
CONTRACTUAL ARRANGEMENTS

Dated 1 September 2018

1. INTRODUCTORY PROVISIONS

- 1.1. The contractual arrangements ("**Contractual arrangements**") of a company My Callsheet s.r.o., a limited-liability company registered in the Commercial Register administered by the Regional Court in Plzeň, section C, file 34227, with registered office K Ovčínu 297/18, Litice, 321 00 Plzeň, company reg. No.: 058 79 582 ("**Provider**") regulates, in accordance with § 1751 par. 1 of Act No. 89/2012 Coll., the Civil Code, as amended, mutual rights and obligation of contractual parties arising out of or based on the agreement on the use of a software specified below concluded between the Provider and another person ("**Customer**") through the Provider's software user Interface ("**Agreement**").

2. DEFINITION OF TERMS

- 2.1. The capitalized terms listed in these Contractual arrangements have the following meaning:

"Abusive user behaviour"	means acting in a manner that other persons may perceive as abusive, in particular, intimidating, hostile, degrading, humiliating or offensive behaviour towards other persons, including creation of the Objectionable content by the user
"Accompanying aspects"	means any functional and user options made available by the Provider through the Account or the Website which are not directly related to achieving the Purpose of the Service, such as the competitions, sale offers, ads, affiliate links and banners etc.
"Account"	means customer interface established and available for a Customer from the Website after entering login credentials; the Account is created for the User after the Registration process is finished.
"Activation"	means the moment when the last of the following events occurs: <ul style="list-style-type: none">➤ the Customer provides the Provider with all the information required by the Provider in the Registration process;➤ the Customer sends an application for access to the customer Account to the Provider and simultaneously presses the relevant button by which the Customer confirms their will to enter into the Customer Account and the Customer then expresses their consent with these Contractual Arrangements and with the terms of the Providers of support services, if they are present, displayed in the Process of registration;

“Applicable regulations”	<p>means a set of regulations and standards the Customer shall comply with, in particular</p> <ul style="list-style-type: none"> ➤ these Contractual arrangements; ➤ Conditions of Providers of support services related to the Service, if they exist; ➤ legal regulations of the governing law.
“Consumer”	<p>means a natural person, the User, who is acting outside their trade, business, craft or profession, and accesses and legitimately uses the Service.</p>
“Controller”	<p>means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.</p>
“Complaint”	<p>means a possibility to exercise the right of liability for defects arising from the provision of the Service.</p>
“Contractual arrangements”	<p>means these Contractual arrangements, which are general conditions of use of the Service, the Software and any and all Other services.</p>
“Data”	<p>means all data, files or other information, including Personal data, entered or created by the Customer in connection with the use of the Service.</p>
“Data subject”	<p>is an identified or identifiable natural person to whom the Personal data relates.</p>
“Domain”	<p>means the domain name, through which the Customer access to the Account.</p>
“Duration period”	<p>means the time of 6 months from Activation or prolongation referred to in par. 13.2.</p>
“Email address”	<p>means an email address of the mailbox managed by the Customer, which the Customer enters in the Registration process and addresses of email mailboxes entered in the Account by the Customer as the contact address.</p>
“Force Majeure”	<p>means any act, event or state that is outside the sphere of influence of the Provider (e.g. hacker attacks or dissemination of computer viruses) and that disables or impedes proper operation or functionality of the Service or Other services, including cases of failure to fulfil obligations on the side of Providers of support services.</p>
“GDPR”	<p>means regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended.</p>

“Information”	means all information which the Customer has entered in the Registration process and information provided by the Customer to the Provider any time after activation (with the exception of Data).
“Joint Controller”	are several persons who jointly determine the purposes and means of processing of the Personal data.
“Objectionable content”	means any content that is offensive, insensitive, upsetting, intended to disgust, or in exceptionally poor taste. This includes in particular (i) defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups; (ii) content depicting violence; (iii) depictions that encourage illegal or reckless use of weapons and dangerous objects, or facilitate the purchase of firearm; (iv) overtly sexual or pornographic material; (v) inflammatory religious commentary or inaccurate or misleading quotations of religious texts; and (vi) false information.
“Other service(s)”	means (i) services and functionality of the Software made available to the Customer in its Account or otherwise through the Website, and (ii) any other services provided for or offered by the Provider or Related parties.
"Personal data"	means any information relating to an identified or identifiable natural person; in particular, information about (i) the User or, its co-workers or employees, and (ii) other natural persons whose personal data are processed within the Service usage.
“Privacy policy” or “Policy”	means a document concerned with protection of privacy and the Personal data of the Users available under the Website.
“Plan” or “Plans”	means a particular set of rights assigned to certain categories of Customers; some of the Plans might be for free, while others might be paid.
“Processing Agreement”	means a contract concluded between the Provider and the User, which defines the mutual rights and obligations between the parties in cases where the User is the Controller of the Personal Data and the Provider is the Processor of these Personal data.
“Processor”	means a natural or legal person, public authority, agency or other body which processes the Personal data on behalf of the Controller.
"Provider"	means a provider and operator of the Service referred to in paragraph 1.1.

