing resources of the physical Server with specified parameters and range of services provided by the Provider's infrastructure. Parameters to be determined partly as reserved for the Client's needs and partly as shared with any third parties, with the extent being used by the Client being limited by the extent to which third parties use shared parameters.
  - (d) rent of the Rack Space, which shall include rent of the physical space for a server or other telecommunications equipment and management of their operation, including (but not limited to) internet connection, power supply and cooling;
  - (e) provision of customer services related to the Data Centre services;
  - (f) any other services agreed by the Parties under the Agreement.
- The list of services may change according to the Provider's current offer.
- II.14 The Virtual Server means the logically system-defined (virtual) Server running on a physical Server with multiple virtual server being operated for multiple users, including the Client

### **III. PRELIMINARIES**

III.1 Subject to these Commercial Terms, the Provider agrees to provide the Client with the Services to the extent specified in the Agreement and to use all reasonable endeavors to comply with other obligations under the Agreement, including obligations provided in these Commercial Terms.

III.2 The client will pay the Provider the Price as agreed under the terms of the Agreement and will comply with other obligations under the Agreement, including obligations provided in these Commercial Terms.

### **IV. RIGHTS AND OBLIGATIONS OF THE PROVIDER**

- IV.1 The Provider shall maintain the Network infrastructure in such a condition and quality so that Services provided to the Client in accordance with the Agreement comply with the relevant technical and operational standards and conditions set in the Agreement and, in particular, shall ensure that it always holds valid obligatory technical and safety certificates suitable for operation in the Czech Republic.
- IV.2 The Provider shall provide the Client with technical support to enable reporting of defect by telephone at telephone number +420 391 000 777 or by e-mail at e-mail address [support@host-](mailto:support@host-)

[telecom.com](http://telecom.com) (unless otherwise agreed by the Parties) and shall respond to all Client's requests or queries raised in relation to the Services provided under the Agreement as soon as reasonably practicable.

- IV.3 The Provider retains the right to change the Client's IP addresses at any time if so required by the technical settings Network (unless otherwise stated in the Agreement).
- IV.4 If the Provider has reasonable suspicion that the Client uses the Services in violation of legal or moral standards, the Provider shall have right to prompt the Customer to make corrections to its usage of the Services within 24 hours of the notice. If the Client fails to comply with the notice served by the Provider within the specified amount of time, the Provider is entitled to interrupt the provision of the Services until the required correct is made or inappropriate content has been removed.
- IV.5 The Provider shall not be responsible for the malfunction of the Internet and the related non-function of the Services provided to the Client.
- IV.6 The Provider shall not be responsible for the content or information posed on the Provider's served by the Client and shall not be responsible for the content or information posted by other parties on the Internet.
- IV.7 The Provider retains right to monitor and record phone calls with the Client or any person acting on client's behalf. This monitoring and recording shall be conducted solely for the purposes of internal control of the Services provided under Agreement, improvement of their quality and protected of the legitimate interests of the Provider. The Provider declares that any phone call recording will be backed up by the Provider for the necessary period of time to protect the legitimate interests of the Provider.
- IV.8 The Provider retains its right to retain the Server or any other hardware, software resources and devices of the Client placed by the Client in the Rack Space under the Agreement, to ensure payment of the Client's due debt or unpaid debt under the Agreement in case of the Client's failure to make the requested payment, or in the situation where it is obvious to the Provider that no payment will be made due to the circumstances of the Client of which the Provider could not have been and was not aware of when the debt was incurred. If the Provider decides to retain the Server or any other resources or devices of the Client pursuant to clause IV.8 of these Commercial Terms, the Provider will notify the Client in writing about the detention and its reasons and the Client will indemnify the Provider against all costs, expenses, liabilities, losses and damages the Provider may incur as a result of such a detention. The Parties hereby agree that the Provider may sell the retained Server and satisfy the proceeds. However, before such a sale occurs, the Provider will destroy all data stored on the Server. After the sale has occurred, the Provider will notify the Client in writing of the proceeds of the sale and Client shall pay the difference between the debt due under the Agreement and the proceeds from the sale. and after such a sale has occurred, will notify the Client in writing of the proceeds of sale.
- IV.9 The Client acknowledges that the Provider's Services may from time to time be inoperative or only partly proportional as a consequence of mechanical breakdown, maintenance, hardware or software upgrades, telecommunication connectivity problems or other causes and the Provider shall not be obliged to compensate the Client for damages if the provision of the Services is temporarily or permanently as a result of this problems or causes.
- IV.10 The Provider's obligation to compensate the Client for its breach of the Provider's obligation under the Agreement shall be limited to an amount of up to three times of the Price paid by the Client under the Agreement for the last month prior to the occurrence of the damage PROVIDED THAT this limitation shall not apply if the damage was caused intentionally or by negligence of the Provider.

