TERMS AND CONDITIONS

of company Wultra s.r.o., registered office at Praha 2, Bělehradská 858/23, postal code 120 00, ID no.: 03643174, tax ID no.: CZ03643174, registered in the Commercial Register administered by the Municipal Court in Prague, Section C, Entry 235343 (hereinafter as '**Provider**') governing the use of the services provided by the Provider, which consist in providing of a Malwarelytics platform which identifies malicious software (malware) within mobile devices that use an application for access to the services of the Provider (for example electronic banking or fintech services).

These Terms and Conditions apply to the provision of Services to the clients of the Provider - mobile application operators, who are legal persons; under these Terms and Conditions, the Provider does not provide Services to consumers.

(hereinafter as "**Terms and Conditions**")

1 DEFINITIONS

Application – mobile application enabling access to the Provider's services,

Malwarelytics SDK – software enabling communication between the Application and the Malwarelytics platform,

Client – an entity (organization) that operates the Application,

Device – a device on which the Application is installed,

Parties – the Provider and the Client,

Malwarelytics platform – software tools that include user interface and a database which allow the evaluation of data collected by the Application regarding the software installed on the Device,

Services – functionalities of the Malwarelytics platform which allow to evaluate whether the Device contains malware, based on data from the Application,

User – a person on whose Device the Application is installed,

Website – website on https://wultra.com/malwarelytics.

2 SUBJECT-MATTER OF THE TERMS AND CONDITIONS

2.1 These Terms and Conditions govern, in compliance with provisions of section 1751 para. 1 of Act no. 89/2012 Sb., the Civil Code, as amended (hereinafter as the '**Civil Code**'), mutual rights and obligations of the Parties that arise in connection with or based on an agreement on provision of Services concluded between the Provider and the Client (hereinafter as the '**Service Agreement**'); the Service Agreement in concluded on the basis of an order of the Client (hereinafter as the '**Order**').

2.2 The provisions of the Terms and Conditions shall form an integral part of the Service Agreement from the moment the Service Agreement becomes effective.

2.3   Provisions deviating from the Terms and Conditions may be agreed in writing in the Service Agreement. Deviating provisions in the Service Agreement shall take precedence over the provisions of the Terms and Conditions.

3   REGISTRATION, USER ACCOUNT

3.1   After the conclusion of the Service Agreement, the Provider shall set up a Client Account for the Client, to which the Client will have access through the Website (hereinafter as the '**Account'**) and through which the Client will be able to use individual functionalities of the Malwarelytics platform.

3.2   The Provider will send the Client to the e-mail address specified in the Order their access data to the Account in the extent of a login name and a password. The Client is obliged to change their password upon the first login to the Account.

3.3   From the moment of sending the access data according to para. 3.2 of the Terms and Conditions the Client is responsible for the correctness and truthfulness of all data given in the Account. The Client is obliged to update the data without undue delay in case of any later change. The Provider shall not be liable for any damage incurred in case the Client provides incorrect or inaccurate data or violates their obligation to update the data within the Account according to this paragraph.

3.4   In order to access the Account, it is necessary to enter the Client's login. The Client is obliged to protect their login. The Client is obliged to prevent any third party from unauthorized access to their access data (persons authorized to represent the Client are not considered as third parties). The Client is liable for any damage caused by insufficient protection of their login. In case of suspicion of disclosure or misuse of the access data, it is in the Client's own interest to change their access data as soon as possible.

3.5   The Provider is not liable for any damage caused in connection to an unauthorized access to the Account which occurred as a result of the Client's non-compliance with the obligations arising from these Terms and Conditions.

3.6   After the termination of the provision of Services according to the Service Agreement, the Client's Account will be deleted by the Provider without undue delay.

4   PROVISION OF SERVICES

4.1   The Services are provided in a manner where the Client is provided with the Malwarelytics SDK which the Client installs in the Application. The Malwarelytics SDK then enables the connection between the Application and the Malwarelytics platform, where the Application collects data regarding the software installed on the Device. The Application then communicates with the Malwarelytics platform and based on a call of the Application through the Malwarelytics SDK, the Malwarelytics platform will display whether the Device contains any software that is noted as malware in the Malwarelytics platform.

