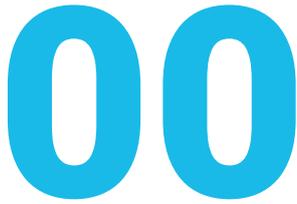




Terms and conditions

Valid from 25th May 2018



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Contractual terms and conditions

1. Parties to the Contract

- 1.1. ONEsolution s.r.o. seated in Cejl 58, Brno 602 00, IČ (Company Identification Number): 27710335, DIČ (Tax Identification Number): CZ27710335, registered in Commercial Register at Regional Court in Brno, Section C, entry 53686 (hereinafter referred to as "Provider").
- 1.2. A person (a natural person, who is aged 16 years when the contract is concluded, or is legal) who has ordered services from the Provider and who has not been deprived of legal council (hereinafter referred to as the „User“).

2. Subject Matter

- 2.1. The Subject Matter of this Contract is the establishment of relations with respect to the provision of on-line Services in the Internet network (hereinafter referred to as "Services") between the Provider and the User. For this purpose, the Provider issues these Commercial Terms and Conditions (hereinafter referred to as „CTC“) in accordance with Section 1751 of Act N. 89/2012 Coll.

3. Rights and obligations of the provider

- 3.1. Based on the ordered Services, the Provider guarantees continuous operation of server and placement of web presentation in the shortest interval possible following the reception of payment from the User, on condition no circumstances caused by third parties prevent it.
- 3.2. The Provider guarantees technical support for the User (depending on the selected tariff) and ensures control over its technical devices.
- 3.3. The Provider cannot be held liable for malfunction of Services caused by the User's unskilled intervention.
- 3.4. While the Services are provided, occasional power failures, limitations or decreases in quality may occur. The Provider cannot be held liable for any damages caused by malfunction of server, damages to data or its loss, or damages caused by third parties. However, the Provider is obliged to eliminate these occasions using all possible means available to him.
- 3.5. The Provider has a right to carry out a planned outage of servers in order to do maintenance, and software and hardware upgrade, in the extent of 90 minutes per month at maximum. Depending on the circumstances, the Provider shall carry out these outages in periods of reduced server load (night time, weekends and state holidays). The

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time of planned outages which has not been used up is cumulated for the purpose of more extensive maintenance tasks. The Provider is bound to announce a planned outage 24 hours in advance on the web pages of the corresponding service.

- 3.6. The Provider is entitled to change the credentials without the User's prior consent in the event of an urgent action or if the circumstances command it in order to maintain an untroubled provision of Services.
- 3.7. Provider reserves the right to change the Terms & Conditions and service prices. It is obliged to notify the user of the changes in writing, via e-mail, or postings on the provider's website, at least one calendar month before changes are applied to the services provided. In case of disagreement with the changes, the user is allowed to refuse the changes and terminate the contract by giving a 1 month notice. A written amendment is required to make changes to a previously concluded written contract. This does not affect changes to the Terms & Conditions.
- 3.8. Based on the ordered Services, the Provider guarantees the User an access to disk space to place the User's web presentations (FTP), e-mail inboxes and databases.
- 3.9. Incorrectly written or dysfunctional scripts/files, which excessively load the server and its system resources, can be removed without prior notification.
- 3.10. If the User repeatedly exceeds the maximum amount of transferred data per month, as specified in tariff (hereinafter referred to as 'Traffic'), his tariff will be automatically changed to a higher one and the price difference invoiced. The maximum amount of the transferred data per month for the User who abuses the unlimited Traffic to intentionally overload the server or the connectivity of the Provider, or overloads the system resources of the Provider at the expense of other Users, can be limited.
- 3.11. All attempts to intentionally damage or obstruct operation of Services provided by the Provider, or any other peripherals affecting the operation of the Provider's Services, is strictly forbidden. At any indication of such activity from the User, the Provider is entitled to immediately terminate provision of Services to this User without any compensation.
- 3.12. The guaranteed Services availability does not apply to planned outages in accordance with Article 3.5. hereof. The Provider carries out server availability measuring; however, what is determining is the independent statistics of server availability measuring carried out by the provider of telehousing services. In case the guaranteed monthly server availability fails to be fulfilled, the User is entitled to extension of the Services by a month free of charge. The Provider is bound to announce the outages of client servers on his Internet pages.
- 3.13. The Provider has the right without prior notification to deny access to or remove such data that in some way violates the points of Article

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- 4.11. hereof. The Provider is also authorized to terminate the Contract with the User who has in this way intentionally infringed the Commercial Terms and Conditions without any compensation.
- 3.14. The Provider is not liable for any loss of profit and damages resulting from using the provided Services. In the case of a harmful event, the contractual party is entitled to compensation in the degree of a proved damage sustained. The contractual parties have agreed that the maximum compensation for any damage caused by the Provider to the User shall amount to the quintuple of the monthly payment for the ordered Services.
- 3.15. If the User changes his domain DNS to a different one than the Provider's, the Provider is then no longer under any obligation to provide Services to such a User.
- 3.16. The Provider undertakes to carry out all possible requisites leading to minimization of power failures and restoration of server operation in the case of a power failure.
- 3.17. Based on the ordered Services, the Provider guarantees operation (registration, extension, re-registration, etc.) and technical administration of 2nd and lower level domains in the shortest interval possible following the reception of payment from the User. The Provider cannot be held liable if the registration, re-registration or extension of the domain name is obstructed in the time of waiting for the payment from the User to come through, during the registration process or during domain extension, or if the circumstances caused by the third parties resulted in such an obstruction.
- 3.18. By ordering a domain name (registration, renewal, re-registration, etc.). The user agrees to the terms of the TLD (Top Level Domain) Administrator and agrees to choose a domain name that does not conflict with the laws of the Czech Republic, violates a trademark or other proprietary right to that name. Terms and conditions specific to a TLD Administrator will be provided upon request, the operator shall not be held liable for any disputes arising from the use of domain names in violation of such terms and conditions. User acknowledges that if the registration or use of a domain breaches any of the foregoing rights then this may result in a suspension or cancellation of the disputed domain name without damages or a refund of costs incurred to acquire the domain. Some TLD administrators may also require the user to provide documents that confirm the identity and legitimacy of the registration as required for the domain name. In such cases, the user will be prompted by the provider to submit these documents during the registration process or at any time during the use of the domain. Terms and conditions of ccTLD .cz domains are further covered in article 4.6.; ccTLD .eu domains are covered in article 4.7.
- 3.19. The User account for accessing Service administration on portal www.oneadmin.cz (hereinafter referred to as 'Administrator Account') has an unlimited authorization to administer all Services related to

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this a count. In case the password to Administrator Account has been forgotten, the Provider will reset the password and send the newly generated password to the User exclusively through one of these channels:

- a) to an e-mail address from the invoice contact (or to an "e-mail address for credentials") based on a request for password reset on portal www.oneadmin.cz,
- b) by post to an address from invoice contact,
- c) by SMS to a phone number from invoice contact,
- d) at Provider's headquarters against a valid ID card.

4. Rights and obligations of the user

- 4.1. The User is liable for orders made with the Provider, in any form. The User confirms that the information stated in the order is correct and that the User did not conceal any fact that would hinder conclusion of the Contract. The User is obliged to keep his contact data up-to-date while the Contract is in force. The Provider may require any additional information in order to ascertain and confirm the User's identity, as well as the User's legal capacity.
- 4.2. The User is liable for any damages resulting from unauthorized, either intentional or unintentional, use of Services that was caused either to the Provider or to third parties.
- 4.3. The User covenants that the data stored on the server will not violate the Czech Judicial Code. The User holds sole responsibility for the data stored on the server under his User account while the Services are provided. The Provider is authorized without the User's knowledge to remove or make inaccessible such files whose content is contrary to the valid laws.
- 4.4. The User is obliged to protect the assigned credentials against abuse by third parties. The Provider assumes no liability for abuse of credentials by third parties caused by negligence or loss brought about by the User.
- 4.5. The User takes notice of the fact that the web presentation he operates on the Provider's server is in its nature intended for transfer of data to NIX or CBIX networks. The Provider can retrospectively accounts for the fee for monthly Traffic to the User whose data transfer outside the CR (hereinafter referred to as 'Transit') within his web presentation significantly exceeds Traffic within the CR, or exceeds manifold the average Transit common for provided Services in accord with the tariff. If the User anticipates a higher level of Traffic or Transit, he is obliged to inform the Provider, who will propose adequate individual conditions for providing on-line Services.

