

**SPECIAL TERMS AND CONDITIONS OF MyCOMPANY SERVICE**

No. [EN\_MyCOMPANY No. 20161212]

effective from [1 February 2017]

BETWEEN

- (1) the provider of the **MyCOMPANY** service, i.e. company **JABLOTRON CLOUD Services s.r.o.**, reg. No.: 047 86 645, registered office U Přehradý 3204/61, Mšeno and Nisou, 466 02, Jablonec nad Nisou, Czech Republic, registered in the Commercial Register administered by the Regional Court in Ústí nad Labem, section C, file No. 36983 ("**Provider**");

and

- (2) the user of the MyCOMPANY service, i.e. the person accessing MyCOMPANY and authorized to use it, who is at the same time a User of Cloud JABLOTRON ("**Mounting Partner**");

(the Provider and the Mounting Partner hereinafter collectively referred to as "**Parties**", each of them individually as a "**Party**")

**1. DEFINITION OF TERMS**

- 1.1. Capitalized terms and abbreviations not defined in these T&C have the meanings assigned to them in the General Terms and Conditions governing the use of the Provider's services then in force and effect.
- 1.2. Capitalized terms herein have the following meanings:

" <b>Duration of MyCOMPANY</b> "	means the time from MyCOMPANY Activation to the end of the calendar month following the month when MyCOMPANY Activation or prolongation referred to in par. 8.2 hereof occurred;
" <b>End user(s)</b> "	means such users of Cloud JABLOTRON who use MyJABLOTRON or SDC for their personal need and are not at the same time Mounting Partners or JA Partners;
" <b>GTC</b> "	means general terms and conditions regulating the provision of the Provider's cloud services.
" <b>MyCOMPANY Activation</b> "	means the moment from which the Mounting Partner can fully use all the functionalities of MyCOMPANY;
" <b>MyCOMPANY Deactivation</b> "	means the moment of termination of provision of MyCOMPANY by the Provider;
" <b>MyCOMPANY Successor T&amp;C</b> "	means MyCOMPANY T&C published on the Website with a subtitle of a more recent date of publication superseding the current MyCOMPANY Conditions in force and effect;

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<b>“MyCOMPANY T&amp;C”</b>	means these special terms and conditions regulating, in particular, but not limited to, conditions of provision of MyCOMPANY and the mutual contractual relationship between the Provider and the Mounting Partner;
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- 1.3. Rights in favour of Related Parties. Where the Provider gains any rights under these MyCOMPANY T&C (for example, a right to terminate or restrict access to MyCOMPANY, etc.), the Parties agree that such a right may also be exercised against such Mounting Partner by a Related Party, and in such case the User is to perform for such Related Party.

## **2. SUBJECT-MATTER OF MYCOMPANY T&C, CONCLUSION OF MYCOMPANY T&C**

- 2.1. Subject. The subject-matter of these MyCOMPANY T&C is regulation of the contractual relationship between the Mounting Partner and the Provider, stipulation of mutual rights and obligations of the Provider and the Mounting Partner in connection with MyCOMPANY, and stipulation of conditions under which the Provider will allow (in the absence of Force Majeure) the Mounting Partner to access and use MyCOMPANY.

## **3. ACCESS TO MYCOMPANY**

- 3.1. Mounting Partner’s signing up for MyCOMPANY. A Mounting Partner who participated in a special training for Mounting Partners will be sent, by the Provider or another authorized person, to its Email Address a sign-up email. Mounting Partner signs up for MyCOMPANY by opening the sign-up link in the email.
- 3.2. MyCOMPANY Activation. MyCOMPANY Activation occurs **(i)** upon the first login to MyCOMPANY after Mounting Partner’s signing up under par. 3.1 hereof; or **(ii)** upon the first login to MyCOMPANY after registration of the first Device carried out by the person who stated their identification number (company registration number) upon registration of this Device; this person automatically becomes a Mounting Partner. The password for the first login to MyCOMPANY is generated automatically. For completion of the first login to MyCOMPANY, the Mounting Partner is to read and agree to these MyCOMPANY T&C. MyCOMPANY may not be activated without consent referred to in the previous sentence.
- 3.3. MyCOMPANY Deactivation. MyCOMPANY Deactivation means the moment of termination of provision of MyCOMPANY, which occurs within 24 hours **(i)** following termination of the contractual relationship under these MyCOMPANY T&C; or **(ii)** following termination of a contractual relationship under the GTC.