## **V. RIGHTS AND OBLIGATIONS OF THE CLIENT**

- V.1 The Client will ensure that any hardware or software equipment and devices connected to the Provider's resources and facilities, including (but not limited to) the Network, have valid technical and safety certificated required for operation in Czech Republic and are eligible for such operation. It is the Client's responsibility to look after the state of its hardware software equipment and devices connected to the Provider's equipment, including (but not limited to) setting of their parameters. The Client will also ensure that it has all the necessary licenses to operate its equipment.
- V.2 The Client will refrain from any interference with the Provider's infrastructure, hardware of software equipment an devices in any other way than the one agreed in the Agreement without the prior written consent of the Provider. In particular, the Client will refrain from accessing other directories than the directories made available to the Client under the Agreement and to use system commands, which would change the settings or the function, or have any other negative effect on the Provider's System.
- V.3 The Client will use the Services in accordance with the relevant legislation and moral standard and will not disclose any information that would violate the right to personality protection, is in conflict with accepted principles of trade competition, is unsolicited by commercial communications, interferes with the reputation or privacy of any legal person, violates copyrights, violate general rules of network use or the functioning of the Network, violates industrial property rights, violates the trade secrets or spreads them through a criminal or administrative offence.
- V.4 The Client will keep all of its systems connected to the Network safe and protected from reflective or other attacks.
- V.5 The Client will ensure the correctness and technical accuracy of any information published on the Internet Network, in particular the routing information and further information about its domain within the DNS and will not connect unregistered networks and distribute their routing information on the Internet.
- V.6 If Services provided by the Provider include access to another computer network, the Client will comply with the conditions of that network in the same way as in the case of the Network and also the conditions of use of this additional network.
- V.7 The Client will notify the Provider, without any delay, of any fault in the hardware or software resources and equipment of the Provider in accordance with clause IV.2 of these Commercial Terms.

## **VI. ACCESS TO THE DATA CENTER AND THE RENT OF THE RACK SPACE**

- VI.1 The Provider will allow the Clients of the selected Data Centre Services, namely the Dedicated Server rental and the Rack Space rental, to access the Datacenter to access the Server being subject of the Service 24 hours a day, 7 days a week. Unless otherwise specified within the Agreement, such an access shall not take more than 8 hours and may not occur more than once per calendar week.
- VI.2 The Provider retains right to interrupt access to the Datacenter for the purposes of modifying or repairing the computing system or other services of the Datacenter. If possible, the Provider will notify the Client of such an interruption in advance. Any defects preventing the Client access to the Datacenter will be removed by the Provider according to its technical and operational capabilities.
- VI.3 The Client confirms that the data devices connected to the Provider's equipment have valid technical and safety certificates compulsory for operation in the Czech Republic and are technically eligible for such a connection. The Client is fully responsible for the condition of its devices, including (but not limited to) data parameter settings of devices which are connected to

the Provider's equipment, and the Client will notify immediately notify the Provider of any possible defects.

- VI.4 In the event of termination of the Agreement, the Client is required to clear the hired Rack Space no later than the date of termination and, in ca case of any delay, the Client's Server will be stored at its own expense at other premises of the Provider and the Client shall be obliged to pay a contractual penalty in the amount of twice the monthly rental price for each day of delay.
- VI.5 The client acknowledges that the Datacenter area is monitored for security reasons by the Provider's camera system.
- VI.6 The Client will follow the operating rules of the Datacenter published on the Provider's webpage and displayed in the Datacenter. By signing the Agreement, the Client confirms that the content of the operating rules is known to the Client.