4.2   The functions of the Malwarelytics SDK and the frequency of calls to the Malwarelytics platform are dependent on the Application settings, where the connection and parameters of mutual

communication between the Application and the Malwarelytics platform are set by the Client within the scope of allowed by the Malwarelytics SDK. It is the Client's responsibility to ensure the interoperability of the Application and the Malwarelytics platform, where the Provider guarantees only the availability and functions of the Malwarelytics platform as stated in these Terms and Conditions or the documentation provided to the Malwarelytics platform.

4.3 The Provider with the help of their own automated analytical tools analyses the data about the software in the Device within the Malwarelytics platform and displays the results to the Client within the Account.

5 PAYMENT OF THE PRICE

5.1 The Services are provided for a fee (hereinafter as the '**Price**'). The amount of the Price is specified in the pricing conditions (hereinafter as the '**Price List**'), which is available at https://www.wultra.com/malwarelytics and is an integral part of these Terms and Conditions.

5.2 All Prices are stated exclusive of value-added tax (VAT). For the purposes of VAT, the date of partial taxable supplies is the last day of the calendar month in which the Services were provided under the Service Agreement.

5.3 Unless agreed otherwise between the Parties, the Price shall be due on the basis of an invoice issued by the Provider, within 15 (fifteen) days from the date of delivery of the invoice to the Client, unless the invoice specifies later due date. The Provider is not entitled to issue the invoice sooner than on the first day of the calendar month following the month in which the Services were provided. The invoice shall comply with all the requirements on a tax document set out by the effective legislation; otherwise, the Client may return the invoice to the Provider, with the maturity of the invoiced amount being extended by the number of days the Provider was in delay with the delivery of the invoice which meets all legal requirements.

5.4 In the event of the Client's delay in payment of the Price, the Provider may demand from the Client a contractual penalty of 0.05 % of the outstanding amount per every, even commenced, day of the delay.

6 RIGHTS AND OBLIGATIONS OF CLIENTS

6.1 The Client undertakes to provide the Provider with all necessary cooperation in fulfilling the Service Agreement.

6.2 The Client undertakes to use the Malwarelytics platform, the Malwarelytics SDK and Services only in accordance with legal regulations and these Terms and Conditions. The Client is not entitled to use the Malwarelytics platform, the Malwarelytics SDK or Services for any other purposes or in any other way than specified in these Terms and Conditions. The Client undertakes in particular:

a) not to interfere with the rights of third parties or the Provider when using the Malwarelytics platform, Malwarelytics SDK and Services,

b) not to interfere with the Malwarelytics platform or the Malwarelytics SDK, and not to attempt to access the Malwarelytics platform by any means other than by using the login

provided for this purpose and through the appropriate interface, in particular, the Client will not in any way reproduce, modify, decompile or otherwise interfere with the Malwarelytics platform, the Malwarelytics SDK and related source codes and documentation, unless expressly authorized to do so in writing,

c) not to use the Malwarelytics platform in a manner that could damage it (including interference with the hardware on which the Malwarelytics platform is operational),

d) not to conceal, obscure or falsify his identity.

6.3 The Client bears full responsibility for the activity taking place on his Account, regardless of whether it is carried out by the Client, a person authorized by the Client or another third party.

6.4 The implementation of the Malwarelytics SDK into the Application is the sole responsibility of the Client.

6.5 The Client is responsible for the operation of the Malwarelytics SDK in accordance with the legal regulations effective in the territory in which the Client of the Malwarelytics SDK will operate, as well as with other public law decisions and regulations regulating the operation of the Malwarelytics SDK in that territory. Ensuring proper permission and authorization to operate the Malwarelytics SDK is the sole responsibility of the Client.