## **4. MYCOMPANY DESCRIPTION**

- 4.1. Purpose of MyCOMPANY. The Purpose of MyCOMPANY is to allow the Mounting Partner to access the Account and **(i)** create offers to End Users; **(ii)** install and manage installed Devices and functionalities necessary for End Users; **(iii)** manage the tribe of End Users; and **(iv)** make acts towards the Provider or Related Parties.
- 4.2. Qualitative parameters of MyCOMPANY. Since MyCOMPANY is provided as a free Service of the Provider, it is provided to the Mounting Partner without any guarantees and *as-is*.
- 4.3. Exclusions and additions to the GTC.
- 4.3.1. Third-party Materials made available in MyCOMPANY in the Mounting Partner's Account may also be used by the Mounting Partner for the purpose of achieving commercial benefit or obtaining another economic advantage.

- 4.3.2. The Mounting Partner is entitled to offer Devices for sale and installation and use of Cloud JABLOTRON to End Users so that the Mounting Partner has commercial benefit from such activity.
- 4.3.3. The Mounting Partner is obliged to back up **(i)** Data created in connection with the use of functionalities in MyCOMPANY; **(ii)** Data actively entered or saved by the Mounting Partner in MyCOMPANY; and **(iii)** Data made available to the Mounting Partner in MyCOMPANY the loss of which could cause any material or non-material harm to the Mounting Partner.
- 4.3.4. The Mounting Partner is obliged to fulfil obligations from acts towards End Users, the Provider and Related Parties duly and in time; in the event of breach of this obligation, the Provider will acquire the right referred to in Art. 8 of the GTC (Termination of access).

## 5. SUPPORT SERVICE

- 5.1. Extended service in the Provider's centres. Mounting Partner is entitled to offer extended service support to End Users (i.e. support beyond the level of obligations arising from Applicable Regulations) in *service centres of the Provider or a Related Party* only under conditions negotiated with the Provider.
- 5.2. Extended service at the Mounting Partner's own cost. For the avoidance of any doubt, the Parties stipulate that the Mounting Partner is entitled to offer extended support to End Users in its own centres at its own cost.

## 6. TERMINATION OF ACCESS

- 6.1. The Provider's right to terminate access to MyCOMPANY arises in the event of any breach of these MyCOMPANY T&C or in cases referred to in Art. 8 of the GTC.

## 7. LIABILITY

- 7.1. With regard to par. 4.2 hereof, the Mounting Partner does not have any entitlements from the Provider in terms of liability for defects.
- 7.2. In case of liability for harm in connection with MyCOMPANY, common provisions in Art. 13 of the GTC apply.

## 8. DURATION AND MYCOMPANY SUCCESSOR T&C

- 8.1. Force and effect. With the exception of par. 8.2 and 8.3 hereof (whose force and effect is not limited in time), these MyCOMPANY T&C are in force and effect for the Duration of MyCOMPANY.
- 8.2. Prolongation. If no MyCOMPANY Successor T&C are published during the Duration of MyCOMPANY on the Website, the Duration of MyCOMPANY of the contractual relationship between the Provider and the Mounting Partner is prolonged until the end of the following calendar month, and such prolonged period of time is considered to be the Duration of MyCOMPANY under the applicable MyCOMPANY T&C.
- 8.3. MyCOMPANY Successor T&C. In the event that MyCOMPANY Successor T&C are published on the Website throughout the Duration of MyCOMPANY, the force and effect of these MyCOMPANY T&C terminate with the expiration of the Duration of MyCOMPANY; before the expiration of the Duration of MyCOMPANY, the Mounting Partner may unilaterally terminate the relationship established by these MyCOMPANY T&C without a notice period by sending a notice, from their Email address to the Provider's email address. However, where the Mounting Partner requires a notice period, the Mounting Partner is to inform the Provider of this fact in the email containing the termination act; in such case, the notice period commences on the first day of the calendar month following the sending of the email containing the termination act and it is thirty (30) days long.

