

TERMS OF USE & PRIVACY POLICY

1. Introductory Provisions

1.1. These general terms of business of the internet portal timee.cz (hereinafter “timee.cz”) for customers of the company Timee.cz s.r.o., identification number (IČ) 05401909, with registered office at Slezská 857/45, Vinohrady, 130 00 Praha 3, maintained with the Municipal Court in Prague in section C file 263107 (hereinafter the “GTB”), regulate the rights and obligations of the contractual parties arising from the obligational legal relations between the company Timee.cz s.r.o. as the provider (hereinafter the “Provider”) and its customers (hereinafter the “Client”). The Client is any legal entity having legal personality and full capacity to take legal actions, or any natural person having full capability to take legal actions, whereby such entities/persons, in ordering services provided by the Provider, voluntarily agree to the terms of use that are contained within these terms of business.

2. OBJECT AND GENERAL PROVISIONS

2.1. The object of these terms of business is the regulation of the legal relations between the Provider and the Client in the provision of services through the internet page timee.cz. The contractual relationship based upon these terms of business arises between the contracting parties as of the moment of the confirmation of consent to these terms of business in the Client’s registration process on the timee.cz internet pages. In the registration process, the Client expressly agrees to these terms of business; matters not regulated by these terms of business shall be governed by the relevant legal regulations.

The Provider reserves, in accordance with the law, the right to a change of these terms of business, whereby the Provider will notify the Client of such a change at least 7 days prior to the effectiveness of such a change in electronic form (by email or by way of a message as part of the provided service “timee.cz”). In the event of non-consent to a change in the terms of business, the Client has the right to terminate the legal relationship between the Client and the Provider by notice with a 3 day termination notice period.

These terms of business take precedence over any contractual terms or terms of business of the Client. Specific contractual arrangements between the Provider and the Client take precedence over these terms of business.

2.2. Definitions of Terms Used in These Terms of Business:

2.2.1. timee.cz Service - The provision of services intended for online communication by way of internet pages. The content and object of the services is defined as the provision of on-line tools for planning shift operations with the option of entering data on the availability of the Client's employees. The timee.cz service can also hereinafter be called the "application".

2.2.2. User - Client of the timee.cz service for whom the service was duly established by the Provider according to the valid rules for the provision of service, published on the web presentation of the Provider <https://www.timee.cz>, or established provisionally for the purpose of testing.

2.3. The date of the proper establishment of the timee.cz service is the date of the payment of the price of the service by the Client. The time period of the provisional establishment of the service for the purposes of testing is, unless stated otherwise, the time from the date of the ordering of the service until the date of the establishment of the service (hereinafter the "trial version"). The date of the extension of the service for a further period is the date of the payment of the price of the service for a further period by the Client.

2.4. In operating the service, the Provider requires data from the Client as necessary for the operation of the service and for communication with the Client. The Client grants consent to the processing of the Client's personal data for the purposes of ensuring the operation of the ordered service.

3. RIGHTS AND OBLIGATIONS OF THE CLIENT

3.1. Each client has a username and password assigned, which cannot be used by a third party without the consent of the user.

3.2. The Client is liable for the keeping and proper security of the Client's password and username. If the Client entrusts the Client's username and password to the Client's employee or to another person, the Client is thereby liable for all of the security of the Client's data within the scope of the provided services, and is also liable for any damage caused by such persons.

3.3. The Client understands and is acquainted with the technical requirements necessary for the use of the products and services and does not have any objections in connection therewith.

3.4. The Client is aware of the risk and dangers associated with electronic transfer of data.

3.5. The Provider reserves the right to access to the accounts of individual users for technical and administrative purposes, to which the Client expressly agrees. The Client also agrees that the Provider can be called upon to provide information and data from the application to administrative or judicial bodies of public administration or to bodies active in criminal proceedings if the law permits it.

3.6. The Client will not further process or make available information about the provided timee.cz service, whether for the duration of the legal relationship between the Provider and Client, as well as after its termination.

3.7. The Client has the right to cancel the contract within the statutory period of 14 days without giving any reason.

4. RIGHTS AND OBLIGATIONS OF THE PROVIDER

4.1. The Provider has an obligation to provide access to the application to a properly registered Client (with the exception of the case of a delay in performance on the part of the Client) and also has an obligation to ensure the operation of the agreed service. An exception to such obligation are circumstances that the Provider cannot influence and cannot be prevented (e.g. an act of force majeure, disaster, outages of public telecommunications networks, etc.), or acts necessary to ensure the functioning of the Provider's services (e.g. hardware maintenance, software updates, etc.). The Provider does not bear any liability for any outage, which the Client expressly agrees to.

4.2. The Provider is obligated and simultaneously entitled to perform the maintenance of the server for the optimum operation of the service.

4.3. The Provider has the right to suspend the service provided to a User (Client) who is in delay in regard to payment for the service. In the event of a delay of more than 15 days, the Provider is entitled to cancel the Client's access to the application and simultaneously to cancel the provided service; in such a case of the cancellation of the service on grounds of the non-payment of the price by the Client, the Provider is not liable for damage arisen through the loss of the Client's data a through the loss of accessibility of operated applications. In such a case, the Client bears all risk of any damage. The Client will be notified of the possibility of the cancellation of the service and access to the application electronically at least 3 days prior to the cancellation.

4.4. The Provider has the right to unilaterally exclude the User from operation and thus to suspend the provision of services in cases where harm to other Users or to the Provider is occurring or could occur through the operation of the User's application. In such cases, the Provider can exclude the User from operation even without previous notice.

4.5. The Provider has the right to unilaterally change the functions of the service. Should the Provider change the functions in a significant manner in such a way so that the entire essence of the provided service would change, the Client has the right to terminate the use of the service by notice.