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4.6. Should the domain under ccTLD .cz (registration, extension, transfer, etc.) be part of the order, then the Provider in relation to the User also acts as a Registrar of domains under ccTLD .cz (hereinafter referred to as "Registrar"). The relation between the User and the Registrar is governed by the following points:

- a) Should the Registrar seriously violate the parts of CTC regarding the domain operation, the User is entitled to terminate the Contract;
- b) The User is entitled, anytime during the domain administration, to change the Registrar, i.e. transfer the domain under a different administrator;
- c) The User is required to become familiar with the Domain Name Registration Rules found at ccTLD.cz (hereinafter referred to as the „Rules“), which includes, among other things, the provisions on out-of-court dispute resolution and the CZ.NIC Personal Data Processing Principles. The current version of the Rules is located at the URL of the national domain administrator, the CZ.NIC association (<https://www.nic.cz/page/314/rules-and-policies/>). Valid consent with the Rules is considered to be:
 - an order of a domain name, or services associated with an order of a domain name, has been made,
 - the invoice for order of a domain name (registration, extension, reregistration, etc.), or services associated with an order of a domain name, has been settled,
 - a utilization of a domain name by the User has commenced, as well as when any other act of the User towards the Registrar, if such an act concerns the change of records of a domain name kept in the Central Register of Domains has been performed.

The User is obliged to assent to the Rules in accordance with the valid provision in the said document, also repeatedly, should the Rules change.

- d) Should the User order a registration of a domain name for a different user than himself, the User is obliged to ensure the assent of this user (telegraphically or electronically) to CTC, Rules and Settlement of Disputes Rules, see Article 4.6., Item c) hereof. The Registrar is entitled to request this assent from the User, even additionally, and the User is obliged at the Registrar's request to present it without delay.
- e) The User gives consent and empowers the Registrar to make public the data necessary for registration of the CZ.NIC domain, as well as in the publicly accessible database of the Central Register of Domains (WHOIS database).

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- 4.7. Should the domain under ccTLD .eu (registration, extension, re-registration, etc.) be part of the order, then the Provider in relation to the User also acts as a Registrar of domains under ccTLD .eu (hereinafter referred to as "Registrar"). The relation between the User and the Registrar is governed by the following points:
- a) the User agrees that he complies with the requirements of Clause 3 of Statute No. 874/2004 and that to his best knowledge his application for registration of a domain name was an act in good faith and does not infringe on any rights of a third party as stipulated in Clause 3 of Statute No. 874/2004. On request the User is obliged to instantly supply the Provider with any documents which prove that the User fulfils the conditions of Clause 3 of Statute No. 874/2004,
 - b) the User is entitled, anytime during the domain administration, to change the Registrar, i.e. transfer the domain under a different administrator,
 - c) the User is obliged to acquaint himself with the Rules on Registration of Domain Names under ccTLD .eu (hereinafter referred to as "Rules"). To read the updated versions of the Rules and the Settlement of Disputes Rules go to EURid address (<https://eurid.eu/en/register-a-eu-domain/rules-for-eu-domains/>). Consent to the rules is deemed valid when:
 - an order of a domain name, or services associated with an order of a domain name, has been made,
 - the invoice for order of a domain name (registration, extension, reregistration, etc.), or services associated with an order of a domain name, has been settled,
 - a utilization of a domain name by the User has commenced, as well as when any other act of the User towards the Registrar, if such an act concerns the change of records of a domain name kept in the Central Register of Domains has been performed.
 - d) the User agrees that he complies with all the requirements stipulated in Regulations, among others with the requirements of EU Statute No. 733/2002 and ES Statute No. 874/2004, which specify the general conditions of capacity for domain names. Failure to comply with these requirements can result in termination of the domain registration with immediate effect,
 - e) should the User order a registration of a domain name for a different user than himself, the User is obliged to ensure the assent of this user (telegraphically or electronically) to CTC and Rules, see Article 4.7., Item c) hereof. The Registrar is entitled to request this assent from the User, even additionally, and the User is obliged at the Registrar's request to present it without delay,

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- f) the User gives consent and empowers the Registrar to make public the data necessary for registration of the EURid domain, as well as in the publically accessible database of the Central Register of Domains (WHOIS database),
 - g) natural persons who apply for a .eu domain name have the right to use a specific e-mail address, which will be published in WHOIS, as an alternative to using their personal e-mail address.
- 4.8. If part of the order is a domain in another ccTLD / gTLD (registration, renewal, reregistration, etc.) than the above mentioned, the provider acts as the user's Sub registrar for domains in the ccTLD / gTLD (hereinafter referred to as „Sub registrar“). The following points govern the relationship between the user and Sub registrar:
- a) The User must be familiar with the registration rules for domain names in ccTLD / gTLD (hereinafter referred to as „rules“). The current version of the rules is listed on the ccTLD / gTLD administration website. Valid agreement with the rules is considered when:
 - placing an order for domain names or services that are linked to the order of domain names,
 - paid for domain name orders (registration, renewal, re-registration, etc.) or services that are linked to the order of domain names,
 - commencing the use of the domain name by the User,
 - in case of any other action by the User in respect to the Sub registrars relating to changing of a domain name listed in the central registry of domains.
 - b) the User acknowledges that for special cases when (while registering a domain in ccTLD / gTLD) the Sub registrar must use a substitute contact for the owner of the domain from the country of origin of the domain (the user does not have his own contact by which the registration was made possible), the User becomes a lessee of the domain and not the true owner. In this case, the Sub registrar cannot ensure rights to the user that are commonly associated with ownership of the domain,
 - c) the User gives consent to the Sub registrar for disclosure of data used for registration of domains to the registrar and domain administrators in ccTLD / gTLD, as well as in the publicly available database of the central register of domains (WHOIS database).
- 4.9. The change of the domain holder may be authorized in the following ways:
- a) a request bearing the officially authenticated signatures of the

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original and future holder,

- b) confirmation at the e-mail address and/or phone number of the original and future holder,
- c) in another way that ensures the similar or higher level of authentication as the methods above.

The provider determines the method of authorization of the domain holder change. The holder change procedure may vary according to the domain type (TLD) of the domain.

- 4.10. Should the SSL/TLS certificate be part of the order, User must be familiar and agree with the terms of the certification authority, namely GMO GlobalSign K.K. (GlobalSign) , Internet Security Research Group (Let's Encrypt), or other selected authority.

Current versions of the rules are located directly on the CA's websites:

- GlobalSign <https://www.globalsign.com/en/repository/>
- Let's Encrypt <https://letsencrypt.org/repository/>

- 4.11. On Provider's servers it is strictly forbidden:

- a) to save, offer or spread content which violates the Czech Judicial Code and the valid international treaties, or which discredits the Provider's good reputation,
- b) to operate game servers, warez servers, chat servers, download servers, stream servers, file servers, banner servers, servers offering illegal software, and servers excessively loading the database server,
- c) to send collective e-mail messages, to spoof e-mail address,
- d) to operate servers with erotic content (except for tariffs intended for this purpose),
- e) to operate servers, which may, though partly, relate to the aforementioned items (assessment depending on the Provider).

- 4.12. It is forbidden to direct/redirect the User's domain to the Provider's servers unless an appropriate tariff has been selected for this domain on the Provider's servers, or unless the Provider has given an official approval with this action.

- 4.13. Some web hosting tariffs may contain a „Flexible Data Area“ (hereinafter Flexi). Flexi is properly backed up and mirrored to the other disks (RAID). Flexi allows to increase disk space for free and is governed by the following rules of fair use:

- a) increase of the capacity of disk space corresponds to the continuous increase in data demand of the website,
- b) the increase of the capacity of disk space can be applied once per year up to maximum of 1GB,

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- c) space increase applies only to disk space for Web services (FTP) and e-mail services,
- d) the relevance of the request and increase of the capacity of disk space is decided by the Provider.

