JOBka General Terms and Conditions

1. Initial Provisions

1.1. These General Terms and Conditions (hereinafter the GTCs) relate to the operation and use of the JOBka system (hereinafter also as the System) and all the products, the www.JOBka.cz website (hereinafter the Website), information and services thereto relating. The owner, author and provider of the System, including all its content, is JOBka services s.r.o., ID no.: 083 84 681, registered office at sady Pětatřicátníků 173/31 – Jižní předměstí, 301 00 Plzeň, incorporated in the Companies Register kept by the Regioanl Court in Pilsen, file no. C 38127 (hereinafter the Provider). The GTCs define the contractual relationship between the Provider and the user of the System (hereinafter the User). No third parties are entitled to benefit in any way from the contractual relationship between the Provider and the User.

1.2. By using JOBka the User agrees with these General Terms and Conditions. The current version of the GTCs is always available on the Website and the GTCs become binding on the User as of their publication date which is always stated in the GTCs.

1.3. The Provider reserves the right to unilaterally change or supplement the GTCs at any time. The new version of the GTCs will be made available on the Website. Information on the change of the GTCs will also be sent to the User's e-mail address. If the User does not agree with a change in the GTCs, he or she may refuse the GTCs and terminate the contractual relationship by notice with a notice period of one month from the delivery of the termination notice. In such event the User is entitled to the refund of a proportionate part of the subscription paid. If the User does not terminate the contractual relationship in the aforementioned manner, it is assumed that the User has accepted the changes in the GTCs.

2. JOBka system

2.1. JOBka enables the User to configure a mobile application (hereinafter the Application) and publish it for third parties. The details on the features of the System are given on the Website.

2.2. JOBka is offered in several versions with various options and features. The description of the individual versions and their features is available on the Website.

2.3. The User may use the JOBka by remotely accessing the Provider's server where the System is located, including the data entered into the system. The User accesses the System via a web browser on his or her PC or mobile phone.

2.4. In addition to the offered versions, it is possible to negotiate with the Provider above-standard System options and features on individually agreed terms.

3. Formation of Contract

3.1. The contract on the use of the System under these GTCs (hereinafter the Contract) is entered into by electronic means. The User and The Provider fill in the Contract and complete the registration with signature and stamp. The signing of the Contract is the approval of the GTCs, which constitute a part of the Contract and which determine the mutual rights and obligations between the Provider and the User.

3.2. The User shall send the Contract on e-mail address of a Provider. The delivered and signed Contract shall be regarded as the acceptance of the Contract formation proposal. After the payment of the subscription under Article 4 of GTCs the User's user account shall be activated. The User will be informed on the activation of the account by a confirmation on the accessibility of the System delivered to User's e-mail address.

3.3. In connection with the entry into the Contract the Provider reserves the right to contact the User before activating access and verify the information stated by the User during the registration process. The Provider may refuse to enter into the Contract and may do so without stating a reason.

3.4. On the basis of the signed Contract the Provider undertakes under the terms and conditions laid down herein and upon the due payment of the subscription to give the User access to the selected version of the System and grant the User the authorization—license to use the System as specified in more detail in Article 7 hereof.

3.5. The user acknowledges and agrees that with view to the formation of the Contract by means of remote communication all announcements, demands, invoices, Contract termination notices as well as other written communications relating to the relationship arising from the Contract will be delivered by electronic mail to the e-mail address of the other party and that the e-mails do not have to be electronically signed. The User's delivery e-mail address means the e-mail address stated by the User during the registration process.

4. Subscription and Payment Terms

4.1. After the formation of the Contract the User is obligated to pay within 30 days the subscription for the use of the System as per the selected option on the basis of an invoice which will be delivered to the User by e-mail. Upon the payment of the relevant amount the User is granted access to the System.

4.2. If the User does not pay the subscription on the basis of the issued invoice, it is assumed that this Contract ceased to exist.

4.3. The User shall select the subscription for the use of the System for the particular version, either as monthly or annual payments as specified on the Website.

4.4. Before the end of the period for which the use of the System is subscribed, the User will receive a notice on the option to subscribe the use of the System for additional period. Upon the payment of the subscription for the next period the User's access to the System shall be extended. In the opposite case the Contract will be terminated with effects specified in Article 9 hereof.