6.6 The Client shall inform the Provider of any unauthorized use of intellectual property provided under this Agreement without undue delay as soon as they become aware of such fact. The Client agrees to provide the Provider with all requested assistance and cooperation in investigation and protection of these rights.

6.7 The Client shall take appropriate measures to protect their data and programs, in particular by regularly making backup copies in machine-readable format in intervals that are common for this field. The Provider shall not be liable for any loss of data and its recovery, if such loss could have been prevented by meeting the obligations set out in this provision.

7 RIGHTS AND OBLIGATIONS OF THE PROVIDER

7.1 The Provider undertakes to provide the Service to the Client duly and with due care, in the scope specified in these Terms and Conditions.

7.2 The Provider shall make a reasonable effort to ensure that the malware database within the Malwarelytics platform contains currently known malware and identifies it. The Provider however, with regard to the nature of the Service and the fact that malware creators are actively trying to prevent it from being detected, cannot guarantee that the Service identifies all malware contained in the Device.

7.3 The Provider undertakes to make the best effort to make the Malwarelytics platform available and functional. However, the Client acknowledges that, despite the effort of the Provider, the Malwarelytics platform might not always be fully available, in particular due to the necessity of maintenance of the Provider's hardware and software equipment, or necessary maintenance of third party's hardware and software. The Provider is not liable for any damage incurred by the Client due to unavailability or malfunction of the Malwarelytics platform.

7.4 The Provider may at any time, without prior notice, make changes to the Malwarelytics

platform, add or remove features of the Malwarelytics platform and its components.

7.5 The Provider is not obliged to supervise the content of information stored in the Malwarelytics platform by the Client or otherwise provided by the Client, nor to actively seek out facts and circumstances pointing to the unlawful content of such information. However, the Client acknowledges that the Provider is, in connection with its legal obligations, entitled to delete data and content, if the Provider assumes that the data or content in any way violate legal regulations or these Terms and Conditions, as required or permitted by the relevant legal regulation.

7.6 The Provider may suspend the performance under this Agreement (i.e. also suspend the right to use the Malwarelytics platform and the Malwarelytics SDK) on the basis of a written notice delivered to the Client for the following reasons:

a) if the Client breaches or have breached their obligation to the Provider and fails to remedy the situation even within a reasonable period of time provided by the Provider, not shorter than 10 (ten) days,

b) if there are serious technical problems in the operation of the Malwarelytics SDK (in particular, serious errors in the operation of the Malwarelytics SDK or unsolved security risks),

c) if it is proved that the Client is using the Malwarelytics platform or the Malwarelytics SDK in violation of law.

8 PERSONAL DATA PROTECTION AND OBLIGATIONS OF PROCESSOR

8.1 In connection with the provision of Services to the Client, the Provider, as a processor of personal data, will process personal data of the Client's users for the Client under the following conditions.

8.2 The purpose of processing the personal data of Users by the Provider is to fulfil the Service Agreement, where the Provider evaluates through the Malwarelytics platform data collected by the Application concerning software installed on the User's Device and provides the data via the Malwarelytics platform and the Account to the Client.

8.3 The personal data which will be processed are personal data of the Users, which are assessed in the Malwarelytics platform. The type of the processed personal data will be:

a) information about the type of the User's device (manufacturer, mode, OS version etc.),

b) User identification number (User ID),

c) a list of applications installed on the User's device,

d) User's IP address and a time of the call.

These will not be data falling into special categories of personal data.

8.4 The category of data subjects is the individual Users of the Client's Application.

8.5 The Provider shall process the personal data of the Users for the Client for the duration of the

Service Agreement. Upon its termination, the Client undertakes to delete all personal data, that they process as a processor for the Client, within 1 (one) month from the termination of the Service Agreement or, upon the Client's request, to give it back it to the Client within a specified period, unless the Client expressly specifies otherwise.