5. Terms of Payment

- 5.1. The User is obliged to pay all fees for the Services provided by the Provider.
- 5.2. The User is bound to send the payment to the Provider under his assigned variable symbol. All fees related to the effectuation of the payments are settled by the User, e.g. fees for effectuation of payment abroad, etc.
- 5.3. The Provider returns the bank payments, reduced by bank fees, for these reasons:
 - a) Repudiation of contract pursuant to Article 5.11.;
 - b) Erroneous payment made by the User on condition the amount to be returned exceeds CZK 100. Otherwise, this amount will be used to cover the administration fees related to the erroneous payment made.
- 5.4. On reception of payment from the User on the Provider's account, the Provider is obligated to issue an invoice for the Services provided.
- 5.5. All prices are given 'excl. VAT'(unless otherwise stated). However, the sum for the Services provided will be invoiced with VAT included, amount of which abides by the valid legislation.
- 5.6. If the User (applicable only to subjects outside Czech Republic) is entitled to zero VAT according to Czech VAT Act N. 235/2004 Coll., the User is obliged to inform the Provider about this fact and present the appropriate documents. After this procedure the VAT rate of the invoice will be set to zero.
- 5.7. The payer from the European Union member state has the option to make payment to the Provider's bank account in EUR currency. Valid list of bank accounts is displayed on the invoice and at the website <https://www.onehelp.cz/onebit/kb/en/bank-accounts>. The exchange rate is determined by ČSOB bank (Československá obchodní banka, a.s.) as of the invoice issue date.
- 5.8. The Provider will issue invoices in PDF format using the electronic system. Under Section 26, Article 4 of Act N. 235/2004 Coll., as amended, the printed version of such an invoice is deemed a fully-fledged original of the tax document. If requested, the Provider will send the invoice by post to the address from the invoice contact. The handling fee is based on the valid tariff charts. All tax documents issued by the Provider to the client will also be available in Service administration on portal www.

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oneadmin.cz as long as his User account is open.

- 5.9. The user has the right to withdraw from a service contract without reason within 30 days of a service being provisioned by submitting an authorised request. By withdrawing from a contract, the user is entitled to a refund of the amount paid for the service. If the user withdraws from the contract within the time specified, he/she will receive a credit note in electronic form. The user will need to print, sign and return the credit note by mail or electronically to the provider. The right to withdraw only applies to new ONEbit web hosting or ONEweb service orders, not to the extension of services. The withdrawal procedure is described in article 5.11.
- 5.10. The user, at any time during the use of service(s) may apply via an authorised request for their early termination. In such cases, users are entitled to a refund for any whole months remaining till the end of the subscription period. This relative amount may be reduced by any outstanding obligations to the operator.
- 5.11. If the user withdraws from a contract (article 5.9.), or applies for its early termination (article 5.10.); the user will be sent a credit note in electronic form. This must be printed out, signed and returned by mail to the provider. After receiving a credit note signed by the customer, the appropriate amount of money will be paid out. The resulting amount may be reduced by charges occurred for sending this amount to a bank account and / or the value of gifts received during a promotional by provider. This does not apply to fees for domain registration or renewal, where the user continues to own the domain after withdrawal or termination. User acknowledges that if the registration of a domain was made under concessional terms (eg. a special), an amount equivalent to the difference between the actual price (according to full price lists) and the discounted price (the price at which it was taken by domain) may be deducted.
- 5.12. The ADR - Alternative Dispute Resolution of consumer disputes arising from the purchase agreement is solved by the Czech Trade Inspection (ČOI), headquartered Štěpánská 567/15, 120 00 Praha 2, ID: 000 20 869, Internet address: <http://www.coi.cz>.

6. Final Provisions

- 6.1. Unless agreed otherwise, the Contract is valid for a period of time corresponding to the invoice period specified by the User (usually one year). Unless one of the parties to the Contract terminates the Contract in writing (or electronically) no later than 4 weeks before its expiration, the Contract is automatically deemed renewed for the period of time corresponding to the invoice period specified by the User, and the User is obligated to pay the fees related to providing Services for another Contract period. In case the payment is outstanding for more than 14 days when renewing the Contract by another period of time, the Provider is authorized to withhold the provided Services until the due

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amount has been paid. The date of crediting the Provider's account with the invoiced amount, or the date of reception of the amount in cash, is considered specified.

- 6.2. By ordering the Services, the User confirms that he has acquainted himself with the Provider's CTC, and he accepts them unconditionally.
- 6.3. The User is acquainted with the fact that the Services provided to him are intended exclusively for his needs and shall not be rendered to third parties without the Provider's explicit approval.
- 6.4. If the User detects any safety or technical failures while the Services are provided, he is obliged to inform the Provider immediately using the web form <https://www.onebit.cz/en/kontakty/>.
- 6.5. The User takes notice of the fact that e-mail messages sent by the Provider to the User's contact address are deemed delivered on their sending.
- 6.6. The rights and obligations resulting from CTC are assigned to the legal successors of the contractual parties. Assignment of rights and obligations of the User to a third person is valid only with a prior written consent of the Provider.
- 6.7. Breach of the Contract by the User can result in immediate termination of the provision of Services, and the User cannot claim refund of the proportional amount.
- 6.8. The User is aware that during the stipulated 30 days period for withdrawal from the order made, as described in Article 5.9. of these CTC, he is bound to abide by all provisions stated in the CTC.
- 6.9. Other specified and legal relations arising abide by the Civil Code of the Czech Republic, as amended.
- 6.10. The governing language of the CTC between the Provider and the User is Czech. If the CTC or any other document is multilingual, only the Czech version is valid. Translations to other languages serve only informative purpose.
- 6.11. In the event that any provision becomes invalid or unenforceable, it shall not affect the validity of the remaining provisions.
- 6.12. If the User is a natural person, the protection of his or her personal data is governed by the conditions set forth in the PERSONAL DATA PROTECTION CONDITIONS (beginning on page xx of this document), and when the Provider renders Service to a User, in which the Provider utilizes third- persons, such processing of personal data by the Provider is governed by the PERSONAL DATA PROCESSING AGREEMENT (beginning on page 26 of this document).
- 6.13. These CTC come into effect on 25th May 2018. From this date the preceding CTC are deemed expired.

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Terms and conditions for partners

1. Parties to the Contract

- 1.1. ONEsolution s.r.o. seated in Cejl 58, Brno 602 00, IČ (Company Identification Number): 27710335, DIČ (Tax Identification Number): CZ27710335, registered in Commercial Register at Regional Court in Brno, Section C, entry 53686 (hereinafter referred to as "Provider").
- 1.2. Person (natural or legal) who has registered into the partner system of portal ONEbit.cz and who has not been discharged from liability for legal acts (hereinafter referred to as "Partner").

2. Terms and Conditions

- 2.1. The details stated at registration of a Partner account must be true and valid for the whole life of the account.
- 2.2. The Partner always acts under his own name, not as the representative or agent of the Provider.
- 2.3. The Partner binds himself to offer the Provider's services legally (SPAM or other forms of dishonest promotion are unacceptable).
- 2.4. Partner can claim the commission based only on the order of standard ONEbit.cz tariff ordered at least for 12 months.
- 2.5. To order services under Partner ID it is vital for the client's browser to have cookies files allowed.
- 2.6. The Partner is acquainted with the fact that unless all requisites for allocation of a commission have been fulfilled, technically, the order cannot be made under the Partner ID, and therefore, no commission can be allocated to the Partner.
- 2.7. The Partner is aware of the fact that commission cannot be allocated until the client has settled the invoice.
- 2.8. Partner bere na vědomí, že provize je připisována až po řádném zaplacení objednávky klientem.
- 2.9. The Partner is aware of the fact that if the client who has ordered ONEbit.cz webhosting services under a Partner ID chooses to withdraw from ordering within the stipulated 30 days, the order will be filed as cancelled and the commission for such an order will be removed from the Partner account.
- 2.10. The Partner is aware that in case of disruption of the system or loss of data, the last deposit made by the Provider before this situation is determining regarding the state of commissions (or bonuses) on the Partner account.

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- 2.11. The Partner account which has demonstrated no movement of commissions or bonuses for the past 36 months may be closed by the Provider without payment of the already allocated commissions and bonuses.
- 2.12. The Partner thereby agrees to enter into a Contract of Brokerage pursuant to the Act No. 89/2012 Coll., Civil Code, as amended, Section 2445 up to Section 2454.

3. Payment of Commissions

- 3.1. The Partner can claim a commission provided the order has been duly made using the means designed for it.
- 3.2. Payment of reward depends on the legal form of the Partner and complies with the following procedure:
 - a) for natural person not engaged in business activities – on request for payment we automatically generate Partner's application for commission payment. The Partner agrees that the Provider will issue the application for him.
 - b) for natural persons engaged in business activities, legal entities – on request for commission payment we automatically generate breakdown of claim for commission. This will be the basis for the Partner to invoice (issue a tax document) the Provider. The breakdown will be an inseparable part of the invoice (as an Appendix). If the Partner is a VAT payer, the invoice must also contain the VAT allocation.
- 3.3. Postal order as a way of sending commissions to the Partner is reserved only for the Czech Republic. Otherwise, we send commissions to the Partner's bank account.
- 3.4. In the case of payment to a bank account abroad, all bank fees (BEN) are paid by the payee.
- 3.5. If the Partner chooses money order (form type C) as a method of commission payment, 50 points will be deducted from his points total for pay out (handling fee). The Partner notes that the number of points deducted can change anytime (depending on the mail fees) while his Partner Contract lasts.
- 3.6. The variable symbol stated at payment matches the number of the document of accounting the Partner commission.
- 3.7. The maturity period of the allocated commission is 30 days on issue of the document of accounting the Partner commission. This period can be extended if circumstances caused by third parties or compelling reasons prevent the payment of the commission.
- 3.8. The exchange rate is 1:1, i.e. 1 point = CZK 1.

