

DATAPLUS TOOL TERMS AND CONDITIONS

We are a company **Advisio marketing s.r.o.**, ID number: 043 05 116, with its registered office at Josefa Šavla 1271/12, Mariánské Hory, 709 00 Ostrava, registered in the Commercial Register maintained by the Regional Court in Ostrava under file number C 63114 (“**we**” or “**Advisio**”).

We operate the DataPlus tool (“**DataPlus**”), which facilitates advanced data processing for e-commerce websites and other websites.

Because you, our client (“**you**” or “**Client**”), are interested in using DataPlus, we enter into a service agreement (“**Agreement**”) under which we will provide you with the DataPlus tool and our other related services (collectively, the “**Services**”), and you will pay us a fee for them (“**Fee**”). You enter into the Agreement with us as a business owner.

These are the general terms and conditions (“**Terms**”), which form part of the Agreement and therefore govern the relationship between us as the Service Provider and you as the Service Client.

If necessary, please contact your account manager or reach out to us using the following details:

- Josefa Šavla 1271/12, Mariánské Hory, 709 00 Ostrava
- info@advisio.cz
- +420 731 103 817

0. How is the Agreement concluded?

- 1.1. **The Order.** If you are interested in using our Services for your e-commerce store or website (the “**Website**”), please fill out the order form to which you have received a link from a member of the Advisio team. Fill in all the required information in the form, confirm that you have read, agreed to, and undertake to abide by these Terms and Conditions, and submit the form. The submitted form constitutes your non-binding order for our Services.
- 1.2. **The Offer.** After we receive the order form, we will prepare an offer for our Services and send it to the email address you provided in the order. The offer will include details of the Services provided, the Website for which you wish to use DataPlus, and the Fee.
- 1.3. **Conclusion of the Agreement.** If you agree to the offer, please confirm it via email. Upon receipt of the offer confirmation, the Agreement is concluded between us. Under the Agreement, we agree to provide you with the Services, and you agree to pay us a Fee for them.
- 1.4. **Proposal for a change of the offer.** When you send us a proposal for an offer back with changes, reservations, or insignificant deviations, the Agreement is not concluded, and such changes must be confirmed by us.
- 1.5. **Offer Guarantee.** Our offer is valid for 30 days. If you confirm it to us later than 30 days after it was sent, the Agreement will not be concluded. In such cases, we must also confirm the commitment again.
- 1.6. **Refusal to conclude the Agreement.** We are not obligated to enter into an Agreement with you at our sole discretion, especially with individuals who have previously breached the Agreement (including the Terms) or acted in violation of generally applicable Czech law.
- 1.7. **Identity or existence verification.** We are entitled to verify your existence and identity at any time by presenting the relevant document related to your business authorization (extract from the commercial or trade register), or by providing another document authorizing the business. If you fail to provide these documents, we are entitled to terminate the Agreement.

2. How will the Services be provided?

- 2.1. **Access.** In order to provide you with our Services, we need the access that you are required to provide. This will primarily include access to the administration of the Website, your Google Analytics account, and possibly others, for which we will always notify you via email if any access is required.

- 2.2. **Code installation.** To use the Services, it is necessary to upload the code that enables DataPlus to function into the code of your Website for which you wish to use DataPlus. We will upload the code to the Website once you grant us access to the Website administration. We can also agree that you will insert the code into the Website yourself. You are required to keep the code uploaded for the duration of the Agreement; otherwise, DataPlus will not function.
- 2.3. **Commencement of the Services.** We will begin providing the Services once you have provided us with all necessary access and the DataPlus code has been installed on your Website.
- 2.4. **Provision of the Services.** The Services are considered provided when we have provided them to you, or when we were ready to provide the Services to you, but you failed to provide us with sufficient cooperation (for example, you did not provide us with the necessary access or you removed the DataPlus code from the Website).
- 2.5. **Google Analytics.** You can find the report of the data processed by DataPlus in your Google Analytics account, which is linked to the Website.