8.6   The Provider undertakes to:

a) process the personal data only on documented instructions from the Client, including with regard to transfers of personal data to a third country or an international organisation;

b) ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality,

c) take all technical and organizational measures pursuant to section 32 of GDPR to ensure a level of security appropriate to the risk,

d) respect the conditions for engaging another processor (in particular the terms of section 28 para. 2 and 4 of GDPR, including the prior consent of the Client to engaging of another processor),

e) take into account the nature of the processing, assist the Client through appropriate technical and organizational measures, if possible, to fulfil the Client's obligation to respond to requests for exercising the data subject's rights pursuant to section 28 of GDPR and sections 12 to 22 of GDPR, and to fulfil other obligations under GDPR (in particular under sections 32 to 36 of GDPR), taking into account the nature of the processing and the information available to the Provider;

f) in accordance with the Client's decision, either to delete all personal data or to give it back to the Client after termination of services related to processing and to delete existing copies, unless required otherwise by law, in accordance with the conditions in para. 8.3 of these Terms and Conditions,

g) to provide the Client with all information necessary to demonstrate that the obligations set out in this paragraph have been fulfilled, and allow audits, including inspections, conducted by the Client or another auditor mandated by the Client and to contribute to such audits (this auditor must be bound by confidentiality and must not be a competitor of the Provider),

h) without undue delay, to notify the Client of any breach of personal data security, in such a way that the Client can proceed in accordance with section 33 or 34 of the GDPR,

i) to notify the Client without delay that, in their opinion, the Client's instruction violates legal regulations for the protection of personal data.

8.7   The Client hereby grants the Provider a general consent to engaging of sub-processors in the processing of Users' personal data. The Provider is obliged to inform in advance about the planned engagement of a particular sub-processor through the contact details listed below in these Terms and Conditions. At the same time, the Client hereby agrees with engaging of the following sub-processors:

a) Azure by Microsoft

b) Salesforce.com, Inc. (Heroku services)

c) Amazon Web Services, Inc.

d) Elasticsearch B.V.

The remuneration for the processing of personal data is included in the Price.

9   USER AND PROPERTY RIGHTS TO THE MALWARELYTICS PLATFORM

9.1   The Malwarelytics platform is a copyrighted work within the meaning of Act No. 121/2000 Coll., On Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (the Copyright Act), as amended (hereinafter the '**Copyright Act**'). The specific functions of the Malwarelytics platform are described in detail at https://www.wultra.com/malwarelytics.

9.2   As part of the provision of the Services, the Provider grants the Client the right to exercise the right to use the Malwarelytics platform (license) in the form in which it is available at any given time on the Website. The license is granted as a non-exclusive, for the period of provision of Services under the Service Agreement, solely for the purpose of using the Malwarelytics platform in accordance with these Terms and Conditions, and only in according manner. License is granted worldwide. The Client is not entitled to grant a sublicense to third parties or to assign the license to a third party.

9.3   The remuneration for the right to use the Malwarelytics platform is included in the Price.

9.4   The Client is not entitled to interfere with the Malwarelytics platform or modify it in any way, include it in any other work, include it in a collected work, or complete the unfinished Malwarelytics platform (even via a third party). The User is not authorized to make any copies of the Malwarelytics platform.

9.5   The Client acknowledges that the Malwarelytics platform is provided as *platform as a service* and thus the Client will not receive any copy of the Malwarelytics platform and may use the Malwarelytics platform only through remote access through the Website, in particular limited use under these Terms and Conditions. The Client shall bear the costs of providing access to the Malwarelytics platform (especially Internet connection fees).

9.6   The Client and the Provider exclude all statutory licenses or free uses in relation to the Malwarelytics platform in favour of the Client, which may be excluded by an agreement of the parties.

10   Malwarelytics SDK LICENSE

10.1   The Malwarelytics SDK is a copyrighted work within the meaning of the Copyright Act. The specific description and functions of the Malwarelytics SDK are described in more detail at https://www.wultra.com/malwarelytics.

10.2   The Provider grants, based on the Service Agreement, to the Client a non-exclusive right to exercise the right to use the Malwarelytics SDK in the extent specified below (hereinafter referred to as the '**Malwarelytics SDK License**'). The Malwarelytics SDK License is granted to the Client for the duration of the Service Agreement.