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- 3.9. Commissions (or bonuses) are paid out no sooner than the minimum of 1,000 points has been acquired and the request for commission payment filed by the Partner.
- 3.10. Following exceeding the minimum of 1,000 points allocated, the Provider is authorized to pay the commission without prior request for commission payment by the Partner.
- 3.11. Before submitting an application for commission payment, the Partner is obliged to check his/her contact details, incl. bank account number, and make sure they are up-to-date. The Provider assumes no liability for the Partner stating an incorrect bank account number. The commission payment is deemed performed once the Provider has sent the amount to the bank account stated by the Partner.
- 3.12. The Partner notes that the amount received from the Provider has not been taxed and pursuant to Act No. 586/1992 Coll., on income tax, as amended, it is the Partner's duty to tax it.
- 3.13. The Provider binds himself to pay the relevant amount on condition the Partner has complied with all specified conditions.

4. Final Provisions

- 4.1. The Provider undertakes that on request filed by the Partner he will close his account removing all details stated at registration. In the case of closing the account the Partner cannot claim payment of the money saved under the Partner system.
- 4.2. The Partner undertakes to immediately inform the Provider about any detected safety or technical failures occurring during the operation of services by means of e-mail sent to support@onebit.cz.
- 4.3. If the Partner violates any of the above stated points, the Provider is authorized to close his Partner account immediately dismissing all claims to the points already saved.
- 4.4. The Partner agrees with receiving information e-mails from the Provider.
- 4.5. The governing language of the Contract between the Provider and the Partner is Czech. If the Contract or any other document is multilingual, only the Czech version is valid. Translations to other languages serve only informative purpose.
- 4.6. These Terms and Conditions come into effect on 1 March 2014. From this date the preceding Terms and Conditions are deemed expired.

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Server Services Terms

1. Contracting Parties

- 1.1. The company ONEsolution s.r.o., with its registered office at Cejl 58, Brno 602 00, Identification Number: 27710335, Tax ID: CZ27710335, registered in the Commercial Register kept by the Regional Court in Brno (Section C, File 53686) (hereinafter referred to as the „Provider“).
- 1.2. A person (natural or legal) who has concluded a service contract with a provider and who has not been deprived of his / her responsibility to act (hereinafter referred to as „User“).

2. Basic provisions

- 2.1. The general terms and conditions for the provision of telecommunication services (hereinafter referred to as „VP“ only) govern the rights and obligations of the Provider and the Users that relate to the contract for the provision of telecommunication and / or data services (hereinafter the „Contract“). The User acknowledges that VP is governed by the generally binding legal regulations in force in the Czech Republic, namely:
 - a) Act No. 89/2012 Coll., the Civil Code, as amended
 - b) Act No. 127/2005 Coll., on electronic communications
- 2.2. The agreement between the User and the Provider may be concluded in one of the following ways, with the contractual relationship being governed in particular by VP:
 - a) In writing. The written agreement will be concluded whenever the nature of the contractual relationship or any other contracting party so requires
 - b) Using means of long distance communication (i.e. online ordering system, e-mail, etc.)
- 2.3. In the matter of concluding the Contract, the company's agent or a person authorized by him / her shall act as the Provider, who must prove his disposition with an officially authenticated power of attorney issued by the company's executive head.
- 2.4. When making a Contract, the User chooses from the current offer of tariffs published on the Provider's website, or individually agreed services with the Provider. The User confirms that he / she agrees with the price terms set for the provision of the services and understands how they are charged.
- 2.5. The Contract is concluded for a period of 3 to 12 months (according to

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given tariff <https://www.onebit.cz/en/servery/#parametry-a-cenik-tarif>), and then for an indefinite period, unless agreed otherwise.

- 2.6. The Contract shall become effective on the date specified in the written agreement or on the commencement of use of services provided to the User.

3. Rights and Obligations of the Parties

- 3.1. The Provider shall in particular:

- a) Provide service to Users under Contract and at their own expense to eliminate problems that prevent the proper provision of negotiated services and originate in the Provider's technical facilities or activities.
- b) Maintain the telecommunication infrastructure of its network in a state and quality so that the services provided comply with the relevant technical and operational standards and conditions laid down in the Contract.
- c) Observe the pricing arrangements of the Contract throughout its term of validity, unless the parties agree otherwise.
- d) Report all maintenance on the device in advance to the contact e-mail of the User specified in the Provider's system and do it preferably at night.
- e) Inform the User about any change of IP addresses, as soon as possible after the necessity of the change.
- f) Ensure the provision of services covered by the Contract at the latest by the date specified in the Contract.
- g) Provide a public telecommunication service on a continuous basis, except as provided by the Contract, VP and the law.
- h) User agrees to process his / her name, surname, address and other contact details for an indefinite period of time in order to offer a trade and service offer. The User has the right to revoke this consent at any time in writing.

- 3.2. The User is especially obliged to:

- a) To use the services provided in accordance with the legislation of the Czech Republic and / or the applicable international conventions binding on the respective country.
- b) To fulfil his/her financial obligations properly and in a timely manner.
- c) Not to interfere with any telecommunication or other equipment not subject to the Contract without the exclusive agreement of the Provider.

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- d) Report any problems of the provided telecommunication services without unnecessary delay to the Provider, but no later than within 24 hours, when the problem was detected.
- e) Act in accordance with the subject matter of the Contract and fulfil the stated obligations.

3.3. Other rights and obligations:

- a) The Provider undertakes to continuously monitor the availability of service for the User. Based on the result of monitoring, the User will be informed of more serious problems arising in connection with the service provided to the User's contact point, or other available means.
- b) The Provider is not responsible for the content of the information transmitted within the services (or for any violation of the rights of third parties by information transmitted within the services), infringement of trademark and violation of the law by using the names or directory names of the User, which are trade names and registered trademarks.
- c) The availability of connectivity to the backbone network and subsequent applicable discounts do not apply to pre-announced maintenance outages. It does not apply to interruptions caused by third parties and force majeure. The Provider carries out accessibility measurements, but the independent availability measurement statistics conducted by the telehousing service provider are crucial. The User is entitled to a discount from connectivity for total unavailability of services for the billing period according to the following schedule:

99.89% - 99.50% 5 %

99.49% - 98.50% 15 %

98.49% - 95,00% 25 %

94,99% - 80,00% 30 %

less than 80% 100 %

- d) The Provider is not responsible for the functionality of applications and devices that are not expressly listed in the respective agreement.
- e) The Provider is not liable for any damages caused to the User or third party in connection with the use of the Internet services and the Internet, furthermore for damages caused by interruption of operation or loss of data during their transmission.
- f) The Provider shall make all possible efforts to provide the User with temporary assistance or emergency procedures to overcome the problem upon reporting.

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- g) The Provider reserves the right to change the VP and the service pricelist. In doing so, he is required to notify the User of the change in writing, by e-mail or by posting on the Provider's website, at least one calendar month before applying changes to the services provided. In case of disagreement with the changes, the User is entitled to refuse the changes and terminate the Contract within 3 months. If the changes relate to arrangements entered into in a written Contract, this can only be done by a written amendment to the Contract. This is without prejudice to changes to VP.
- h) Where a Contract has been concluded by means of long distance communication, the User shall be entitled, in accordance with the applicable law, to withdraw from the Contract within 14 days of the conclusion of the Contract, unless the service has been started.

4. Terms of service

- 4.1. The User is required to keep up-to-date information about the billing and contact entity in the Provider's client administration.
- 4.2. All operation of the provided services is subject to telecommunication secrets according to VP.
- 4.3. Network traffic (applies only to server housing or server hosting services, including virtual servers):
 - a) The User may only use the IP address space assigned by the Provider on their shared segments' servers. It is not allowed to use other IP addresses, other network masks, or private IP ranges. Violation of this rule may result in deaktivovat of the appropriate port assigned to the User or service constraint by the Provider.
 - b) The Provider is authorized to disconnect a server threatening with its behaviour the Infrastructure of the Telehousing Center Provider or Operator (in particular zero tolerance for DoS attacks, bulk mailing of SPAM, or a server attempting to compromise others).
 - c) You are not allowed to run a DHCP server in shared segments.
- 4.4. Access to the telehousing centre
 - a) The right to access the telehousing centre by the User only arises on the basis of negotiating this service in the Contract. The telehousing centre will be accessible only to a person who has this access duly negotiated with the service Provider. Prior to joining the telehousing centre, this person is required to provide a valid identity card.