4.6. The Provider does not bear any liability for any loss of the user's data in the event of a breach of the server, through the user's fault or an attack by a third party.

4.7. The Provider is not liable for the accuracy of the Client's data, the storage of the Client's data and the loss of the Client's data in the event that the Client is using a trial version or a free version.

4.8. The Provider undertakes to hold the Client's provided personal data in accordance with the generally binding legal regulations of the Czech Republic, primarily Act No. 101/2000 Coll., the Personal Data Protection Act, as amended.

4.9. The Provider undertakes to use the provided personal data of all users of the application only for the purposes of the functioning of timee.cz. The Provider will not, expressly, provide any personal data to any third party. The Provider undertakes to handle personal data in accordance with Act No. 101/2000 Coll., the Personal Data Protection Act. The user hereby agrees to the necessary use of personal data for the purposes of the operation of the timee.cz application. Czech law will always be applied for the regulation of the handling of personal data.

5. PRICE OF SERVICE AND PAYMENTS FOR SERVICE

5.1. The price of the service is according to the valid pricelist published on the internet pages <https://www.timee.cz>, whereby the contracting parties have agreed that the Client will use a trial version free of charge for a period of thirty (30) days. Automatically after the elapse of such period of time, the timee.cz service will be switched to a free version with a limited number of users and basic functions, whereby the Client will be informed of such fact through two e-mails, fourteen (14) days and three (3) days prior to the elapse of such time period. The free of charge version is defined on the internet pages stated above. If the Client needs any of the paid versions on offer or an individual solution, the Client can order them by way of the internet order form, on-line chat or in an email sent to the email address prodej@timee.cz with a statement of the designation of the version according to the pricelist or the Client's specific requirement and the time period for which the Client wishes to order the service. The internet order form is an offer of the options of the selection of the duration of the use period, the number of possible users and the amount of the payment for such period. The service will be charged according to the pricelist set out on the pages stated above, unless the Client and Provider agree otherwise, which the Client will be informed of electronically (by email) by the Provider.

5.2. The Client undertakes to pay the price of the service on the basis of a proforma invoice sent by the Provider by electronic mail to the e-mail given by the Client, to the Provider's account. The date

of the payment of the money is the date of the crediting of the payment to the Provider's account.

5.3. The Provider will notify the Client sufficiently in advance of the date of the elapse of the period for which the Client has prepaid the service, by way of a proforma invoice for the subsequent period.

5.4 The Provider will issue a tax document on the basis of the receipt of the payment of the price of the service and the establishment or extension of the service. The contracting parties have agreed that the Provider is entitled to issue a tax document in electronic form.

5.5. In the event of the non-payment of the price of the service according to section 5.3. of these terms of business, the Provider is entitled, even without the previous notification of the party, to suspend the operation of its services, until the time when the outstanding fees are paid in full. The Client expressly agrees that the Provider is not liable for damage incurred by the Client, in such a case as well as in any other case.

5.6. The Client is obligated to make payments according to the above by bank transfer to the Provider's account or by way of a payment gateway with a payment card. The payment gateway cannot be chosen; the type of payment gateway offered by the provider can be used.

6. FINAL PROVISIONS

6.1. The operation of service can be terminated by notice without the specification of a reason. The notice of termination must be made in written or electronic (e-mail) form and must be delivered to the other party no later than within 14 days prior to the effective date of the notice of termination. In the event of a serious breach of obligations by an involved party, a notice of termination of service can be given with immediate effect.

6.2. If the operation of service is terminated by notice by the Provider, the Client is entitled to a refund of a proportionate part of the annual service fee for the unutilized period. The Client does not become entitled to a refund of a proportionate part of the annual service fee for the unutilized period if there is a termination of the operation of service for reasons of the serious breach of obligations by the Client as set out in Article 3 of these terms of business.

6.3. If the operation of the service is terminated by notice by the Client, the Client is not entitled to a refund of a proportional part of the annual service fee for the unutilized period. The Client becomes entitled to a refund of a proportional part of the annual service fee for the unutilized period in the event of a breach of obligations by the Provider.

6.4. All disputes arising in connection with these terms will be firstly dealt with by agreement. All disputes that cannot be settled amicably must be submitted for decision to the court of competent

jurisdiction within the Provider's country. The parties hereby stipulate that in the case of a Client with a registered office or place of business outside of the territory of the Czech Republic, the court of competent local jurisdiction is the District Court for Plzeň-City (Okresní soud Plzeň-město), or the Regional Court in Plzeň according to the material jurisdiction of the said courts according to Act No. 99/1963 Coll. The contractual relationship between the Provider and the Client is always governed exclusively by the law of the Czech Republic.

6.5 Contractual terms can only be modified in the manner as set out above. The actual written contractual arrangements between the parties can only be modified by way of written amendments approved and signed by both contracting parties.

6.6 The provider can freely use the fact that the Client is using timee.cz and present it on their website along with the Client's logo.

6.7 The Czech Trade Inspection Authority having its registered seat at Prague 2, Štěpánská 567/15, Postal code 120 00, identification number: 000 20 869, internet address: <http://www.coi.cz>, is responsible for alternative dispute resolution for consumer disputes arising from the purchase contract.

6.8 The provider is competent to provide services under business authorization. The commercial control falls under the authority of the relevant Trade Office. The Office for Personal Data Protection supervises observance of the legal obligations laid down for processing of personal data. The Czech Trade Inspection Authority supervises within a limited scope an observance of the Act No. 634/1992 Coll., the Consumer Protection Act, as amended.

6.9 These terms of business become effective on the date of November 14th 2016.