10.3   On the basis of the Malwarelytics SDK License, the Client is allowed to use the Malwarelytics SDK only for purposes, manners and in the extent corresponding to the specific purpose of the Malwarelytics SDK, i.e. for the purpose of ensuring communication between the Application and

the Malwarelytics platform. The Client is not authorized to interfere with the Malwarelytics SDK (or its components such as source codes, etc.) or change it in any way, including the author's name and title, nor to include it in any other work, to include in a collected work or to finish the unfinished Malwarelytics SDK (even with a third party's help). The Client is only entitled to make changes that have the character of a 'hotfix' repair in the event of a critical situation, in which case the Provider does not provide guarantees for the error-free function of the Malwarelytics SDK until it delivers a proper repair in the form of a new version of Malwarelytics SDK.

10.4 The Malwarelytics SDK License is granted for the territory of the Czech Republic.

10.5 The Malwarelytics SDK License is provided for a remuneration; the remuneration for the Malwarelytics SDK License is included in the Price.

10.6 The Client is entitled to provide a sublicence to Users; such sub-licenses are already included in the Malwarelytics SDK License's Price. The Client is not entitled to grant a sublicense to any other third parties. The Client is not entitled to assign the Malwarelytics SDK License to a third party. Furthermore, the Client is expressly prohibited from publishing and/or allowing the publication of the Malwarelytics SDK so that third parties may copy or otherwise misuse it.

10.7 Prior to carrying out any decompilation of the Malwarelytics SDK (if this is permitted by law and it cannot be excluded by agreement between the parties), the Client shall notify the Provider in writing and request that the Provider provides the information and documentation necessary to ensure interoperability within a reasonable time. The Client is authorized to decompile the Malwarelytics SDK only to the extent permitted by section 66 para. 1 letter e) and section 66 para. 4 of the Copyright Act, and only if the Provider fails to comply with the request for information and documentation required to ensure interoperability within the specified period. Before using the services of a third party for carrying out the decompilation, such third party must undertake to the Provider to comply with the terms of this para. 10 of these Terms and Conditions in writing, and this must be delivered to the Provider.

10.8 The conditions of use of the Malwarelytics SDK shall apply analogously to other intangible assets forming part of the Malwarelytics SDK (especially graphics, texts, etc.).

10.9 The Provider and the Client jointly exclude all statutory licenses or free uses in relation to the Malwarelytics SDK in favour of the Client, which may be legally excluded by an agreement of the parties.

10.10 In the event that any part of the Malwarelytics SDK is created in the course of the performance of the Service Agreement, such performance becomes part of the Malwarelytics SDK, and the Provider exercises the rights to such part of the Malwarelytics SDK from the moment of creation of such part.

10.11 The Malwarelytics SDK may include documentation in any format, in particular standard manuals, technical documentation (data models, diagrams and diagrams), analyses or other specification of functions, in particular the functions Malwarelytics SDK, and their full or partial copies (hereinafter as the '**Documentation**'). Terms of use of the Documentation are governed by the terms of the Malwarelytics SDK License.

10.12 The Client shall not remove any mark of ownership, copyright, trademarks or other marks from

the Malwarelytics SDK or the Documentation.

11 LIABILITY

11.1 To the maximum extent permitted by the Czech law, the Provider shall not be liable for any damage incurred by the Client in connection with the provision of Services and use of the Malwarelytics platform and Malwarelytics SDK. In particular, the Provider is not obliged to compensate the Client for any damage or harm caused:

a) due to the inability to use the Malwarelytics platform or the Malwarelytics SDK,
b) by a change of these Terms and Conditions,
c) by loss, theft, disclosure or misuse of the Client's access data to their Account,
d) as a result of the use of the Malwarelytics platform, the Malwarelytics SDK or the Services in violation of these Terms and Conditions or the legal order of the Czech Republic,
e) as a result of such use of the Malwarelytics platform, the Malwarelytics SDK or the results of the Services that is dangerous by its nature,
f) as a result of use of a service or product provided by a third party,
g) independently of the Provider's will.