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- b) The Provider will allow the User access to the Telehousing Center if the facility owned by the User is located, and is at the same time, the subject of the Contract.
 - c) Access is possible only with the assistance of an authorized employee, unless stated otherwise in the Contract.
 - d) The User is obliged to announce the need for access to the telehousing centre during working hours (from 9:00 am to 5:00 pm) at least 1h before scheduled entry. The User is obliged to inform the Provider in advance of the time of day when the need to access the housing centre is outside working hours. If the potential for intervention on the device is foreseeable, the User is required to inform of this fact at least 24 hours in advance. Only notifications made via the client administration contact form can be accepted at www.oneadmin.cz or at the telephone number specified in the client administration area.
 - e) The Provider is obliged to provide on-site the necessary equipment for servicing the server - monitor, keyboard, mouse and, if necessary, upon agreement to provide an Internet connection.
- 4.5. Data transfer (applies only to services provided through the Provider's data connectivity)
- a) The amount of data transferred within the NIX and CBIX networks (i.e. within the Czech Republic) is specified in the Contract. In the case of exceeding the limit of limited data transmission within the Czech Republic, the price for over-limit data transmission is agreed in the Contract.
 - b) The amount of data transferred to / from abroad (hereinafter referred to as „Transit“) is specified in the Contract, as well as the agreed price for over-the-air transit data transmission.
 - c) The Provider has the right to perform over-the-limit data billing during the billing period if the amount of transmitted data exceeds twice the agreed limit.
 - d) All transferred data beyond the limit agreed in the Contract will be charged to the User immediately after the end of the billing period to which the data transfer is overdue. The billing will take into account any premature billing of excessive oversubscription (see paragraph 4.5 (c)).

5. Payment Terms

- 5.1. The User is obliged to pay the Provider the price for providing the relevant service agreed in the Contract. This price for the respective public telecommunication service was negotiated by agreement in accordance with Act. No. 526/1990 Coll., on prices, as amended.

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- 5.2. All prices (unless stated otherwise) are prices exclusive of VAT. Reimbursement of the provision of services will be invoiced to the User at the amount according to applicable law.
- 5.3. If the agreement provides for a change in the service provided, the prices for the renewed service shall be charged from the following month after the change of service, unless otherwise agreed by the parties in the Contract.
- 5.4. The price for the provided service will be paid by the User at the beginning of the billing period, which is one calendar month, based on a tax invoice. The parties have agreed that one calendar month is always 30 days for billing, irrespective of its actual length.
- 5.5. The Provider carries out the User's cost accounting service as follows:
 - a) One-off payments (e.g. installation) may be invoiced by the Provider as soon as the User has received the relevant service.
 - b) Regular payments are invoiced on the first day of the billing period.
 - c) Regular payments for an incomplete billing period (for example, due to a non-functioning service) are invoiced retrospectively for the calendar month in which the service is provided, according to paragraph 3.3. c).
 - d) The tax document must contain the details of the applicable laws.
 - e) The due date for invoices is set at 14 calendar days from the invoice date, unless agreed otherwise. The same maturity date applies to the contracting parties even when paying other payments (e.g. interest on late payments).
 - f) Default interest shall be 0.05% of the outstanding amount for each day commenced.
 - g) Provider will issue invoices via electronic system in PDF format. The issue of this invoice is in accordance with §26 paragraph 4 of the amendment to Act No. 235/2004 Coll. considered as a full-fledged original of the tax document.
 - h) At the request of the User, the Provider will send invoices by land post to the address of the billing contact. The handling fees are governed by the Provider's current pricelist. Failure to provide the invoice by post has no effect on the User's obligation to pay the amount for services provided.
 - i) All issued tax documents will be available to the User in the client administration at www.oneadmin.cz for the duration of his/her User account.
 - j) Payments will be made to the account number with the

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corresponding variable symbol shown on the invoice, regardless of the information given in the Contract title, and the performance will always be deemed to be the performance of the item in accordance with the Contract.

- k) The obligation to pay is fulfilled on the day when the amount in question is credited to the account of the Provider under the correct variable symbol and the specific symbol (if the payment order is required by the payment method).

6. How to claim responsibility for problems

- 6.1. The Provider is only liable only for problems that have arisen from breach of Contract or VP's obligations, if such breach occurred through intentional negligence or negligence of the Provider.
- 6.2. Any problems in the service provided will be reported by the User to the service Provider at support@onebit.cz.
- 6.3. The User is responsible for problems that have arisen as a result of unauthorized User intervention in any part of the connected location or equipment of the Provider or telehousing centre. In this case, the Provider will charge the User with compensation for correction of the problem.

7. Termination and cancellation of the Contract

- 7.1. The Service Agreement is cancelled or terminated, except in the cases specified in the VP or Contract
 - a) Withdrawal from the Contract: The Provider is entitled to withdraw from the Contract for a material breach of the contractual obligations by the User, which means:
 - Gross or repeated violation of the Contract or VP by the User
 - In violation of generally binding legal regulations in force in the Czech Republic

The User is entitled to withdraw from this Agreement for substantial breach of contractual obligations by the Provider, which means in particular:

- Delays in the provision of telecommunication services longer than 2 days.
- Gross or repeated breach of Contract or VP by the Provider.

Notice of withdrawal must be in writing and delivered to the other party. With the withdrawal, the Contract ceases to exist if

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a manifestation of the will of one party is delivered to the other party, unless otherwise stated in the notice.

- b) Termination: Each of the parties is entitled to terminate the contract for any reason. The notice must be in writing and the notice period shall begin on the first day of the month following delivery to the other contracting Party. The notice period is set for a period of 3 months, unless otherwise specified in the contract. If the contract is terminated before the contract expires (2.5.), The provider is entitled to apply a contractual fee of 50 % of the price of the provided services until the end of its validity.
- 7.2. In the event of termination of a contractual relationship, the Provider is obliged to allow access and dismantling of the facility subject to the Contract only if the User has no open claims against the Provider.
 - 7.3. The User is required to remove the equipment subject to termination of the Contract, at the latest by the date of the Contract, unless otherwise implied by the Contract or VP.
 - 7.4. If, after termination of the contractual relationship by the User, the equipment specified in the Contract is removed properly and in a timely manner, the Provider is entitled to charge the User with the costs associated with the location of the device or the costs associated with the removal of the device.

8. Another Arrangement

- 8.1. The Contracting Parties declare that the subject matter of the Contract as amended, that any amendments or annexes are sufficiently defined.
- 8.2. Unless otherwise agreed in a written agreement, the other relevant provisions of the Telecommunications Act, the Commercial Code, and the related regulations shall apply, as well as the VP.
- 8.3. In the event that any VP provision becomes invalid or unenforceable, this will not affect the validity of the other provisions.
- 8.4. The written agreement may be amended or extended by mutual agreement of the Contracting Parties, by numbered written amendments to the Contract, which shall become valid by signature of the authorized representatives of both Contracting Parties. Amendments shall be made in duplicate, each Contracting Party receiving one of them. Either Contracting Party may submit an addendum.
- 8.5. The VP of the Provider has the nature of business terms according to the provisions of Section 1751, Par. No. 89/2012 Coll., Civil Code.
- 8.6. Transferring the rights and obligations of the User or Provider to a third party is only possible with the written consent of the parties.
- 8.7. The language of the Contract between the Provider and the User is the

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Czech language. If the Contract or any document is made in several language versions, the Czech language version is valid. Translations into other languages are informative only.

- 8.8. These VPs will become effective on 1. 3. 2014. Since that date, the previous VP has become obsolete.

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Personal data processing agreement

1. Contracting Parties

- 1.1. ONEsolution s.r.o., with a registered office at Cejl 82/58, Brno 602 00, Czech Republic, Company ID: 27710335, Tax ID: CZ27710335, and registered in the Commercial Register maintained by the Regional Court in Brno (Section C, File 53686)(hereinafter referred to as the „Processor“).
- 1.2. A person using the services of a Provider under Article III. paragraph 2 of this Agreement, for which personal data is processed by the processor (hereinafter referred to as „Trustee“).