3. Payment Terms

- 3.1. **Fee.** You are required to pay us a Fee for the Services provided. The fee is payable monthly. We are VAT-registered, and therefore, we will always add VAT to the Fee.
- 3.2. **The amount of the Fee.** The amount of the Fee is specified in the Agreement (usually in the offer we send you).
- 3.3. **Invoice.** By the 15th day of the month following the month for which the Fee is due, we will send you a tax document (invoice) for the Fee by e-mail. The invoice is due within 14 days.
- 3.4. **Methods of payment.** The Fee can only be paid by bank transfer to our account listed on the invoice. The Fee shall be deemed to have been paid when the relevant amount is credited to our account.
- 3.5. **Contractual fine.** In the event of any delay in payment under the Agreement, we are entitled to require you, in addition to statutory interest for late payment, to pay a contractual penalty of 0.1% of the overdue amount for each day of delay. The contractual fine does not exclude the right to claim full compensation for damages or non-material loss.

4. How does service and support work? What if the Services have defects?

- 4.1. **Defects.** If the Services have defects, you must notify us of them within 5 days of discovering them. In the complaint notification, please specify which Service you are complaining about, what defects you have identified, and what resolution of the complaint you are requesting. As soon as we receive your complaint, we will assess and resolve it. We will inform you of the outcome of the complaint by email.
- 4.2. **What you can request.** If the Services have a defect, you may request its removal or the provision of the Service without defect. You do not have the right to a discount on the Fee nor the right to withdraw from the Agreement.
- 4.3. **Liability for the result.** Please note that you do not have the right to complain about the Services because you did not achieve the expected outcome by using them. We are not liable for the outcome of the Services.
- 4.4. **Costs of the claim.** You are responsible for all costs associated with making a claim and are not entitled to reimbursement of these costs by us.
- 4.5. **Support.** If you have any questions or issues, please contact us using the contact details provided at the beginning of the Terms.
- 4.6. **Special requests.** Any resolution of special requests beyond the scope of standard support may incur an additional charge. We will inform you in advance if a specific service or action is subject to a fee, and will proceed only after your confirmation.
- 4.7. **Availability of DataPlus.** You acknowledge that the DataPlus tool may not be available continuously, particularly due to necessary maintenance of our hardware and software systems, or those of third parties, or due to force majeure, etc. We will notify you by e-mail of any planned downtime, if possible.

- 4.8. **Short-term outages.** A short-term (maximum 12 hours) outage of the provision of the Services shall not be considered a breach of the Agreement by us.

5. What other rights and obligations do we have towards each other?

- 5.1. **Subcontractors.** We are entitled to use our subcontractors for the provision of the Services and we are responsible for their performance as our own.
- 5.2. **We notify each other.** We are both obligated to notify each other of any significant matters concerning the Agreement or the provision of the Services. Similarly, we are required to notify each other of any changes to addresses, contact details, billing or banking information, and any other relevant data and information. Unless one of us notifies the other, we bear the associated risks (e.g., the inability to provide the Services or make a payment).
- 5.3. **We communicate via email.** All written correspondence may be delivered by e-mail, unless otherwise specified in the Terms or the Agreement.
- 5.4. **Reputation.** We mutually undertake to act in such a way that neither party's reputation is harmed during the term of the Agreement or after its termination.
- 5.5. **References.** We are entitled to list you as a reference. If you submit logos or other works to us for this purpose, we are entitled to use them for the purpose of attaching them to the reference, according to your instructions. If you do not give us any such instructions, we are entitled to use these materials in accordance with standard practice to fulfill the purpose without diminishing their value.

6. How long does the Agreement last and how can it be terminated?

- 6.1. **Term of the Agreement.** The Agreement is concluded for an indefinite period and for a minimum period of 30 days.
- 6.2. **Termination.** Either party may terminate the Agreement by written (including email) notice addressed to the other party. In such a case, the Agreement shall terminate on the last day of the calendar month following the month in which the notice was delivered to the other party.
- 6.3. **Withdrawal from the Agreement.** Both we and you may withdraw from the Agreement only in cases specified by law or the Agreement (including the Terms). Withdrawal becomes effective upon delivery of the notice of withdrawal to the other party. In the event of withdrawal from the Agreement, we do not refund any services already provided. You are obliged to pay us the Fee even after the Agreement ends if we have earned the right to it during the term of the Agreement.
- 6.4. **Material breach of your obligations.** In addition to our statutory rights, we are entitled to terminate the Agreement in the event of a material breach of the Agreement by you, particularly if:
- a) you engage in conduct that could jeopardize the operation of DataPlus or the provision of the Services;
 - b) you breach the data processing agreement attached to these Terms;
 - c) you breach the Agreement or the Terms.

