

Terms and conditions

Valid and effective from 1 October 2023

Terms and Conditions for Services and Products Provided by Effectix.com, s.r.o. (hereinafter referred to as the "Terms and Conditions").

1. GENERAL PROVISIONS

1.1. Effectix.com, s.r.o. with its registered office at Sokolovská 668/136d, 186 00, Prague 8, ID: 28512669, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, insert 147031 (hereinafter referred to as the "Provider") is a provider of internet and advertising services and other services listed on www.effectix.com.

1.2. The Client is an enterprising natural or legal person requesting any of the Provider's services (hereinafter referred to as the "Client"). These Terms and Conditions do not apply to the provision of services by the Provider to a consumer within the meaning of Section 419 of Act No. 89/2012 Coll., the Civil Code, as amended. The Client and the Provider are jointly referred to in these Terms and Conditions as the "Parties" or each separately as a "Party".

2. ORDERING OF SERVICES

2.1. The services will be provided according to the Service Agreement between the Provider and the Client as the recipient of the services (hereinafter referred to as the "Agreement"), which will be concluded between the Parties on the basis of a confirmed online order or on the basis of a separately concluded written agreement.

2.2. Where the Agreement is being concluded on the basis of an online order, the procedure is as follows:

2.2.1. The Provider will make an offer to provide services to the Client by creating an order in the Provider's internal online system (hereinafter referred to as the "Order") and will send this Order to the Client via e-mail message to the e-mail address communicated by the Client. The Order will contain, in particular, the identification data of the Provider, the identification data of the Client communicated to the Provider, in particular the first and last name, the name or business name of the Client, as well as the identification number (ID) of the Client and, where applicable, the tax identification number (VAT number) of the Client, the address of the registered office of the Client, the delivery address of the Client if different from the registered office address, the contact person, the telephone, the e-mail, and the specification of service, or the type of service, the date of provision of the service and the price of the service. The minimum amount of an Order is CZK 500 net of VAT.

2.2.2. The e-mail message containing the Order includes a link to the online interface of the Provider's system in which the Client accepts and signs the Order according to the instructions stated on the screen. By accepting and signing the Order by the Client, the Agreement is concluded between the Parties and the Order is binding on them.

2.3. When the Agreement is being concluded on the basis of a separate written agreement, the procedure is as follows:

2.3.1. The Agreement between the Client and the Provider may also be concluded on the basis of a separate written agreement of the Parties, in which case the Agreement is made at the moment of its signing by the last of the Parties. The written Agreement will contain all the arrangements that the Parties consider necessary for the valid conclusion and performance of the Agreement, in particular the identification of the Parties, the subject matter of the Agreement and, where applicable, the date of performance, the terms and conditions for the provision of the Provider's services, the price and payment terms, the obligations of the Parties, the duration and termination of the Agreement, and additional or other arrangements agreed by the Parties.

2.4. The Client's response or acceptance of the Provider's offer to conclude the Agreement with an amendment or deviation does not constitute acceptance of the offer to conclude the Agreement, unless both the Client and the Provider expressly consent to the conclusion of the Agreement with such amendment or deviation.

2.5. The commencement of the provision of services under the Agreement is subject to the fulfilment of the agreed payment or other conditions specified in the Agreement.

2.6. After the conclusion of the Agreement or at any time during the provision of services under the Agreement, the Provider will inform the Client what documents and information are required for the commencement or due provision of services under the Agreement. The Client is obliged to provide such documents and information no later than 3 working days before the agreed commencement of the provision of the service under the Agreement or within a reasonable period specified by the Provider. If the Client fails to provide documents and information within the agreed period, it is a delay of the Client, and the Provider has a right not to commence or to suspend the provision of services under the Agreement, and in that case the period for the commencement of the provision or for the provision of the service under the Agreement is extended by the period of delay of the Client.

2.7. The Provider also reserves the right not to commence or to suspend the provision of services under the Agreement if:

2.7.1. the documents or information provided by the Client do not comply with the requirements of the Provider or do not comply with the Agreement or these Terms and Conditions,

2.7.2. the Client's requirements are contrary to legal regulations, good morals or ethical rules and/or threaten public order,

2.7.3. the Client is late with any payment which the Client is obliged to make to the Provider under the Agreement, all that until the defective condition is rectified by the Client, whereby the period for the commencement of the provision or for the provision of the service under the Agreement is extended by the period for which the defective condition lasted.

3. PROVISION OF SERVICES

3.1. The Provider is entitled to use third parties (subcontractors) in the performance of the Agreement, but is responsible for the performance of the Agreement as if it had performed the Agreement itself.

3.2. The Provider is entitled to use tools based on artificial intelligence (AI) in the performance of the Agreement.

3.3. The Provider acts independently when providing services under the Agreement. In the event that an instruction from the Client is required for the provision of services, the Provider is entitled to request such an instruction from the Client and to specify a reasonable period for the Client to give the instruction. In such an event, the Provider is entitled to discontinue the provision of services under the Agreement until the instructions are provided. The Provider is obliged to follow appropriate instructions received from the Client when providing services under the Agreement. However, the Provider is entitled to reject inappropriate instructions without any penalties.