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- 8.4. The Parties agree that after termination of the Duration of MyCOMPANY of these MyCOMPANY T&C, MyCOMPANY may only be used under conditions stipulated in MyCOMPANY Successor T&C with the most recent publication date. Where the Mounting Partner logs in to MyCOMPANY after the Duration of MyCOMPANY, it will be deemed that the Mounting Partner also expressed, with this real act, agreement with MyCOMPANY Successor T&C with the most recent publication date and their will to be bound by them.

## **9. DURATION**

- 9.1. The contractual relationship regulated by these MyCOMPANY T&C terminates at the latest with the Duration of MyCOMPANY as referred to in par. 8.1 hereof.
- 9.2. Before the expiration of the Duration of MyCOMPANY, the Mounting Partner is entitled to terminate the contractual relationship regulated by these MyCOMPANY T&C at any time without cause and without a notice period, by sending a notice of termination from their Email address to the Provider's email address. The Provider is obliged to confirm, without delay, to the Mounting Partner the delivery of the termination notice by sending a notification to the Mounting Partner's Email address.
- 9.3. Before the expiration of the Duration of MyCOMPANY, the Provider is entitled to terminate the contractual relationship regulated by these MyCOMPANY T&C at any time without cause and without a notice period, by sending a notice of termination to the Mounting Partner's Email address. The Mounting Partner is obliged to confirm, without delay, to the Provider the delivery of the termination notice by sending a notification to the Provider's email address from which the Mounting Partner received the Provider's notice of termination.
- 9.4. The contractual relationship terminates with the effect of the termination notice of any Party, which occurs at the moment of delivery of the termination notice to the other Party.
- 9.5. If the access to Cloud JABLOTRON or MyCOMPANY is terminated for any reason referred to in Art. 6 hereof or Art. 8 of the GTC (Termination of access), the contractual relationship between the Parties regulated by these MyCOMPANY T&C also terminates.

## **10. OTHER PROVISIONS**

- 10.1. Unless stipulated otherwise herein, rights and obligations of the Mounting Partner and the Provider are governed by the GTC then in force and effect.
- 10.2. In the event of any discrepancy between the MyCOMPANY T&C and the GTC, the MyCOMPANY T&C take precedence over the GTC.
- 10.3. Severability. Should any provision herein become invalid or unenforceable or should it be found as such by a competent court or another authority with powers to issue binding decisions or findings, this fact does not affect the validity or enforceability of other provisions herein; however, in that case, the Mounting Partner undertakes to negotiate with the Provider without undue delay (but not later than within five (5) days of the Provider's notice), a new agreement, a valid and enforceable one, the purpose of which will, if possible, correspond to the original provision in terms of the purpose or will at least aim to achieve the purpose that is the closest to the original provision.
- 10.4. Language version, governing law. These MyCOMPANY T&C are translated into several languages; in the case of any discrepancy between the various language versions, the Czech version takes precedence. Since the Provider has its registered office in the Czech Republic, where essential technical aspects of Cloud JABLOTRON are also located, the MyCOMPANY T&C are governed and are to be interpreted in accordance with the laws of the Czech Republic. In the event of a trial with the Provider,

the Parties agree on local jurisdiction of the court in the district of which the Provider has its registered office.

- 10.5. Failure to exercise a right. Any failure of the Provider to exercise or enforce or not insisting on any of its rights or remedies to protect rights the Provider is entitled to under these MyCOMPANY T&C or under the Applicable Regulations, the Mounting Partner agrees that such conduct of the Provider will not be considered a waiver such a right by the Provider.
- 10.6. Changes to the MyCOMPANY T&C by the Mounting Partner. Any changes to the MyCOMPANY T&C made by the Mounting Partner not expressly approved by the Provider will be disregarded.

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