## **VII. PRICE AND PAYMENT TERMS**

VII.1 The Client is obliged to pay the Provider the Price either:

(i) monthly for the Services provided during the previous calendar month; or

(ii) in a lump sum in advance covering the entire duration of the Agreement.

VII.2 The value added tax is to be added to the Price at the statutory rate.

VII.3 If the Client opts for the monthly payment of the Price, the Price shall be payable monthly prior to the 15<sup>th</sup> day of the month following the month in which the Services were provided. If the Client opts for the advance payment, the Price is to be payable within 15 days from the date of completion of the Agreement.

VII.4 The Provider may allow payment of the Price by means of payment gateways in respect of selected Services. However, additional charges may be taken for processing the payment via the payment gateway.

VII.5 The Provider will issue and send to the Client an invoice stating the Price. The Client agrees that the Provider shall be entitled to issue invoices in electronic form and send them to the contact e-mail address of the Client specified in the Agreement.

VII.6 If the Client does not agree with the terms of the invoice issued by the Provider, it is obliged to notify the Provider in writing via email at e-mail address [support@host-telecom.com](mailto:support@host-telecom.com) (unless otherwise notified by the Provider) within 2 months from the date of delivery of the invoice. Such a notice shall include information about the concrete issue the Client does not agreed with and proper reasoning. If the Client fails to notify the Provider within the specified period of time, the Client will be considered to agreed with the invoice included in the tax document.

VII.7 If the Client is late with its payment of the Price, it is obliged to pay the Provider a contractual interest of 0.05% of the outstanding amount for each day since the payment was outstanding until the day of the actual payment.

VII.8 If the Client does not comply with its obligation to pay the Price for longer than one month since the payment is due, the Provider is entitled to suspend the provision of Services provided under the Agreement or other contracts entered into with the Client. In this case, the Client is obliged to pay the Price for the period of interruption of all Services provision.

VII.9 The date of payment under these Commercial Terms shall be the date of receipt of the Relevant payment on the Provider's bank account.

## **VIII. COMPLETION OF THE AGREEMENT AND ITS DURATION**

- VIII.1 The Agreement is completed on the date of its execution by the Parties.
- VIII.2 On completion of the Agreement the Client will provide true, complete and correct contact and personal details and in the event that these details change during the term of the Agreement, the Client will notify the Provider in writing without undue delay. The Client shall immediately notify the Provider of any change in its contact information and identification data as well as all relevant information required for the compliance with the Agreement, including (but not limited to) the imminent or ongoing administrative, judicial enforcement, insolvency or other proceedings including imminent bankruptcy which may have impact on the Client's compliance with the terms of the Agreement.
- VIII.3 The Agreement is entered into for a fixed term specified within the Agreement; and if the Agreement does not indicate the contractual term of the Agreement, the Agreement is entered into for an indefinite period of time.
- VIII.4 Any Party may terminate the Agreement in writing without providing any reason for the termination. In this case, the notice period shall be 1 month starting on the first day of the month following delivery of the notice to the other Party. If the Client terminates the Agreement entered into for a definite period of time, it shall always be required (unless otherwise agreed by the parties) to pay the Provider's fees to the amount of ½ of the remaining obligation until the expiry of the specified period. These fees shall be payable within 15 days from the date of termination notice.
- VIII.5 If the Agreement is entered into for a fixed period and neither of the Parties notifies the other party in writing at least one month after the expiration of the contractual term defined in the Agreement of its intention to not prolong the Agreement, the Agreement shall, after a period of time, become an Agreement entered into for an indefinite period.
- VIII.6 The Client shall be entitled to terminate the Agreement in writing with an immediate effect if the Provider fails to provide the Services agreed under the Agreement, subject to prior written notice served on the Provider and Provider's failure to comply with the notice within a reasonable period of time.
- VIII.7 The Provider shall be entitled to terminate the Agreement in writing with an immediate effect if:
- (a) the Client is late with payment of any fees under the Agreement for a period longer than 30 days;
  - (b) The Client is in breach of its obligations set out in clauses 5.1, 5.2 and 5.3 of these Commercial Terms.