“Providers of support services”	any of the entities (third parties) whose services are used for the operation or provision of the Service; in particular, this means, but is not limited to providers of telecommunication services as services of electronic communications within the meaning of generally applicable legal regulations which enable transfer of electronic signals and information.
“Purpose of the Service”	the purpose of the Service is to enable the Customer to access the Account.
“Registration process”	means Customer's procedure leading to registration into the Service which <u>starts</u> with entering the data on the Website and <u>ends</u> with the Activation.
“Service”	means provision of the possibility to use the functionality made available to the Customer in its Account in accordance with the Purpose of the Service, under conditions stipulated in these Contractual arrangements.
“Software”	means software whose user interface (front-end) is made available to the Customer on-line through the Internet on the Domain or by a mobile application.
“Successor contractual arrangements”	means draft contractual arrangements published in the Duration period on the Website, which in terms of subject-matter and scope of regulation are to replace these Contractual arrangements and their date of publication is more recent.
“Website”	means the website and the content displayed under the Domain regardless of whether the content is accessed through a web browser or a dedicated application provided by the Provider.

- 2.2. Interpretation provision. Unless stipulated otherwise in these Contractual arrangements or unless it follows from the meaning of a particular provision, then any time when these Contractual arrangements regulate the use of “Service”, such provision includes, based on the will of the Parties, also the use of “Other service(s)”;
- 2.3. Information provision. The Provider informs the User in the position of the Consumer before the provision of the Service in the appropriate form (i) on the price of the provision of the Service and all information about taxes, fees and delivery costs related to the Service; (ii) about the functionality of the digital content, including applicable technical protection measures; (iii) about the technical parameters forming the prerequisites to proper provision of the Service.
- 2.4. References. The User having the Email address on the domain, which is not assignable to providers of free email services, agrees that the Provider has the right to place the Email address on the Website and that the Provider has further right to make a reference to the business name, domain (under which the User has the Email address) and the logo of the Company or the entrepreneur to whom such a domain belongs.
- 2.5. Accompanying aspects of the Service. Since Accompanying aspects are not directly related with achieving the Purpose of the Service, the Customer is solely liable for their use and the manner of their use.
- 2.6. Other services. The Customer may use login credentials for the Service (Account) also for the purpose of use of any Other services.

3. LIMITS OF THE SERVICE

- 3.1. Limitations, maintenance. Provider reserves the right to limit temporarily and for a necessary time access to the Service, mainly due to performing updates and maintenance of the Service, including technical shut-downs. As a result of this, some or all the essential features of the Service may not work for a temporary period.
- 3.2. Force Majeure. Due to the fact that proper operation and functionality of the Service is subject to proper provision of services by Providers of support services and proper functionality of their products, the Parties to these Contractual arrangements are aware and agree that should an event of Force Majeure occur, access to the Service may be limited for a certain period. The Provider shall take measures it considers feasible and efficient to eliminate negative consequences of any event of Force Majeure. However, the Provider does not assume any liability for negative consequences of an event of Force Majeure since the origin of such event is entirely outside the Provider's capability to intervene.