2. General provisions

- 2.1. The Processor provides on-line services on the Internet to ensure the continuous operation of the server and / or to ensure the possibility of placing a website for interested parties, namely on the computing devices and equipment at the processor's facilities, domain registration and other related services. On the basis of ordering some or all of these services, the Processor provides access to disk space for placement of webpages or data (FTP), mailboxes, and databases. Based on this approach, those interested store data of their choice on said computing devices and equipment of the Processor.
- 2.2. The Processor provides the Trustee with the order of an on-line service provider on the Internet to ensure the continuous operation of the server and / or to ensure the possibility of placing a web presentation for the interested parties (hereinafter referred to as „Services“) in the sense of the previous paragraph.
- 2.3. As the provision of Services by the Processor is subject to the processing of personal data within the meaning and scope of the following, the Trustee and the Processor (together collectively referred to as the „Contracting Parties“) shall also provide such processing conditions in accordance with the provisions of Article 28 paragraph 3 Regulation (EU) No 2016/679 of the European Parliament and of the Council (hereafter referred to as „Regulation“), as set out below.

3. Personal data

- 3.1. Personal data within the meaning of Article 4 paragraph 1 of the Regulation means all information about an identified or identifiable person (i.e. a data subject), the identifiable person being a natural person that can be identified directly or indirectly, in particular by reference to a particular identifier, name, identification number,

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location data, network identifier, or one or more specific elements of the physical, physiological, genetic, psychological, economic, cultural or social identity of that individual.

- 3.2. The processing of personal data within the meaning of Article 4 paragraph 2 of the Regulation means any operation, or set of operations, involving personal data, or sets of personal data, that is carried out with or without the help of automated procedures, such as collecting, recording, arranging, structuring, storing, adaptation or alteration, retrieval, inspection, use, disclosure by transmission, dissemination or any other disclosure, sorting or combining, restriction, deletion or destruction.
- 3.3. The Trustee, when using the Services provided by the Processor, places data of his choice on the machinery and equipment at the processor's facilities, and in the case of data sub-classifiable under Article 3 paragraph 1 of this Agreement, these are personal data. Thus, in the provision of Services, the Processor handles, under the conditions and in the manner specified below, all personal data that the Trustee will store on machinery and equipment at the Processor's facilities, taking into account the nature of the Services provided by the Processor to the Trustee.

4. Processing of personal data

- 4.1. The Contracting Parties jointly declare that the purpose of processing under this Agreement is the use of the Services provided by Article 2 paragraph 2 of this Agreement provided by the Processor to the Trustee. The Trustee hereby expressly authorizes the Processor to process the personal data that the controller places on the computing devices and equipment at the processor's facilities in the use of the Services, namely the processing by its nature and to the extent necessary for that purpose. When processing under this Agreement, the Processor will not transfer personal data to a third country or international organization, unless the Trustee explicitly specifies otherwise in writing.
- 4.2. Processing of personal data by the Processor for Trustee administration on its computing devices and equipment, precisely in the range of data that the Trustee utilizes when using the services of the Processor on its computing devices and equipment, can be considered personal data within the meaning of the Regulation. The Processor carries out processing that consists of collecting and storing this data on his own computing devices and equipment after the Trustee has placed it at his option; the Processor further exceptionally carries out processing that consists of the deletion of data from his computing devices and equipment in the event that the stored data violates the conditions of the provision of Services by the Processor to the Trustee or, if so requested by the Trustee, the data subject or other entities (in particular public authorities) if they have a legal title. The Trustee

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acknowledges that the manner in which he further treats these data (their modification, deletion or disclosure through the webmaster's website, etc.) is not considered to be processing of such personal data by the Processor within the meaning of this Agreement, but by the processing of personal data by the Trustee itself, for which the Processor has no responsibility.

- 4.3. The Processor keeps records of his or her access to all data of the Trustee (including those that may have processed personal data) that contains information about which particular person from the Processor's administrators processed the personal data (or the data as such), when it exactly happened (time, day, month, year), and what exactly was done with the data. Such records may be submitted by the Processor to the Trustee or to the extent that the data subject may have access to his or her personal data, including at the request of the data subject.
- 4.4. The Trustee is not entitled to impose on the processor's equipment and facilities any personal data that he himself does not display for any of the legal reasons within the meaning of Article 6 of the Regulation; particularly in the case of personal data pursuant to Article 9 and/or 10 of the Regulation. If the Trustee fails to comply with this ban, it is fully burdened by him/her. This is without prejudice to the obligation of the Processor to provide co-operation with the remedy of such a condition. At the same time, the Trustee expressly declares that all data subjects whose personal data he himself processes, and which subsequently submits to the Processor for processing within the meaning of this Agreement, provided information within the scope of Article 12-14 of the Regulation and shall be obliged to all such data subjects without delay after concluding this Agreement, to inform in an appropriate manner that, to the extent and purpose of this Agreement (or its subject), their personal data will be processed by the Processor for the duration of this contract. If this statement appears to be even partially untrue, it can not be borne by the Processor.
- 4.5. The Processor expressly declares that the computer devices used to provide the Service to the Trustee is secured in an appropriate manner, in such a way to prevent unauthorized or accidental access to personal data, alteration, destruction or loss thereof, unauthorized transmissions, any other unauthorized processing, as well as any other misuse of personal data („misuse of personal data“). The Processor is obliged to always behave, at all times, in such a way that the personal data is not misused, and ensure that all documents submitted by the Trustee to him / her, on which any personal data is available, are adequately and appropriately secured so as not to misuse the personal data. The Processor is obliged to adopt and implement all appropriate technical and organizational measures to ensure a sufficient level of security of personal data. However, the Processor is not responsible for such misuse of personal data as a result of an Trustee's misconduct (such as a weak password, a message with password to a third person, a bug or a weakness of the Trustee's software, etc.).

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- 4.6. The Trustee acknowledges and agrees that the Processor uses its employees or other persons in a similar position to fulfill the subject matter of this Agreement. The processing of personal data by these persons, within the meaning of this Agreement, is considered as processing of personal data by the Processor. The Processor shall ensure that more than one person has access to personal data under this agreement than is strictly necessary to perform under this Agreement, and that all such persons are bound to confidentiality or subject to a statutory duty of confidentiality.
- 4.7. The Processor is not entitled to involve another processor in the processing of personal data under this Agreement without the prior written approval of the Trustee. The Processor is obliged to contract this undertaking before the involvement of another processor and after having given his / her consent to its involvement by the Trustee in full compliance with all rights and obligations as Processor under this contract.
- 4.8. For the transfer of personal data to other entities, the Processor is entitled only if a legitimate reason (such as law enforcement authorities, inspection authorities, administrative bodies, etc.) is provided to them, or if it is necessary for the proper provision of Services (in which case the Processor informs the Trustee before the transfer and requests his prior consent).
- 4.9. The Contracting Parties have agreed that the Processor, upon termination of this Agreement, will destroy all personal data for which there is no legitimate interest Processor in its preservation.
- 4.10. The Processor shall be obliged to assist the Trustee after meeting their management responsibility to respond to the data subject's claims under Chapter 3. The Regulation, and the introduction and maintenance of appropriate technical and organizational measures to ensure compliance with data security obligations, the reporting of breaches of this security, the assessment of the impact of processing on the protection of personal data, and prior consultation with the Supervisory Authority.
- 4.11. The Processor shall be obliged, at the written request of the Trustee, in which the Trustee specifies the scope and content of the requested information, to provide the Trustee with all requested information by the Trustee and the relevant data related to the processing of personal data under this contract. The Processor is also obliged to inform the Trustee about any breach of personal data protection immediately after learning about it.
- 4.12. The Processor is further obliged to the Trustee to:
 - Provide the Trustee with all necessary cooperation for the purpose of monitoring and controlling the activities of the Processor under this contract, in particular by providing access to the premises or premises of the Processor where it operates,

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including to premises located abroad, by making available or providing relevant documentation, procedures relating to the work of the Processor on the basis of this contract, and by allowing any consultations with the employees of the Processor or third parties carrying out activities for the Processor in connection with the activity performed under this contract, including the third parties authorized to carry out this activity by the Trustee.

- Provide the Trustee with all synergies necessary for the purpose of handling an application for the exercise of the rights of data subjects within the meaning of Articles 13 to 22 of the Regulation.
- Provide the Trustee with all information necessary for the performance of the duties of the trustee against the public authorities, in particular the Office for the Protection of Personal Data or any other supervisory authority with responsibility for the protection of personal data, including the foreign supervisory authorities in the exercise of their competence within their sphere of competence (hereinafter referred to as „Authority „).
- Ensure the provision of synergies by potential third parties carrying out activities for the Processor in connection with the activity performed under this contract, precisely within the scope of the preceding points.