## **IX. RESTRICTION OR INTERRUPTION OF THE SERVICE PROVISION**

- IX.1 The Provider shall be entitled to restrict or suspend the provision of Services under the Agreement for the reasons specified in these Commercial Terms, including this clause, and the Provider shall not be responsible for any consequences of such interruption or restriction.
- IX.2 Whilst using the Provider's Services the Client shall refrain from:
- (a) offering or distributing the content, as well as the operation of activities and services which are illegal in the Czech Republic, under provisions of the European Law or applicable international convention, which the Czech Republic is bound to;

(b) promoting the suppression of the constitutionally guaranteed fundamental rights and civil liberties of groups, individual or nations;

(c) Offering or distributing illegal pornographic material;

(d) Operation of warez, games, cracked services or content of a similar nature;

(e) Operation of download servers, chat servers, servers offering illegally obtained software or for the purpose of sale or delivery of illegal software to the third parties;

(d) Operation of spam oriented applications;

(e) Violations of copyright and other rights of third parties, including (but not limited to) intellectual property rights;

(f) Use and distribution of devices which would threaten the security of the Internet;

(g) Loading the Provider's servers with too heavy scripts or applications or otherwise impede server functions, or run scripts or applications which could in any way harm the Provider or third party;

(h) Using resources not approved or assigned by the Provider.

IX.3 The Client will not provide the following content with its users without the prior written consent of the Provider:

(a) content that is illegal in the Czech Republic or against the applicable international conventions, to which the country is bound;

(b) content that violates the copyright, patent, industrial or other similar rights;

(c) content that leads to illegal acquisition or distribution of software for the purposes of distribution of illegal, forbidden or illegally obtained or distributed software to third parties (such as warez, crack, etc.);

(d) content that may be classified as spam, is used to send spam, refers to spam and includes operation of services for users which are associated and published in connection with the concept of spam;

(e) content that contains illegal applications and scripts, or which overloads the database systems or causes servers malfunction;

(f) content that overloads the infrastructure, the connection lines or hardware of the Provider or any third party;

(g) content that threatens privacy or security of the computer systems of other internet users or threatens privacy or security of any other internet users (e.g. through viruses, password generators etc.);

(h) content which includes music, sound, pictures, films and similar files for which the Client does not have permission or copyright or other rights to their dissemination and distribution;

(i) any information that damages the goodwill of the Provider or its employees;

(j) content owned by Host-Telecom and is shared by the Client without the Provider's prior written consent;

(k) anything that forms part of the Services provided to the Client by the Provider without the prior written permission of the Provider to provide the such a service to third parties;

- (l) content that may give the impression that the Client acts on behalf of the Provider, even though the Client is not an authorized partner of the Provider;
- (m) content that directly or indirectly harms any rights of third parties;
- (n) content that is contrary to accepted principle of morality

and anything that may event partially fall in the above categories, with the decision on violation of this clause being entirely at the discretion of the Provider.

- IX.4 The Client shall be responsible for all damages caused to the Provider, other Clients and third parties PROVIDED THAT this clause shall apply to all of the above-mentioned cases, and primarily to the damages caused as a result of the Client's placing inappropriate or forbidden content, overloading connections (such as illegal downloads of music and movies, etc.), spam and other activities which are in violation with the Agreement or these Commercial Terms, generally accepted rules, general laws, and generally accepted ways of using the ordered service by the Client and the contractual terms and conditions associated with that service. The Client acknowledges and agrees that in order to protect the operation of the provided services, the Provider may modify the settings of the provided Services as part of its operating policy in such a way to prevent any possible misuse.
- IX.5 If the Client is in breach of prohibitions specified above or performs other objectionable acts, the Provider shall be entitled to terminate the provision of the Services with an immediate effect and without any compensation, to terminate the contractual relationship without notice and to require compensation in the amount corresponding to the extent of damage caused by the Client. After the cancellation of the Services, the price paid by the Client shall not be refunded and shall be retained by the Provider as a one-time penalty for breach of the Client's obligations.
- IX.6 The Client acknowledges and agrees that the Provide may use software which automatically corrects and eventually removes vulnerabilities, malware and viruses in the Client's webpage. The Client also acknowledges and agrees that the Provider is not responsible for any direct or indirect damages caused by this software such as interruption of service provision, slowdown of website or loss of data.
- IX.7 The Provider shall restore the provision of the Services in accordance with the Agreement and these Commercial Terms as soon as reasonably practicable after the reasons for such an interruption of the Services provision cease to exist.
- IX.8 In the event that the Provider interrupts the provision of the Services for any other reason that that stated in clause IX.9 of these Commercial Terms, the Price shall be reduced proportionally for the period during which such interruption or limitation of the Services took place.