4. REGISTRATION, ACCESS TO THE SERVICE

- 4.1. Information. The Customer agrees to provide the Information requested in during the registration truthfully, accurately and completely; should such Information become outdated or inaccurate during using the Service, the Customer shall inform about this fact and at the same time provide up-to-date true, complete and accurate Information. The Customer is liable for outdated, incorrect or incomplete Information about the Customer.
- 4.2. Login Credentials. The Customer acknowledges and agrees that it is solely responsible
 - 4.2.1. for the security (keeping confidential) of principal login credentials to its Account and access to the Service;
 - 4.2.2. for all acts and any administration or control of the Account or Service that will be carried out through the Customer's Account or using Customer's login credentials;
 - 4.2.3. for the Data (its nature, the manner of its acquisition and the manner of its usage).
- 4.3. Abuse of login credentials. Should the Customer learn about an unauthorized use of its login credentials, unauthorized access to the Account (or to any functionality of the Account) or any unauthorized use of the Service, it shall immediately inform the Provider.
- 4.4. Limitation of Provider's liability. The Provider shall not be liable for any interventions, losses, defect or damage arisen from unauthorized access or use of the Account.

5. PERMITTED USE OF THE SERVICE

- 5.1. Permitted use. The Customer agrees to use the Service and the Accompanying aspects only in such manner and to such purposes that are consistent with the Applicable regulations.
- 5.2. Business benefit. The Customer agrees not to reproduce, duplicate, copy, disseminate, sell, trade the Service or any of its parts, mediate its sale or use for payment or other property benefit provided by third parties for any purpose without express prior agreement with Provider. Furthermore, the Customer agrees not to create or enable creating of any derived works of products from the Service or its parts.

6. OBLIGATIONS OF THE CUSTOMER AND THE PROVIDER

6.1. The Customer undertakes to:

- 6.1.1. provide the Provider with all Information truthfully, accurately and completely;
- 6.1.2. use only interfaces permitted by the Provider to access the Account and keep in secrecy login credentials for the Account or any access or identification data enabling the use of the Service;
- 6.1.3. to carefully consider whether, to which User and to what extent allow access to the functionalities of its Account and to ensure that the User fulfils all the obligations arising out of the GDPR;
- 6.1.4. provide the Provider, at its request and in the specified time period, with other information or data that may be required in connection with the Service after Activation;
- 6.1.5. refrain from using the Service in a manner reducing the value of the Service or harming or threatening to harm the reputation of the Service the Provider or a Related party;
- 6.1.6. refrain from using the Service in a manner exhibiting signs of illegal conduct or in a manner aiding or allowing commitment of conduct exhibiting the characteristics of an offence or crime;
- 6.1.7. refrain from using the Service in a manner that results in the disclosure of the Objectionable content or its storage in the Service;
- 6.1.8. refrain from using the Service in a manner that results in Abusive user behaviour;
- 6.1.9. refrain from using the Service contrary to paragraph 5.2 of these Contractual arrangements;
- 6.1.10. refrain from using the Service in a manner that is inconsistent with the Applicable regulations or that would lead to consequences prohibited by the Applicable regulations;
- 6.1.11. refrain from using the Service in a manner that affects or could affect, in violation of the Applicable regulations, any third-party rights, in particular, but not limited to:
 - fundamental rights and personal freedoms guaranteed by constitutional laws;
 - third-party personal and property rights;
 - third-party copyright or copyright-associated rights or third-party appellation rights;
- 6.1.12. refrain using the Service in a manner that results in unfair commercial practices;
- 6.1.13. observe the license conditions referred to in these Contractual arrangements.

6.2. The provisions in sub-paragraphs 6.1.5 to 6.1.12 shall apply by analogy to the use of Accompanying aspects of the Service by the Customer.

6.3. The Customer further undertakes to

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- 6.3.1. use the Account and the Service only in such manner and extent so as not to incur damage in the event that the Provider uses any of its rights under these Contractual arrangements or Applicable regulations;
 - 6.3.2. inform the Provider within a reasonable time if the User becomes aware of the unauthorized use of access rights, unauthorized access to the Account (or any functionality of the Account), the Personal data breach or any other unauthorized use of the Service;
 - 6.3.3. regularly back up (without any prior notification by the Provider), to its own data carriers, Data the loss of which could cause any material or non-material harm to the Customer; the regularity of the obligation to back up Data depends in each single case on the purpose for which the Customer uses the Service, and on Customer's reasonable consideration;
 - 6.3.4. obtain consent to the processing of the Personal Data from each Data subject from which such consent would be required by the Applicable regulations and whose Personal data has been made by the User as part of the Data; to store the consent under the previous sentence throughout the data processing and to provide it at any time upon request to the Provider;
 - 6.3.5. to process the Personal Data contained in the Data and by using the Service in accordance with the Applicable Regulations and the Processing Agreement;
 - 6.3.6. that all persons whose Personal data will be processed by the Service will be informed on such processing in accordance with the Applicable regulations;
 - 6.3.7. that it will only use the Service for the processing of the Personal data (which form part of the Data) for which it has a lawful basis for the processing.