7. Liability

- 7.1. **The limit of our liability.** We shall be liable to you for damages caused by gross negligence or intentional breach of the Agreement, up to a maximum of the Fee paid by you for the use of the Services under the Agreement, in the month immediately preceding the event that caused your loss. Lost profits shall not be compensated under any circumstances.
- 7.2. **Exclusions from our liability.** DataPlus is an automated tool that will process data if the Website settings allow it. For this reason, it is essential that the Website, cookie banner, and other related settings are configured in accordance with the legal regulations. You are liable for this configuration; we are not liable for the settings of your Website, cookie banner, or data collection settings.

- 7.3. **Misuse of DataPlus.** We shall not be liable for any damage caused by the misuse of DataPlus. We shall not be liable for any damage (including loss of profit) resulting from the use of DataPlus or due to any limitation or interruption of its availability. Furthermore, we shall not be liable for interruptions in the provision of the Services if caused by third parties or force majeure (e.g., cyber attack, prolonged power or telecommunications failure, improper service by service providers), or by you (e.g., incorrect handling of the DataPlus code, incorrect configuration of the cookie bar and data flow, failure to ensure an internet connection, defects in equipment or hardware, third-party components and technologies, etc.), or due to the termination of DataPlus operation. In such cases, you waive your right to claim damages.
- 7.4. **Integration with third-party tools.** We are not liable for the seamless operation and integration of DataPlus with third-party programs and devices.
- 7.5. **Your liability.** If you breach the Agreement or the Terms, whether intentionally or unintentionally, you will be fully liable to us for the damages and agree to reimburse us for all costs we incurred in rectifying the defective condition caused by your breach.

8. What is the situation regarding intellectual property?

- 8.1. **Copyright works.** We are the holder of all property rights and, to the fullest extent possible and legally permitted, personal rights to the DataPlus code under Act No. 121/2000 Coll., the Copyright Act, as amended (the "**Copyright Act**").
- 8.2. **License.** By entering into the Agreement, we grant you a limited right to use the DataPlus code for placement in the code of your Website (the "**License**"). The license is non-exclusive and territorially unrestricted. The license is granted for the term of the Agreement. Under the License, you are not authorized to grant any part of the rights constituting the License (such as granting a sublicense) to a third party or assign the License to a third party without our consent. The License Fee for granting the License is included in the Fee.
- 8.3. **Management of the Website.** You agree not to use the DataPlus Code in any way other than its intended purpose. This obligation includes a prohibition on using the DataPlus Code in any manner other than in accordance with these Terms, the Agreement, or for any purpose other than the use of the Services. A breach of this obligation also includes allowing, even unintentionally, any third party to engage in such conduct.

9. How do we safeguard confidential information?

- 9.1. **Confidential information.** The Agreement and information about our cooperation are confidential, even without either party expressly marking them as such. Neither of us is authorized to disclose or transfer this information to a third party without the consent of the other. The only exceptions are disclosure based on legal regulations, with the consent of the other party, if the information is already public, or if we share it with our professional advisors and suppliers with whom we cooperate, who are bound by confidentiality at least to the extent of these Terms. Confidential information does not include information that will be disclosed in the course of fulfilling obligations related to the provision of the Services and in relation to its nature. We commit to maintaining the confidentiality of confidential information.
- 9.2. **Duration of the confidentiality obligation.** We undertake to maintain confidentiality for the duration of the Agreement and for two years following its termination.

10. Final provisions

- 10.1. **DPA.** The Agreement also includes a Data Processing Agreement, which is Annex No. 1 to these Terms.
- 10.2. **Terms and Agreement.** These Terms are an integral part of the Agreement. In case of a discrepancy between the Terms and the Agreement (in particular, the order), the provisions contained in the Agreement shall prevail.
- 10.3. **A business relationship.** You represent that you are an business owner within the meaning of Act No. 89/2012 Coll., the Civil Code, as amended by the latest regulations (the "**Civil Code**") and therefore enter into the Agreement as part of your gainful activity or as part of your business. If you believe that you are contracting as a consumer, please contact us to arrange individual terms.