5. Provider's Rights and Obligations

5.1. The Provider undertakes not to perform any operations whatsoever with the data which the User enters into the System and which form the content of the Application, except for their storage on the server. This shall apply with the exception of the violation by the User of his or her rights and obligations under Article 6 hereof.

5.2. In order to secure the data of the User against their unauthorized or random accessibility the Provider applies appropriate and suitable technical and organizational measures which are continually updated. The technical measures involve the application of technologies preventing unauthorized access of third parties to the data of the User.

5.3. To ensure due performance of the obligations under this Contract and these GTCs the Provider shall give the User support via the form available on the Website.

5.4. The Provider reserves the right to continually develop and update the System. Updating shall be carried out primarily with the aim to improve the stability of the System as a response to the development in the IT sector or to extend its functions. Changes in the System, its graphical and control elements and other System changes, if any, are not defects of the System and the User is not entitled to have access to the previous versions of the System or any other customization without a prior agreement with the Provider.

5.5. The Provider reserves the right to terminate the development of the System. In such case the User is entitled to the refund of a proportionate part of the subscription already paid.

5.6. The Provider reserves the right to carry out maintenance and adjustments of the System during the term of the Contract. In connection with this the Provider may de-commission the System or significantly limit is operation for as long as may be necessary.

5.7. The Provider undertakes to ensure for the User the preservation of the System functions as per the selected version. This obligation is fulfilled if the stoppages or failures caused by the Provider do not exceed 72 hours in total per one calendar month.

5.8. In its information and advertisement materials and reference sheets the Provider may publish the fact that the User used or uses its products or services. In such case, however, the use of the reference must not damage the good name of the User.

5.9. The Provider may send by e-mail or message in the System commercial communications containing information on the novelties in the System. The Provider may send these commercial communications to the e-mail address of the User who gives consent to this by sending the registry form. The User may always request at any time the termination of the delivery of the commercial communications and may do so for free and without any conditions or penalties.

5.10. The Provider stresses that it does not participate in any way in the creation of the content which the User will make accessible to third parties via the System in the Application. The Provider is not either obligated to perform supervision over this content.

6. User's Rights and Obligations

6.1. When using the System the User is obligated and agrees to comply with legal regulations and refrain from unauthorized infringement into the rights of the Provider or the rights of third parties, in particular from entering defective content into the Application through the System.

6.2. The User further undertakes not to distribute via the System any materials or opinions that are vulgar, threatening, defamatory, racist, rude, sexist, offensive, unethical, harmful to health, pornographic or otherwise illegal.

6.3. The User shall use the System in the usual manner ensuing from the purpose for which it is intended. The User undertakes not to use the System in a manner which would overload the System or the server on which the System is located or take steps to obtain illegal access to the data of the System or to influence the operation of the System.

6.4. The User is aware that if he or she uses the System in a way other than as follows from these GTCs, such use shall classify as breach of the GTCs. In such event the Provider reserves the right to restrict, suspend or terminate the provision to the User of access to the System by terminating the Contract pursuant to clause 8.4 of the GTCs.

6.5. If the Provider is addressed by the third party in connection with unlawful content published by the User in the Application via the System, the User must immediately give the necessary explanations

and information on the matter. In the event of third-party claims arising in connection with the placement of defective content in the Application the User is obligated and agrees to settle these claims at his or her own costs, including potential claims asserted in this context by third parties vis-à-vis the Provider.

6.6. The User declares that all the information which he or she provided during the use of the JOBka is true, accurate, up-to-date and complete and undertakes to maintain and quickly update his or her data so that they are always true, accurate, up-to-date and complete. The User alone is responsible for the control of the access to his or her account, including the login data and password, and is liable for all activities occurring in connection with or through his or her account.

6.7. The User is aware and acknowledges that all activities which the User performs via the System and the Application in relation to third parties, including payment for and delivery of goods or services, agreed conditions, warranties and other activities occur exclusively within the relationship between the User and third parties.

6.8. The User is aware that cookies are used to facilitate the use of the System, logging to the User account and the assessment of the website attendance rate. The User hereby gives his or her consent for the cookies to be saved on his or her computer or the electronic device on which the User displays the System. The User is aware that forbidding cookies will disable the use of the System.

7. License

7.1. The Provider as the author of the System grants the User in connection with the formation of the Contract a non-exclusive license for the use of the JOBka system and the Application.