7. TERMINATION OF ACCESS

- 7.1. The Provider may at any time choose either to cancel Customer's Account, prevent or restrict Customer's access to the Service and prevent its use if:
 - 7.1.1. the Customer does not pay a fee within some of the offered Plans or let the paid Plan expire without further payment;
 - 7.1.2. the Customer violates any of its obligations referred to in par. 6.1 of these Contractual arrangements or another obligation it has under the Applicable regulations in relation to the Service;
 - 7.1.3. it is required by the Applicable regulation or ordered by a public authority, an administrative authority a court or an arbitral tribunal; or
 - 7.1.4. the Provider deems this appropriate with regard to the protection of interests of the Provider or a Related party (however, in this case the Provider is obliged to inform the User and provide them with a sufficient amount of time required to backup or download the User's Data in the machine-readable format).
 - 7.1.5. the User violated the Applicable regulation on personal data protection or the User violates their obligations arising out of the Processing Agreement
- 7.2. Access and provision of the Service under these Contractual arrangements is also governed by the Processing agreement concluded between the User and the

Provider. If the contractual relationship established by the Processing Agreement terminates, the contractual relationship established by these Contractual Arrangements will be also terminated.

- 7.3. The Provider shall also have the right to terminate these Contractual Arrangements with immediate effect, unless the Processing agreement is concluded after the entry into force of the Contractual arrangements.
- 7.4. In the event of the termination of the contractual relationship between the User and the Provider, the Personal data processed under the Processing agreement shall be erased in the manner and within the time specified in the Processing agreement.

8. CONTENT

- 8.1. The Service only represents a platform (tool) that enables an achievement of the Purpose; however, the Customer shall be fully liable for the manner of use of the Service and the Data, because the manner of use is fully in its sphere of influence. The Customer is liable for any defective manner of use to the Provider and to any third parties that could possibly be the injured parties as well as to and public authorities or administrative authorities.
- 8.2. The User is the Controller of the Personal data processed in the Service and as such is the User responsible for the processing of the Personal data in accordance with the Applicable regulations and the Processing Agreement.
- 8.3. Therefore, the Customer acknowledges and expressly agrees that
- 8.3.1. it is solely liable for all Data it has access to while using the Service because only the Customer decides on the manner of the use of the Service and whether or how the Data are obtained and handled in accordance with the Applicable regulations or contrary to the Applicable regulations (with the exception of cases, when the Provider does not fulfil its obligations set forth in the Contractual arrangements, Processing agreement or another Applicable regulations);
 - 8.3.2. the Customer shall be solely liable for all Data the Customer creates, displays, sends or stores via the Service, and the Customer expressly agrees that the Provider shall not and cannot assume any liability in connection with the Data.
- 8.4. The Parties mutually agreed that due to the nature of the Service, Customer's Data are not subject to copyright protection (they are not a unique result of Customer's creative intellectual activity). In case that any of the Data is capable of copyright protection, the Customer provides a nonpaid license (right to use) to such Data in favour of the Provider and the Related parties whereas the license is lasts (i) for the time period of the property rights of the Customer to such Data; (ii) for the territory of the whole known world and (iii) for the purposes of all known means of use of copyrighted work as known as at the day of issuance hereof.

9. SOFTWARE SUB-LICENSES

- 9.1. Use of the Software. Due to the nature of the Software as a copyright work, the Customer is hereby granted with authorization to use the Software to the extent and under conditions stipulated in this Article 9.
- 9.2. As-is. The Software is provided to the Customer as-is. The Customer may not have claims against the Provider in terms of liability for defects or liability for damage.
- 9.3. Licensing conditions. The Sub-license is granted as non-transferable and non-exclusive, valid in all the countries worldwide. The provisions of the Contractual arrangements regulating the use of the Service are at the same time related and

inseparable contractual arrangements applicable to the use of the Software. Violation of the Contractual arrangements in provisions regulating the use of the Service constitutes at the same time a violation of licensing conditions to the Software with the same consequences and gives rise to the same rights on the side of the Provider.