## **X. PROCESSING OF PERSONAL DATA OF CUSTOMER AND PERSONS ACTING ON HIS/HER BEHALF**

- X.1 In the event that the Client, in connection with the execution of the Agreement, provides the Provider with its personal data or personal data of persons acting on its behalf, including (but not limited to) personal information, payment and contact details, these personal data shall be processed by the Provider in accordance with the GDPR. These personal data will be processed by the Provider in its capacity as an administrator for the purposes of compliance with the Agreement and provision of the Services to the Client.



- X.2 The Provider will process any personal data provided by the Client for the purposes of providing further information to the Client in relation to other products and services related to the provision of the Services.
- X.3 The processing of personal data of the Client shall continue after termination of the Agreement for the period necessary to protect the Provider's legitimate interests.
- X.4 The Provider is entitled to transfer Personal Data of the Client to its contractual partners and suppliers of services.
- X.5 In relation to the processing of personal data, the Client or person acting on its behalf has the right to:
- (a) ask for information about the categories of personal data processed, the purpose, time and nature of the processing and recipients of the personal data;
  - (b) ask to provide a copy of the processed personal data;
  - (c) ask the Provider to comply with the conditions laid down by the relevant legislation to ensure that personal data are stored, supplemented or deleted or their processing is restricted,
  - (d) object against the Provider processing its personal data and to lodge a complain with a supervising authority;
  - (e) be informed about cases of violation of the personal data security and if its is likely that the case of violation will result in a high right to the rights and freedoms;
  - (f) apply the above mentioned rights by using the application provided on the Provider's webpage;
  - (g) contact details of the data protection officer and other relevant information relating to processing of personal data dare published on the Provider's webpage.

#### **XI. PROCESSING OF PERSONAL DATA BY THE PROVIDER AS A PROCESSOR**

- XI.1 In the context of the provision of Services, the Provider may process the Client's personal data acting as a processor. In such a case the categorization of the personal data processed depends on the nature of the services provided by the Provider. These Commercial Terms shall govern the obligations of the Provider as a processor and the Client, as an administrator, pursuant to Article 28 of the GDPR.
- XI.2 The Provider, as a processor, will only process personal data of the entities in relation to which the Client acts as an administrator in the use of the Services. The scope and categories of personal information which the Client may receive as an administrator within the scope of the GDPR depends on the type of the contracted Services.
- XI.3 Procession of personal data shall be performed by the Provider in particular by means of preview, collection, use, backup, storage and deletion, always according to the nature of the Services provided to the Client, for the purposes of providing the Services and for the entire period of its provision.
- XI.4 The Provider will ensure the introduction of the appropriate technical and organizational measures to process personal data, meet the requirement of the GDPR and to protect the rights of the concerned subjects.
- XI.5 The Provider is entitled to involve other processors, but to always inform the Client about any intended changes of acceptance or substitution and give the Client an opportunity to express objections.