7.2. The granted non-exclusive license is valid for the entire term of the Contract. The license for the use of the System and the Application is agreed as a license for consideration and the license for the use of the System and the Application is made conditional upon the payment of the subscription as per the price list and the purchase order for the specific version of the System.

7.3. The User may not sublicense or assign the rights to the System or make the System accessible to third persons in any manner other than as follows from the purpose of the System and these GTCs.

7.4. The User is aware that the Provider as the owner and author of the System and the Application holds all the rights ensuing from Act no. 121/2000 Coll., Copyright Act.

8. Liability

8.1. The Provider is obligated to make back-ups of the data which were entered by the User into the System and which constitute the content of the Application.

8.2. If the User suffers any property or non-material damage due to the limited functioning or non-functioning or non-availability of the System, the Provider shall only be liable for the damage caused by its intentional wrongful breach of a statutory or contractual obligation at the maximum up to amount paid by the User for the use of the System as of the moment when the damage was suffered.

8.3. In connection with the previous clause 8.2 of the GTCs the Provider shall not be liable for a defect or non-availability of the System or any damage so arising if caused by the User, third parties or force majeure or any other obstacle which occurred independently of the will of the Provider and which precludes the rectification of the situation. In such event the User does not have any rights from liability for damage or right to compensation of property damage or non-material damage or any other performances from the Provider.

8.4. If the Provider learns about any breach by the User of its obligations ensuing from these GTCs, the Provider may disable access to and remove the unlawful content of the Application or terminate the Contract without a notice period and remove all of the User's data stored in the System and the Application. The removal of the unlawful content in such case does not classify as a defect of the System or breach of the contractual obligations by the Provider even if it turns out later on the basis of a decision of a court or some other authority that the content of the Application was not unlawful. In the event of a justified removal of data the User is not entitled to the refund of the performance already paid for the use of the System or its proportionate part.

9. Duration and Termination of Contract

9.1. The contract for the use of the JOBka system is entered into for an indefinite period of time with a notice period of three months.

9.2. The Provider may terminate this Contract with a notice period of three months for a material breach of the contractual obligations by the User. Regarded as material breach of the contractual obligations by the User is in particular the breach of any of the obligations laid down in Article 6 hereof.

9.3. The notice period under the previous clause 9.2 of GTCs commences on the day of the delivery of the termination notice to the e-mail address of the other Party. In the e-mail with the notice the terminating Party shall also state the reasons for the termination.

9.4. If the Contract is terminated by the notice of the Provider pursuant to clause 9.2 of the GTCs, the User is not entitled to the refund of the subscription already paid. The User is only entitled to the refund of a paid amount only in the case of repeated serious breach by the Provider of its obligations under clause 9.2. This entitlement, however, is subject to review by the Provider, who reserves the right to refuse the refund.

9.5. Upon the termination of the Contract and the opportunity to use the System, regardless of the reason, the Application will be removed and made inaccessible to the User as well as third parties.

10. Personal Data Protection

10.1. Where the Provider acts in connection with the performance of the Contract as the controller of the User’s personal data, the Provider shall only use these personal data for the purpose of performing its contractual obligations and communicating with the User, for the entire term of the Contract. The Provider shall process the User’s personal data to the extent of: first name and surname, permanent residence address, ID no., VAT no., phone number, e-mail address and IP address. The processing of the personal data involves their collection, storage on information media, use and liquidation in electronic form by automated means. The User gives consent for the potential processing of his or her personal data.

10.2. The User is aware that if he or she enters personal data of third persons into the Application via the System, this activity shall be governed by Act no. 101/2000 Coll., on Personal Data Protection and EU Regulation no. 2016/679 – GDPR and the rights and obligations ensuing from these regulations.

11. Joint and Final Provisions

11.1. Applicable to the legal regulations arising between the Provider and the User shall be the laws of the Czech Republic, particularly Act no. 89/2012 Coll., Civil Code. This shall be without prejudice to the consumer rights arising from generally binding legal regulations.

11.2. Should any of the provisions hereof be invalid or ineffective for any reasons, this fact shall not render invalid or ineffective the other parts of the GTCs of the Contract entered into between the Provider and the User.

11.3. All disputes arising from the Contract or these GTCs, if any, which are not settled by mutual negotiations between the Provider and the User shall be resolved in the Czech Republic before the court with substantive and local jurisdiction.

These General Terms and Conditions defining the use of the JOBka system were published on 1 February 2019.