- 9.4. Extent of the Sub-license. The Sub-license is provided only to manners of use that (cumulatively):
- 9.4.1. follow from these Contractual arrangements;
 - 9.4.2. are known in the governing law;
 - 9.4.3. are necessarily required to achieve the Purpose of the Service or use of Accompanying aspects of the Service.
- 9.5. Duration. The Sub-license is granted for the period of duration of the contractual relationship established by these Contractual arrangements.
- 9.6. Consideration. The Sub-license is granted (i) in its basic variant for free (i.e. the lowest Plans and trial Plans are offered for free for a limited time period); (ii) in its higher functionality variant for certain consideration, whereas the amount of the consideration equals to the price of the chosen Plan.

10. PLANS

- 10.1. After Activation, the Customer has access to the Service and the Software within the lowest variant thereof, which is usually first (free) Plan. Duration of the first (free) Plan varies. On the Plans Overview within the Account, the Customer can see how long the free Plan lasts and what rights are assigned to the first (free) Plan.
- 10.2. On the Plans Overview within the Account, the Customer can see also what rights are assigned to the higher (paid) Plans and how much the higher (paid) Plans cost.
- 10.3. Payments for Plans can be set as a recurring payment (subscription-based payments). In such case, the Customer can always cancel his/her subscription in his/her the Account (Menu: Company Settings or Profile settings).
- 10.4. The Customer has right to get the paid money back only in case the Customer proves that the payments were made by third party while committing a crime. If the Customer decides not to use the Website anymore or to delete his/her profile, such cases does not constitute a money back right.

11. USE OF THE SERVICE AND THE OTHER SERVICES

- 11.1. Other Services: If the User accepts the offer to use the Other services then the terms of the service provided are governed by *ad hoc* contractual agreement between the User and the Related parties.
- 11.2. Maintenance of the Service: The Provider undertakes to make every reasonably expectable effort that the online information published and chosen by the User will be available from Activation under the condition that the User pays the Plan properly, if his/her Plan is not for free.
- 11.3. Right to change: The provider is entitled to alter the available functionality of the Account in order to fulfil the Purpose of the Service.

12. PERSONAL DATA PROCESSING

- 12.1. During the use of the Service the Personal data, such as name, surname or contact address, are being processed. The Personal data are entered into the Service by the User.
- 12.2. During the use of the Service the Personal data are processed in two manners:

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- 12.2.1. The Provider processes the Personal data of the User. The Provider processes the Personal data necessary to conclude a contractual relationship and it further processes the Personal data necessary for the use of the Service pursuant to the Contractual arrangements (lawful basis for processing). In relation to these personal data the Provider is the Controller. Categories of the Personal data and its scope and purpose is set out in the Privacy policy.
 - 12.2.2. The Provider processes the Personal data of the User and third persons, entered into the Service by the User, during the transmission of the Data. A scope, categories and purposes, are determined by the User. The User is therefore the Controller of these Personal data and the Provider is the Processor of these Personal data. The User has the responsibility to process only the Personal data for which the User has a lawful basis for the processing pursuant to the Applicable regulations.
 - 12.3. While processing the Personal data of which the User is the Controller the User is obliged to act pursuant to the Applicable regulations. The User is in particular, but not exclusively, obliged to inform data subjects on the scope, categories and purposes, of the Personal data processing, to handle the requests from data subjects regarding their right to access, erasure and data portability. The obligations of the User are specified in detail in the Processing Agreement.
 - 12.4. The Provider is obliged to act pursuant to the Applicable regulations and the Processing Agreement and to process the Personal data only according to written instructions of the Controller while processing the Personal data of which the User is the Controller. The Data entered into the Service by the User are deemed to be the written instructions.
 - 12.5. The User accepts the Privacy policy of the Provider in relation to all of the processing of the Personal data. Should the Privacy policy be amended, the User is entitled to terminate the Contractual arrangements under the same conditions as in the case of publishing of the Successor contractual arrangements pursuant to Article 13 of the Contractual arrangements.
 - 12.6. Changes in the Privacy policy will be communicated in the same manner as in the case of expressing a consent with Successor contractual arrangements (par. 13.3 of the Contractual arrangements).