- 10.4. **Language and law.** These Terms are in the Czech language, and the Agreement between us is also concluded in the Czech language. This Agreement and the Terms are governed by Czech law. This refers primarily to the Civil Code. If the relationship established by this Agreement (including the Terms) contains a foreign (international) element, then we have agreed that the relationship shall be governed by Czech law. Any disputes shall be settled by the Czech courts having jurisdiction based on our (Advisio's) registered office.
- 10.5. **Change of Terms.** We have the right to unilaterally amend and supplement these Terms, and we will inform you of any changes at least 15 days in advance by email. In the event of any changes to these Terms, we will notify you in writing and inform you of your right to terminate this Agreement. We will provide you with a reasonable period of notice to exercise this right. You may terminate this Agreement by email.
- 10.6. **Invalid or unenforceable provisions** In the event that any provision of these Terms or the Agreement is determined to be invalid or unenforceable, such provision shall be deemed severable, and the validity and enforceability of the remaining provisions shall not be affected. The invalid or unenforceable provision of the Terms and Conditions shall be replaced by a provision that most closely reflects its meaning.
- 10.7. **Assignment of rights and obligations.** We are entitled to assign the rights and obligations under the Agreement to a third party, and you agree to this.
- 10.8. **Personal data.** We process your personal data in the course of providing the Services. You can find more details [here](#).

These Terms and Conditions are effective from 1 April 2024

ANNEX NO. 1 DATA PROCESSING AGREEMENT

concluded pursuant to Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”)

1. Preliminary provisions

- 1.1. **Data Processing Agreement.** All terms used in this Data Processing Agreement (“**Processing Agreement**”) with an initial capital letter shall have the same meaning as in the Terms and Conditions to which this Processing Agreement is annexed, unless otherwise stated.
- 1.2. **Processor and controller.** We (Advisio) as the personal data processor and you (Client) as the personal data controller have entered into this Agreement. Under the Agreement, personal data may be transferred by you to us and subsequently processed by us. The purpose of processing personal data and the funds for such processing are determined and provided by you as the data controller. We, as the processor, process personal data on your behalf within the scope of this Data Processing Agreement.
- 1.3. **Purpose of the Data Processing Agreement.** This Data Processing Agreement defines our mutual rights and obligations in the processing of personal data.

2. Processing of personal data

- 2.1. **Personal data.** We will process the following personal data on your behalf:
 - a) Information about how the user navigates your Website, if they consent to the use of cookies (collectively, “**Personal Data**”).
- 2.2. **Processing of personal data.** We will process personal data on your behalf for the purpose of providing the Services and fulfilling the cooperation under the Agreement, for the duration of the Agreement or for as long as certain obligations under the Agreement require us to process the Personal Data.
- 2.3. **Extension of the Purpose of Personal Data Processing.** You are entitled to extend the purpose of processing in accordance with the law, and you can notify us of instructions for further processing via email.
- 2.4. **The method of processing.** The processing will involve storing, processing, and sending Personal Data from your Website to your Google Analytics account.
- 2.5. **Cookie banner.** We will process personal data only after the user of the Website (the individual whose Personal Data is involved) has given consent to the use of cookies. You are fully responsible for the correct configuration of the cookie banner and for ensuring that Personal Data is made available to us only after the user has given their consent.

3. Rights and obligations of the Parties

- 3.1. **Security of Personal Data.** We undertake to implement technical, organisational, and other measures to prevent unauthorized or accidental access to, alteration, destruction, loss, or any other unauthorized handling of Personal Data. In particular, we undertake to
 - a) use secure access to the PC, where access to the PC will be known only to us;
 - b) use secure access to any database of Personal Data, and access will be granted in such a way that it is not disclosed to any third party;
 - c) use software and services that meet standard data security requirements for processing Personal Data;
 - d) not create copies of the Personal Data database without your prior consent;
 - e) use appropriate means of security, such as encryption or other suitable and necessary measures, always depending on the specific actions and data;

- f) not allow access to Personal Data by third parties unless you authorize such access in writing or it is required under this Data Processing Agreement;
- g) maintain confidentiality regarding Personal Data.