All of this carried out at the prior written request of the Trustee. Access to the site or premises of the Processor is only possible after prior agreement, provided that the date and time of access are determined exclusively by the Processor. Furthermore, access must not jeopardize the smooth operation of the Processor.

- 4.13. The Processor is obliged to keep all facts learned in connection with the fulfillment of this contract confidential, especially, but not exclusively, in relation to the processed or processed personal data. Subject to paragraph 16 of this Article, the Authorizing Officer is not authorized to disclose this information to any third party without the prior written consent of the Trustee. The above mentioned obligation shall also be ensured by the Processor in relation to the persons referred to in paragraph 14 of this Article of the Contract.

5. Final provisions

- 5.1. This contract is concluded for a fixed term for the period after which the Processor provides Services to the Trustee.
- 5.2. This Agreement shall take effect on the date of its conclusion.
- 5.3. The Parties declare that they have read this agreement, understand it, and agree with it. To the extent not expressly provided for in this

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Agreement, this Agreement is governed by the relevant provisions of the Czech legal system, in particular by the Regulation.

The governing language of the PERSONAL DATA PROCESSING AGREEMENT is Czech. If the PERSONAL DATA PROCESSING AGREEMENT or any other document is multilingual, only the Czech version is valid. Translations to other languages serve only informative purpose.

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Conditions of personal data protection

ONEsolution s.r.o., Company Reg. No. 27710335, registered office at Cejl 82/58, 602 00 Brno, Czech Republic

Registered in the Company Register maintained by the Regional Court in Brno, Section C, Insert 53686

1. Introductory provisions

- 1.1. The company ONEsolution s.r.o., registered at Cejl 82/58, 602 00 Brno, Czech Republic, and registered with the Regional Court in Brno, Section C, Insert 53686 (hereinafter referred to as the „Provider“), provides natural or legal persons, who have ordered with a service provider or who have signed up for a partner program (hereinafter referred to as the „User“), on-line services in the Internet network consisting of webhosting, server hosting, domain registration or other related services, and those who have registered in the affiliate program, and receive the benefits of participating in the affiliate program (hereinafter referred to as „Services“).
- 1.2. The protection of personal data of a User who is a natural person is governed by Regulation (EC) No 2016/679 of the European Parliament and of the Council concerning the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (hereafter „Regulation“).
- 1.3. With respect to Article 7 (2) of the Regulation, the Provider specifies in this document the conditions for the protection of the personal data of Users - natural persons in the provision of Services to Users - natural persons.
- 1.4. For the purposes of these conditions:
 - a) Personal data within the meaning of Article 4(1) of the Regulation, any information about an identified or identifiable person (i.e. a data subject), the identifiable person being a natural person identifiable directly or indirectly, in particular by reference to a particular identifier, the name, identification number, location data, network identifier, or one or more specific elements of that physical person's physical, physiological, genetic, psychological, economic, cultural or social identity,
 - b) Processing within the meaning of Article 4 (2) of the Regulation of any operation or set of operations involving personal data or files of personal data, which is carried out with or without the help of automated procedures such as collecting, recording, arranging, structuring, storing, alteration, retrieval,

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inspection, use, disclosure by transmission, distribution or any other disclosure, sorting or combining, restriction, deletion or destruction,

- c) By a controller within the meaning of Article 4 (7) of the Regulation, a person who, alone or together with others, determines the purposes and means of processing personal data,
- d) The processor is the natural or legal person processing the personal data for the controller,

whereby the provider is, in the Service provided to the User, primarily by the processor with respect to those personal data in respect of which the User himself is a controller within the meaning of the Regulation; this processing is governed by a processing agreement concluded in accordance with Article 28 of the Regulation with each individual User. However, the Provider is also the manager of the User's personal data - the natural person who received it from that User in connection with the origin and duration of the contractual relationship on the basis of which the User-natural person provides services. The terms of protection of personal data in respect of which the Provider may be considered to be an Administrator within the meaning of the Regulation are governed by these terms.

2. Provider Contact Details

The Provider can be contacted in the following ways:

- a) At any time via a contact form located in the User account administration are, if the User has already established a User account with the Provider.
- b) At any time by means of an e-mail message sent to support@onebit.cz.
- c) On weekdays between 9 am - 7 pm calling the phone numbers +420 840 111 136 (white line) or +420 530 331 331 (landline).
- d) By a letter delivered to the address of the Provider's premises (Cejl 82/58, 602 00 Brno, Czech Republic).
- e) Upon prior arrangement, in person, by visiting the Provider's premises (Cejl 82/58, 602 00 Brno, Czech Republic)

In such ways, it is possible for the Provider to address not only any queries, but also applications or objections in relation to the User's personal data. The Provider states that, in particular because of the speed and nature of the electronic documentation, the preferred primary way of communicating with him are (a) and (b) above, but does not, however, limit the ability of Users to turn to them in all ways they deem appropriate in the given case.

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3. Processing of user's personal data - Natural persons

- 3.1. The Provider provides the Service to Users on the basis of their order, made through the www.onebit.cz portal (hereinafter referred to as the „Website“) or otherwise (by telephone or in person at the address of the Provider's premises). If a User has an interest in the services offered by the Provider, he can place an order with the Provider via the Website. Within this framework, the User-natural person shall include, among other things, the information necessary to identify him / herself as the contracting party (name and surname, place of residence and date of birth, e.g. in case of domain registration) , he / she will provide his / her business name instead of his / her date of birth, and his / her business name) as well as subsequent communication between the Provider and the User (telephone number, e-mail). By sending an order from the User-natural person, the Provider is authorized to process these personal data pursuant to the Article 6 (1) b) Regulation. Failure to provide this personal information leads to the inability to send the order, as the Provider could not provide the required services to the User-natural person without such personal data.
- 3.2. The User-natural person may also indicate his / her academic title or his / her VAT number in the case of entrepreneurs; these personal data are optional and, to avoid any doubt, the Provider expressly states that there is no need to fulfill contractual obligations based on a concluded order, or that the Provider does not require the disclosure of such personal data from the User-natural person to provide him with the Services. If the User-natural person provides the personal data in the order, validated by submitting an order from the User-natural person, the Provider is authorized to process such personal data pursuant to Article 6 (1) a) Regulation, i.e. on the basis of the User's-natural person's consent. The User has the authority to revoke this consent at any time, withdrawing this consent to terminate the Provider's authority to further process such personal data; however, the duration of the contractual relationship between the Provider and the User remains unchallenged by the withdrawal of this consent.
- 3.3. By posting an order, an account for the User-physical person is created on the Website through which the User-natural person can exercise his or her right in the sense of Article 3. Paragraph 8 of these terms and conditions, i.e. to revise their personal data processed by the Provider; this is without prejudice to the possibility of the User-natural person to exercise this right by others, in Article III. paragraph 8 of these conditions. A User-natural person may also cancel his User account, thereby directly exercising his right within the meaning of Article 3. paragraph 9 of these terms, i.e. the right to delete their personal data processed by the Provider; this is without prejudice to the possibility of the User-natural person to exercise this right by others, in Article 3. paragraph 9 of these conditions. For three years, the Provider keeps records of all logins into the User's account of the User-natural person (or administration of services provided) in order to protect him from any misuse or proof of unauthorized access to the User account.

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- 3.4. In order to pay an order, a User-natural person may choose a payment method through one of the providers of on-line payment gateways. Payment gateways are services provided by third parties where the provider is not provided with any personal data of the User-natural person who will use the payment gateway, except for the e-mail address for sending information about the payment process and that the payment in the given amount was paid by the User-natural person. The conditions for the protection of personal data in the use of payment gateways are available from individual gateway operators.
- 3.5. The terms of protection of personal data are explicitly referred to by the User - natural person by the Provider before he / she is asked to send his / her personal data, and the order can not be sent to the Provider until the User - natural person ticks the relevant box confirming that the terms of protection were introduced to himself / herself.
- 3.6. During operation of the Website, the Provider stores cookies on the devices of Users-natural persons that are necessary for operation of the Website as such and its individual elements (including cookies stored on the User's device by third party tools used by the Provider, especially LinkedIn and Facebook plugins), and collects and processes data necessary to identify the User (IP address, cookies) when communicating with the User online. A User-natural person understands that the processing of these data is necessary for the functionality of the site and as the identifier tool when communicating with the customer, and hence the ability and authority of the Provider to provide the appropriate support and services. A User-natural person also notes that for the provision of customer support service, the Provider uses a third-party communication tool (text chat) on the website, unless the User is not interested in using the tool, and may therefore contact customer support via the contact form within the administration area of their account, or in other ways in accordance with Article II of these Conditions.
- 3.7. Information about the use of cookies under the previous paragraph stored on the User's-natural person's device for operation of the Website (including cookies stored on third-party device users), along with information about the functions and purposes of these third-party tools, can be found here: <https://www.onehelp.cz/onebit/kb/en/privacy-policy>.
- 3.8. A User-natural person understands that the Provider will process such personal data that the User-natural person will provide on the Website when filling in the order; if these personal data are false, inaccurate, incomplete or become outdated due to the User-natural person, they can not be attributed to the Provider. This does not exclude the right of a User-natural person to revise within the meaning of Article 16 of the Regulation, irrespective of whether the data in the past by the User-natural person mentioned was inaccurate, false, incomplete or over time has become obsolete; this right may be exercised by a User-natural person at any time during the processing of his or her personal