13. DURATION PERIOD AND SUCCESSOR CONTRACTUAL ARRANGEMENTS

- 13.1. Force and effect. Except provisions in par. 13.2 and 13.3 (whose force and effect is not limited by time), these Contractual arrangements govern the legal relationship between the Provider and the Customer and Provider for the Duration period.
- 13.2. Prolongation. If no Successor contractual arrangements are published in the Duration period on the Website, the Duration period of the contractual relationship between the Provider and the User governed by these Contractual arrangements is prolonged for a further period of six months, and such prolonged period of time is considered to be the Duration period under these Contractual arrangements.
- 13.3. Successor contractual arrangements. In the event that in the Duration period the Successor contractual arrangements are published on the Website, the Service can be consequently used (i.e. after the lapse of the Duration period) only under the conditions set out in the most recent Successor contractual arrangements.

14. TERMINATION

- 14.1. The Customer may terminate the contractual relationship established by these Contractual arrangements at any time without cause, by sending a notice of

termination to the Provider's address. Due to the nature of the Service, the User is not entitled to any refund, either full or partial, of the paid payments after the termination.

- 14.2. The Provider may terminate the contractual relationship established by these Contractual arrangements at any time without cause and without a notice period by sending a termination notice to the Email address of the User. If the Provider terminates the Contract then it is obliged to provide the User with sufficient time to allow the User to download the Data in machine-readable format (.doc, .csv, .xls). If the Provider fulfils its duty pursuant to preceding sentence, then it is not obliged to refund or pay any portion of paid payments related to the Plans.
- 14.3. The User in the position of Consumer has the right to withdraw from the contract within 14 days from its conclusion without giving any reason.
- 14.4. The period for withdrawal from the Contractual arrangements in accordance with clause 14.3 of the Contractual arrangements shall be deemed to be observed if the User in the position of the Consumer in its course sends to the Provider notification that it is withdrawing from the Contract. The refunded pecuniary consideration is reduced proportionally to performance rendered up to the time of withdrawal; the User which has attained the Activation may obtain a refund of up to eighty percent of the lump sum paid for the Plan (depending on the stage of the User's use of the Service).
- 14.5. The User in the position of the Consumer may use the form set out in Appendix No. 1 to withdraw from the Agreement.
- 14.6. If the contractual relationship between the Provider and the User based on the Processing agreement is terminated, the contractual relationship between the Parties governed by these Contractual arrangements and the reverse shall also be terminated.

15. PROVISIONS IN CASE OF RIGHT OF LIABILITY FOR DEFECTS AND COMPLAINTS

- 15.1. In the case of the Services provided against a payment, the User in the position of the Consumer is entitled to exercise the right of liability for defects, while:
 - 15.1.1. The functionality that is temporarily provided to the User in a test mode is not considered to be defective.
 - 15.1.2. The User is obliged to report a defect of the Service without undue delay after having a possibility to discover a defect, but no later than within 5 days of the Activation or making available of the new functionality of the Software if the defect occurred after the Activation of the Service.
 - 15.1.3. The User is not entitled to exercise the right of defect, in particular in cases where (i) the defect is noticeable and obvious at the time of conclusion of the pecuniary Contract; (ii) the defect is caused by the behaviour of the User or the defect is in contravention of these Contractual arrangements or information relating to the use of the Software; (iii) the defect is caused due to the circumstances referred to in par. 3.1 or par. 3.2 of the Contractual arrangements; (iv) the User has not reached Activation.
 - 15.1.4. The User is obliged to send the Complaint by an email to the Provider's email address: defect@mycallsheet.com.
 - 15.1.5. If a defect can be rectified, the User may request either repair or replenishment of what is missing or reasonable discount on the price. If the defect can not be rectified and therefore the Service can not be used properly for that defect, the User may either withdraw from the Contract or request reasonable discount.

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- 15.1.6. The Provider shall issue a written confirmation of the Complaint made. If possible, the Provider will decide promptly on the Complaint, in complex cases the Decision on the complaint will be made within 3 (three) business days. The Provider shall handle the Complaint without undue delay, but no later than 30 (thirty) days from the date when the Complaint was received, unless otherwise agreed with the User in the position of the Consumer. The Provider is obliged to issue to the User in the position of the Consumer an acknowledgment on how the Complaint has been dealt with.
- 15.2. Users who are not in the position of the Consumer are waiving their right to claim defects of the Service by accepting these Contractual arrangements. However, should the right of defect arise from the mandatory legal provisions, then the parties agree that the User shall exercise this right without undue delay, but no later than within 1 (one) month of the occurrence of the defect. In this case, the Complaint is applied in a similar manner to paragraph 15.1.4 and paragraph 15.1.6.