3.2. Our additional commitments. We also undertake to:

- a) process Personal Data in the form in which we store it from your Website (i.e., in the form you provide it to us);
- b) process Personal Data only for the purposes defined in the Agreement and this Data Processing Agreement, to the extent necessary to fulfill this purpose;
- c) not associate Personal Data that has been obtained for different purposes;
- d) retain Personal Data only for the period specified by you, particularly for the duration outlined in your personal data processing policy or a similar document;
- e) ensure that employees and other individuals authorized by us to process Personal Data do so only to the extent and for the purposes specified in this Data Processing Agreement and in compliance with the GDPR and other applicable legal regulations;
- f) at your request, to correct, update, delete or relocate the Personal Data according to your instructions within 3 business days of such request;
- g) exercise professional care in fulfilling our obligations under the Data Processing Agreement, follow your instructions, and act in accordance with your interests. If we become aware that you are in breach of your obligations under the GDPR or other legislation, we will notify you without delay;
- h) provide you with all information necessary to demonstrate that the obligations set out in this Data Processing Agreement, the GDPR, and other legislation relating to Personal Data have been fulfilled, and we will allow you or a third party to conduct an audit to a reasonable extent. The audit must be notified at least 10 days in advance and must not unreasonably interfere with our operations. Audit costs that are not incurred due to a clear breach of our obligations shall be borne by you.

3.3. Your obligations. You are obliged to:

- a) ensure that the Website is configured in such a way that Personal Data cannot be processed without the user giving consent to the use of cookies and the processing of Personal Data – DataPlus is an automated tool, and if you allow Personal Data to be processed without the user’s consent, you are solely responsible for this;
- b) take all organisational measures to address objections, complaints, and suggestions from the Personal Data subjects;
- c) fulfill your obligations under the GDPR and other applicable regulations, particularly by ensuring compliance with the information obligation to the data subjects, obtaining consent for the processing of Personal Data from the affected subjects, if required, and being able to provide evidence of such consent, if necessary;
- d) ensure an adequate legal basis for the processing of each Personal Data;
- e) use appropriate security measures, such as encryption or other suitable and necessary means, depending on the specific actions and data.

3.4. Our mutual responsibilities. Both we and you undertake to comply with the obligations set out in the GDPR and other applicable legal regulations when processing Personal Data under this Processing Agreement.

3.5. Objection of the data subject. If the data subject's objection pursuant to Article 21(1) of the GDPR directed to us is found to be justified, we will rectify the situation immediately after you request us to do so by e-mail.

- 3.6. **Subprocessors.** We are entitled to involve another processor in the processing of Personal Data, including, but not limited to, storage and cloud solution providers, subcontractors from the Advisio team, operators of other software necessary and currently available on the market for the purposes of the Services that meet the standards set by the European Union, and other service providers essential to fulfil the purpose of this Data Processing Agreement and the Agreement, without your permission or consent.

4. **Duration of the Processing Agreement**

- 4.1. **Effectiveness.** This Data Processing Agreement is effective for the duration of the contractual relationship between us under the Agreement.
- 4.2. **Termination of the Processing Agreement.** In the event of any termination of the Data Processing Agreement or termination of the processing of Personal Data, we are obliged to dispose of the Personal Data within 30 days of the termination of the Data Processing Agreement, unless otherwise provided for in this Data Processing Agreement and the Agreement, in particular if there is another legal reason for their processing.

5. **Liability**

- 5.1. **Breach of duty.** In the event of a breach of our obligations under the Data Processing Agreement, GDPR or other generally binding legal regulations concerning the protection of Personal Data, we shall be liable for any damage caused by such a breach up to the amount of the Fee we have received from you for the provision of Services in the past 12 months. We are not liable for any unauthorized processing of Personal Data on your part.

6. **Final provisions**

- 6.1. **Cooperation and collaboration.** We undertake to provide each other with the necessary cooperation and documents to ensure the smooth and effective implementation of this Data Processing Agreement, in particular in the event of dealings with the Office for Personal Data Protection or other public authorities.
- 6.2. **International element.** In the event that the contractual relationship established by the Data Processing Agreement contains an international element, we agree that this Data Processing Agreement shall be governed by Czech law.
- 6.3. **Disputes.** In the event of any dispute arising out of or in connection with this Data Processing Agreement, we agree that such disputes shall be subject to the exclusive jurisdiction of the Czech courts having jurisdiction over the registered office of Advisio.
- 6.4. **Conclusion of a Data Processing Agreement** This Data Processing Agreement is concluded in writing and shall come into force upon its execution.