3.4. All copyright in the works created in the performance of the Agreement belongs to the Provider. The Provider gives the Client a non-exclusive, non-assignable license to use such works for the Client's internal purposes. If the price of the license is not stated separately in the Order or in the Agreement, it is part of the price for the provision of services under the Agreement.

3.5. The Client gives consent to the publication of the Client's first and last name, or name or business name, logo, sample outputs of the Provider's activities or URL in the Provider's references. If the Client requests exclusion from references, the Provider will do so.

3.6. The Client undertakes to observe the principles of safe computer use when working with the outputs and products of the Provider and its subcontractors.

3.7. The total liability of the Provider for damage or non-material damage incurred in connection with the provision of services under the Agreement is limited to an amount equivalent to twice the price of such services (net of VAT) under the Agreement. However, the Provider is not liable for any loss or misrepresentation of data, loss of profits, loss of business opportunity or any indirect or consequential damages.

3.8. The right to claim damages or non-material damages will be time-barred in one (1) year after the date on which this right could have been exercised for the first time.

3.9. Unless expressly agreed otherwise, the Provider will provide services exclusively to the Client. The Provider will not be liable for any damage suffered by third parties. If any claims are made against the Provider by a third party in connection with the provision of services under the Agreement, the Client is obliged to pay such a claim directly or compensate the Provider for all damages and other harm incurred by the Provider in connection with such claims.

3.10. The Client is entirely responsible for the content of all documents and information supplied by it and their compliance with legal regulations and good morals. In the event that the supplied documents or information are not in such compliance, the Client will be liable to

the Provider for all damage and non-material damage caused. The Client is also responsible for ensuring that the documents and information supplied are correct and complete.

3.11. The Client is obliged to provide the Provider with all assistance necessary for the proper and timely provision of the agreed services by the Provider.

4. PAYMENT TERMS AND CONDITIONS

4.1. The Provider is entitled to demand payment of a part of the price under the Agreement in advance or payment of the full price under the Agreement in advance, which the Provider will inform the Client about before concluding the Agreement. In such an event, the relevant amount must be credited to the Provider's account no later than five (5) working days before the commencement of the service provision. If the payment is not credited to the Provider's account in a due and timely manner, it is a delay on the part of the Client, and the Provider is not obliged to provide the service under the Agreement according to Article 2.7 of these Terms and Conditions.

4.2. In the event of advance payments relating to properly made payments, or payments according to the issued payment schedule (which is not a tax document pursuant to Section 31 of Act No. 235/2004 Coll., on Value Added Tax, as amended; hereinafter referred to as the "VAT Act"), which is part of the Agreement, tax documents (invoices) are issued within 14 calendar days from the date of receipt of payment. The date of supply of services and the date of taxable supply is the date of receipt of payment or the last day on which the provision of services ends under the Agreement, whichever is earlier. In accordance with Section 21 (8) of the VAT Act, in cases where the Agreement is agreed for a period longer than 12 months, the last day of the 12th calendar month is considered to be the date of supply of the service and the date of taxable supply. The invoice, a tax document, will be issued within 14 calendar days from the date of taxable supply.

4.3. A payment will be deemed to have been duly made if made in the amount specified in the relevant Agreement and under the variable symbol stated in the relevant Agreement or Order.

4.4. The price of services is net of VAT. VAT in the amount according to the applicable legal regulations will be added by the Provider to the price of services.

4.5. The term for payment of invoices is no less than 14 days. In the event of delay in their payment, the Provider is entitled to charge the Client interest of 0.05% of the amount due for each day of delay or fragment thereof.

4.6. Objections to issued invoices must be raised by the Client against the Provider within 7 days after delivery of the invoice in writing to the address of the registered office of the Provider or to the contact e-mail of the Provider (info@effectix.com), while the undisputed amounts remain due. Upon expiry of this period, the right to complain about incorrect invoicing ceases to exist.

5. TERMINATION OF THE AGREEMENT

5.1. The Client and the Provider are each entitled to terminate the Agreement in writing without giving any reason, with a notice period of three months. The notice period begins on the first day of the following month after delivery of the written notice to the other Party.

5.2. In the event of the Client's delay in making any payment to the Provider under the Agreement, in supplying the necessary documents or information or providing other assistance in accordance with the Agreement or these Terms and Conditions by the Client (in particular pursuant to Article 2.6 and 3.11 of these Terms and Conditions), if any other situation arises under Article 2.6 of these Terms and Conditions or if the Client otherwise breaches its obligations under the Agreement or these Terms and Conditions in a serious manner, the Provider will be entitled to terminate the Agreement with a notice period of 7 days if the Client does not remedy the situation that is the reason for termination of the Agreement even within 10 days from the date of receipt of the Provider's written call to do so. The notice period begins on the day following the receipt of the written notice to the other Party.