16. TAX DOCUMENT

- 16.1. If it is customary in business relations or if it is stipulated by generally binding legal regulations, the Provider shall issue to the User, regarding the received payments, a tax invoice in electronic form, and the document will be sent to the email in the Account.

17. PROVISIONS IN CASE OF OBLIGATION TO COMPENSATE DAMAGE

- 17.1. Damage incurred by the Customer in connection with the Account or Service. Should any court or another authority with the power to issue binding decisions or findings initiate, under the applicable procedural regulations, proceedings against the Provider the subject of which is an assessment of the Provider's or liability for damage caused to the Customer, for all such cases a summary upper (maximum acceptable) limit of the Provider's liability is agreed as the price of the first Plan.
- 17.2. Damage incurred by a third party in connection with the Account or Service. Should any court or another authority with the power to issue binding decisions or findings find the Provider liable for damage incurred by any third party in connection with the use of the Account or Service by the Customer contrary to the Applicable regulations, then
- 17.2.1. the Customer hereby assumes an obligation to compensate the damage caused to the third party, and undertakes to compensate the damage to such third party; or
- 17.2.2. where the Provider have already compensated damage to the third party, the Customer undertakes to reimburse the Provider (depending on who paid the amount), also for costs incurred in this respect, within 3 days of sending a notification of emergence of such obligation to the Customer's Email address.

18. OTHER PROVISIONS

- 18.1. Severability. Should any provision of these Contractual arrangements become invalid or unenforceable or should it be found as such by a competent court or any other authority with the power to issue binding decisions or findings, this fact shall not affect the validity or enforceability of other provisions.
- 18.2. Language version, governing law. These Contractual arrangements are translated into more language versions. Should there be discrepancy among language versions the Czech version is to prevail. These Contractual arrangements are governed and

construed in accordance with the laws of the Czech Republic. In the event of a litigation with Provider, it is agreed that the District Court in Prague 1 shall have territorial jurisdiction.

- 18.3. Dispute settlement. In the case of consumer dispute arising from the Contractual arrangements between the User in the position of the Consumer and the Provider which is not resolved amicably (i.e. the User in the position of the Consumer is obliged to contact the Provider first) then the User in the position of the Consumer is entitled to submit a proposal for out-of-court settlement of such a dispute to a designated extrajudicial dispute resolution body, such as the Czech Trade Inspection Authority (Central Inspectorate - ADR Unit, Štěpánská 15, 120 00 Prague 2 Czech Republic, e-mail: adr@coi.cz, web: adr.coi.cz). The User in the position of the Consumer can also use the online dispute resolution platform at <http://ec.europa.eu/consumers/odr/>, which is established by the European Commission.

19. EXPRESSION OF CONSENT WITH CONTRACTUAL ARRANGEMENTS

- 19.1. The Customer expresses its will to be bound
- 19.1.1. by these Contractual arrangements by clicking the button representing consent and adherence to the Contractual arrangements (or by checking the respective box, which is without any doubt attributed the meaning of Customer's consenting act);
 - 19.1.2. by the Successor contractual arrangements by logging into the Service for the first time in accordance with par. 13.3 above.
- 19.2. The Provider expresses its will to be bound by these Contractual arrangements by publishing them on the Website.

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Annex no. 1

Notice of withdrawal from the Contract

Addressee:

Company My Callsheet s.r.o., a limited-liability company registered in the Commercial Register administered by the Municipal Regional Court in Plzeň, section C, file 34227, with registered office K Ovčínu 297/18, Litice, 321 00 Plzeň, company reg. No.: 058 79 582

- I / We (*) hereby declare that I / We (*) hereby withdraw from the Contract (*)

- Date of order (*) / date of receipt (*)

- Name and surname of the User in the position of consumer / of the Users in the position of consumers

- Address of the User in the position of consumer / Users in the position of consumers

- Signature of the User in the position of consumer / Users in the position of consumer (only if this form is sent in paper form)

- Date

(*) Delete where not applicable or fill in the information.