- XI.6 The processing of any personal data will always be realized on the basis of the Client's documented instructions given to the Provider and dependent on the type of Services provided or are included in these Contractual Terms.
- XI.7 Special categories of personal data shall not be processed as part of the Service provision. The Client is obliged to ensure that no personal data of special categories are given to the Provider for processing.
- XI.8 As a processor of personal data, the Provider shall:
- (a) process personal data only for the purposes and methods resulting from the terms and the contractual arrangements of the Agreement;
  - (b) ensure that persons authorized to process personal data are bound by confidentiality;
  - (c) take all appropriate technical and organization measures as referred to in Article 32 of the GDPR which are necessary to ensure the processing of the personal data, to confirm the type of processing and the associated risk, so that, inter alia, such processing could not lead to an unauthorized or incidental access to personal data, alteration, destruction or loss, unauthorized transmission, unauthorized processing, and other misuses of personal data;
  - (d) to erase or return all personal data to the Customer after termination of the Service provision and delete any existing copies;
  - (e) to assist the Client through appropriate technical and organizational measures, as far as possible, in fulfilling the management obligations to respond to requests for the exercising of the data subject's rights;
  - (f) to assist the Client in ensuring compliance with the security of processing obligations, when reporting breaches of the security of personal data to the Office for Personal Data Protection, when notifying breaches of the security of personal data of the data subject, in assessing the impact on the protection of personal data and in prior consultation with the Office for personal data protection;
  - (g) to promptly notify the Client if any instruction breaches the provisions of the GDPR or other data protection legislation of the European Union or its member state.
  - (h) to assist the Client in ensuring compliance with the GDPR Articles 32 to 36, taking into account the type of the way of processing and information provided to the Provider;
  - (i) to provide the Client, upon receipt of written instructions, with all necessary information to demonstrate that the Provider's obligations under Article 28 of the GDPR have been complied with, and to enable audits, including inspections, carried out by the controller or another auditor delegated to contribute such audits;
  - (j) to provide the Client, upon receipt of written request, with all the information necessary to demonstrate that the obligations provided in these Commercial Terms and in the Article 28 GDPR have been complied with;
  - (k) in the event of a security breach related to processing of the personal data, to provide the Client with a prompt written notice, which shall include the description of the individual privacy breach, the description of the likely consequences of the breach, and the description of the measures the Provider has taken/proposes to take, and the measures the Provider recommends to take always with a view to resolving the breach of personal data protection and mitigating possible adverse impacts.
- XI.9 The Client will comply with its obligations of the personal data controller within the meaning of the GDPR, these Commercial Terms and the Agreement, the applicable laws and other generally binding legal regulations. The Client's obligation under the preceding sentence includes, inter

alia, obligation to transmit to the provider, in the course of the use of the Services, only personal data with a valid legal title within the meaning of Article 6 of the GDPR, subject to all principles set out in Article 5 of the GDPR and related legal obligations. For this purpose, the Client shall ensure, inter alia, that the processing of personal data in the form of its storage will have a valid legal title for the entire processing period in compliance with GDPR requirements and other legal regulations.

- XI.10 Irrespective of the legal title on the basis of which the processing of personal data occurs, the Client, in its position as a controller, shall comply with information obligations in respect of the data subjects concerned in relation to certain personal data in accordance with article 13 GDPR, including information on the automated processing of personal data in the form of profiling;
- XI.11 In the event of the breach of any obligation under this clause, the Client shall compensate the Provider for any material and non-material damages caused as a result of or in connection with the breach.

## **XII. FINAL PROVISIONS**

- XII.1 The Parties agreed that, unless otherwise stated in the Agreement or these Commercial Terms, the e-mail communication sent to the contact e-mails specified in the Agreement shall be considered communication in writing.
- XII.2 The Agreement represents the final and complete understanding of the Parties in relation to the subject matter of the Agreement and replaces all relevant correspondence, memoranda, oral agreements or other communication or documents made in connection with the Agreement.
- XII.3 The Parties have agreed that the Provider is entitled to modify these Contractual Terms to a reasonable extent PROVIDED THAT the Provider shall notify the Client of any such change in writing by e-mail at least one month before the amended Commercial terms become effective. If the Client does not agree with the amended terms, it has right to terminate the Agreement in writing. The notice period in such case shall be one month from the first day of the month in which the written notice was served on the Provider. If the Client fails to use its right to terminate the Agreement under this clause within one month of the notice, this right shall expire.
- XII.4 The Client is not entitled to assign claims arising under the Agreement or to assign the Agreement to any third party without prior written consent of the Provider. For the purposes of this provision, electronic means of distance communication (such as e-mail) are not considered to be written form.
- XII.5 If any provision of the Agreement, including these Commercial Terms becomes invalid or unenforceable, it shall not affect the validity and enforceability of other provisions of the Agreement and the Commercial Terms. The Parties will replace the invalid or unenforceable provision with a new provision, the text of which corresponds to the intention expressed in the original provision of the Agreement.
- XII.6 The Agreement and the Parties' relationship arising therefrom shall be governed by the laws of the Czech Republic and all disputes arising therefrom shall be resolved under jurisdiction of the general court of the Provider.
- XII.7 In case of a conflict between the Agreement and these Commercial Terms, the Agreement shall prevail.
- XII.8 These Commercial Terms shall be valid and enforceable from 1.08.2018.