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data by the Provider through his User account on the website. In such a case, the revision is effective from the moment the User-natural person uploads the revised data to the form on the Website. Alternatively, the User-natural person may contact the Provider regarding the request for revision of data in any of the ways specified in Article II of these terms; in the application, the User-natural person shall enter the name of his / her User account and the data he / she wishes to revise in respect of his / her User account, as well as how this revision is to be performed. The Provider is obliged to accept this request without undue delay after delivery. The request for revision has no effect on the Provider's performance prior to the delivery of this application already provided. The Provider is always required to verify that the application has been lodged by an authorized body before a decision is taken on the application.

- 3.9. The User-natural person is also entitled at any time, during the processing of his personal data by the Provider, to exercise his / her right of cancellation within the meaning of Article 17 of the Regulation, that is, i.e. the right for the Provider to erase without undue delay all or some of the personal data relating to the User-natural person; however, only if at least one of the conditions referred to in Article 17 paragraph 1 (a) to (f) of the Regulation is met and, if none of the reasons referred to in Article 17 paragraph 3 (a) to (f) of the Regulation are present. This right may be exercised by the User-natural person at any time during the processing of his personal data by the Provider, in any of the ways specified in Article II of these Conditions. The User-natural person in the application shall indicate to what extent he / she wishes to delete the processed personal data relating to him / her. Article V paragraph 3 of these terms and conditions shall remain unaffected by the right of cancellation. The Provider's procedure for processing such a request is specified in Article V paragraph 6 of these conditions. The Provider is always in a position to verify that the application has been submitted by an authorized body before taking a decision on the application.

4. Processing for marketing purposes

- 4.1. A User-natural person understands that, in accordance with point 47 of the Regulation, the Provider is entitled to process the personal data of the User-natural person he has received in connection with the provision of services (specifically the e-mail address), also for the purpose of direct marketing of the supplier's own products and services (in particular discounts and new services offered by the Provider) within the meaning of Article 6 paragraph 1 (f) of the Regulation, due to the legitimate interests of the Provider, and for that purpose the Buyer's consent is no longer necessary.
- 4.2. A User-natural person is, within the meaning of Article 21 of the Regulation, entitled at any time to object to the processing of his personal data for the purposes of direct marketing by the provider, in

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any case in a simple and free way. A User-natural person is entitled, in particular, to obtain the personal data of the User-natural person from the Provider, as well as to inform them at any time that he / she is not interested in receiving marketing communications. The User-natural person may also exercise his / her right also through the link provided in each individual marketing communication of the Provider; the Provider is not able to guarantee the timeliness of the link in any other than current marketing communications, but if the link is inoperative, the right of the User-natural person to oppose such processing at the address will remain intact in any case. By objecting to the processing of personal data of the User-natural person for the purposes of direct marketing by the Provider, and refusing additional offers sent to a User-natural person, the personal data of the User-natural person may no longer be processed by the Provider for direct marketing purposes until the User-natural person once again sends his / her agreement to the Provider.

- 4.3. In the context of direct marketing within the meaning of Article 4 paragraph 1 of these conditions, the Provider does not carry out automated decisions, including profiling, within the meaning of Article 22 paragraph 1 and paragraph 4 of the Regulation, and in particular, advertising (advertising that takes into account the activities, preferences and previous orders of the User-natural person).
- 4.4. The User-natural person understands that the Provider uses, for the sake of his legitimate interests to operate the Website, the following tools:
 - a) Google Analytics, as an analytical tool that analyzes how cookies on a User's-natural person's device's device are used by a User-natural person (e.g., traffic);
 - b) Google Remarketing as a marketing tool that allows cookies stored on a User's-natural person's device to display ads on websites based on the interests of a User-natural person on the Google Network;

with a detailed description of the features and purposes of these tools available on the link under Article 3 paragraph 6 of these conditions. The User's-natural person's Provider explicitly points out that in this reference, a User-natural person can learn how (in a simple and free way) to make sure these cookies are not stored on his / her devices and that these tools related to his / her person are not working.

5. More information and instructions for a User-natural person

- 5.1. The Provider has not appointed a Personal Data Protection Officer, nor has he appointed a representative for the fulfillment of obligations within the meaning of the Regulation. Personal data of the User-natural

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person may be provided for the purpose of proper order execution to entities that provide domain name registration or the WHOIS database provider, if this is necessary for the proper execution of the order of the User-natural person, and always to the extent of the User-natural person identification data required by the entity for the purpose of providing the User-natural person with the required services. In addition, personal data of the User-natural person may be provided to persons who provide legal or accounting services to the Provider in order to ensure the proper performance of the obligations of the Provider set forth by generally binding legal regulations or the application and / or protection from generally binding legal regulations of resulting claims and rights of the Provider to the User-natural person, if necessary (especially relating to the non-payment of the service price by a User-natural person or the exercise of rights from a defective performance by a User-natural person to the Provider). Last but not least, the personal data of the User-natural person may be provided to the public authorities (in particular, law enforcement authorities, administrative authorities or judicial authorities) if they testify to the legal title. The Provider does not intend to transfer personal data of a User-natural person to a third country, an international organization, or others than the above persons.

- 5.2. Subject to Article 4. paragraph 4 of these conditions, there shall be no automated processing, including profiling.
- 5.3. The personal data of the User-natural person shall be processed for the duration of the contractual relationship between the User-natural person and the Provider, and the period for which the Provider is obliged to keep the data according to the generally binding legal regulations for a minimum of 5 years according to of the Act on Accounting or for 10 years under the VAT Act, always to the extent necessary to fulfill the obligations of the Provider with the relevant generally binding legal regulations. In addition, after termination of the contractual relationship between the User-natural person and the Provider, the Provider is entitled to process the personal data of the User-natural person to the extent strictly necessary, as well as the possible application and / or protection from the generally binding legal regulations of the resulting rights and the rights of the Provider to the User-natural person, i.e. for the duration of an objective limitation period of 10 years.
- 5.4. After the time specified in the previous paragraph has expired, the Provider will destroy all personal data of the User-physical person who is no longer authorized to process it.
- 5.5. In addition to these conditions, the User-natural person has the right to require the Provider to access his or her personal data, to correct or delete it, to restrict processing, and to object to the processing, as well as having the right to transfer the data to another administrator, within the meaning of Articles 15 to 21 of the Regulation. Furthermore, a User-natural person has the right to file a complaint with the Personal Data Protection Office (or other data protection authority, if it is established)

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if it considers that the Provider is in conflict with the processing of personal data with the Regulation.

- 5.6. Any request by a User-natural person within the meaning of the preceding paragraph shall be provided by the Provider without delay, and no later than 30 days after receipt of the request. Applications shall be accepted by the Provider in accordance with Article II of these Conditions. The application must always include identification of the User-natural person, so the Provider can reliably identify the specific User concerned and also the statement of what the User is asking and what the Provider requires; If necessary, the User shall also state what personal data concerning him / her is specifically concerned with his / her application. Information on the processing of the application shall be provided by the Provider to the User in electronic form at the last known e-mail address of the User-natural person, unless explicitly stated otherwise in the request. If the Provider of the measures requested by the User are not accepted (requests fail), the Provider shall inform him / her of the reasons for such non-acceptance and at the same time the possibility of filing a complaint with the supervisory authority and a request for judicial protection.

6. Final Provisions

- 6.1. These Conditions shall take effect on 25th May 2018.
- 6.2. The content of the Regulation (and its terms of the explicitly referenced and non-referenced provisions can be found at the following address: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32016R0679>. This Regulation is available in the language of all countries of the European Union.

The governing language of the CONDITIONS OF PERSONAL DATA PROTECTION is Czech. If the CONDITIONS OF PERSONAL DATA PROTECTION or any other document is multilingual, only the Czech version is valid. Translations to other languages serve only informative purpose.