5.3. Furthermore, either Party is entitled to terminate the Agreement with a notice period of 7 days in the event of bankruptcy or impending bankruptcy of the other Party, in the event of the commencement of insolvency proceedings pursuant to Act No. 182/2006 Coll., the Insolvency Act, as amended, against the other Party, or in the event of adoption of a decision on dissolution of the other Party or its entry into liquidation. The notice period begins on the day following the delivery of the written notice to the other Party.

5.4. Termination of the Agreement does not affect the Provider's right to payment for services provided during the term of the Agreement. If the Agreement has been terminated by the Client or for reasons on the part of the Client without the Provider being entitled to payment of the price of certain services under the Agreement, the Provider is nevertheless entitled to demand from the Client at least reimbursement of the costs incurred in providing or preparing for the provision of such services.

5.5. Termination of the Agreement does not affect the validity of those provisions of the Agreement which, due to their nature, are to be binding on the Parties even after the termination of the Agreement.

6. COMPLAINTS

6.1. In the event of a defective provision of services due to failure on the part of the Provider, the Client is entitled to demand primarily removal of the defect or a reasonable discount within the complaint procedure. The Client is not entitled to a reasonable discount if the Client itself caused the defect in the service in whole or in part, for example by communicating incorrect information or by not providing necessary assistance.

6.2. The Client must file a complaint in writing against the Provider, either to the address of the Provider's registered office or to the Provider's contact e-mail (info@effectix.com). Complaints must be filed within 3 days of the date on which the defect was or could have been discovered by the Client if acting with due care, but no later than 6 months after the provision of the service. Upon expiry of any of these periods, the Client's right to complain about the defect in the services in question cease to exist.

6.3. The Provider reserves a period of 30 days for a decision on the complaint.

6.4. In particular, the Client is obliged to provide the following information when making a complaint: identification of the Client, name of the service, order number, agreed date of provision of the service, and detailed description of the claimed defect.

6.5. In the event of an outage in the provision of services under the Agreement, only such an outage in the provision of services that was caused by the Provider and lasted for more than 24 hours at the same time will be considered a service defect.

7. FINAL PROVISIONS

7.1. The Terms and Conditions supplement the terms and conditions for individual products, which are specified in the “Definition of offered services” at <https://www.effectix.com/en/terms-and-conditions/> or other Internet address of the Provider.

7.2. The Parties undertake to protect all facts and information relating to the other Party communicated to them or otherwise learned of in the course of mutual cooperation (confidential information). In particular, the Parties undertake not to disclose or not to allow disclosure of confidential information to any third party and not to use confidential information for themselves or a third party except in connection with the performance of the Agreement. This does not apply in the case of disclosure of confidential information to the extent necessary in the performance of a duty imposed by law or by a public authority, and in cases where confidential information is disclosed to the extent necessary to legal, tax and other professional advisers or subcontractors, provided that such persons are bound to maintain confidentiality to the same extent and, at the same time, provided that it is necessary for the performance of the Agreement or for the protection of the interests of the Party. The Provider is entitled, at its discretion, to require the Client to enter into a separate confidentiality agreement, which it will be informed of prior to entering into the Agreement.

7.3. These Terms and Conditions are drawn up in English language.

7.4. The Client agrees that statistical data relating to individual elements of its internet marketing may be used by the Provider for further anonymous processing. This includes data from Google Analytics account, PPC systems, etc.

7.5. Any amendment to the Agreement or an agreement that deviates from these Terms and Conditions may only be negotiated in writing. The form of an e-mail message is also considered to be a written form for this purpose.

7.6. These Terms and Conditions form an integral part of the Agreement concluded between the Client and the Provider. In the event of discrepancies between the content of the Agreement and the Terms and Conditions, the Agreement will always prevail.

7.7. All links in the form of click-throughs in the text of these Terms and Conditions are an integral part of these Terms and Conditions.

7.8. The contractual relationship between the Provider and the Client is governed by the law of the Czech Republic. If special contractual arrangements or special terms and conditions are set for services under the Agreement, the text of these Terms and Conditions shall apply subsidiarily.

7.9. The Provider is entitled to change these Terms and Conditions at any time. It is obliged to notify the Client of any such change no later than 15 days before the effective date thereof, in writing or by means of an e-mail message sent to the Client to the e-mail address specified in the Agreement or Order or later communicated to the Provider during the term of the

Agreement. If the Client does not accept a change of these Terms and Conditions, it is entitled to terminate the Agreement in writing with a notice period of 30 days. The notice must be delivered to the Provider no later than the day preceding the effective date of the change in the Terms and Conditions, and the notice period begins on the day following the delivery of the written notice to the Provider. Until expiry of the notice period, these Terms and Conditions will apply in the unchanged wording.

7.10. These Terms and Conditions are effective from 1 October 2023 and supersede the previous Terms and Conditions.