11.2 The Client acknowledges that the Provider makes reasonable effort to ensure the security of the transmitted information when creating and operating the Malwarelytics platform and providing the Services. However, the Provider shall not be liable for any breach of the security of the Services and transmitted information which occurred independently of the Provider's will despite the reasonable effort made by the Provider to secure the information.

11.3 The Provider shall not be liable for any damage that occurs if any statement of the Client under these Terms and Conditions proves to be incomplete or false. The Client undertakes to fully compensate the Provider and to remedy all negative consequences of such false or incomplete declaration.

11.4 The Services, including the Malwarelytics platform and the Malwarelytics SDK, are provided to the Client "*as is*". The Client waives all claims arising from defective performance in connection to the use of the Malwarelytics platform, the Malwarelytics SDK and the Services provided, to the extent permitted by the Czech law. The Client waives all warranties to the widest extent permitted by the Czech law.

12 SUPPORT

12.1 Each Client is entitled to contact the Provider regarding the functionality of the Malwarelytics platform, especially in cases where some of its functionalities are unavailable.

12.2 To contact the Provider, the following channel may be used:

a) e-mail contact support@wultra.com.

12.3 The Provider shall inform the Client about the outcome of the resolution of their request by the same manner used by the Client to contact the Provider.

13 INFORMATION PROTECTION

13.1 The Parties are aware that in the course of performance of the Service Agreement, they may provide to each information that is considered as confidential. Unless the Parties expressly agree otherwise in writing, as confidential will be considered especially all information that is or could be part of a Party's trade secret, such as information on operating methods, procedures and workflows, business or marketing plans, concepts and strategies or parts thereof, offers, contracts, agreements or other arrangements with third parties, information on results of operations, relations with business partners, employment issues and any other information the disclosure of which could cause damage to the respective Party (hereinafter as '**Confidential Information'**).

13.2 All Confidential Information of the Party shall remain the exclusive property of that Party and the other Party shall use the same efforts to maintain its confidentiality and protect it as if it were its own Confidential Information. Except to the extent necessary to cooperate in the performance of the Service Agreement, the Parties undertake not to in any way reproduce the Confidential Information of the other Party, not to disclose it to a third party or to their own employees and agents, to perform the Service Agreement. At the same time, the Parties undertake not to use the Confidential Information of the other Party other than for the purpose of performing the Service Agreement.

13.3 The provisions of this paragraph shall not be affected by the termination of the Service Agreement for any reason and shall terminate 5 (five) years after the termination of the Service Agreement.

13.4 For any breach of the information protection provisions, the Party has the right to demand from the breaching Party a contractual penalty of EUR 50,000.

14 DURATION AND TERMINATION OF THE SERVICE AGREEMENT

14.1 The Service Agreement becomes valid and effective upon its conclusion and is concluded for a period of 1 (one) year. If either Party fails to deliver to the other Party, at least 3 (three) months before the end of the Service Agreement, a written notice that it does not wish to extend the Service Agreement, the Service Agreement will be extended for a further 1 (one) year. This procedure shall continue to apply in each subsequent period.

14.2 Each Party is entitled to terminate the Service Agreement by a written notice with a notice period of 3 (three) months, commencing on the first day of the calendar month following the month in which the written notice was delivered to the other Party.

14.3 Each Party is entitled to terminate the Service Agreement by a written notice without notice period in the event of entry into liquidation or a final declaration of bankruptcy against the other Party.

14.4 Each Party may terminate the Service Agreement by a written notice without notice period as a result of a material breach of the Agreement by the other Party, provided that the other Party has been notified in writing of such breach and has been given a reasonable period of time of no less than 10 (ten) working days for ensuring a remedy.

14.5 The Provider may also terminate this Agreement without notice if the Client is in delay with payment of an invoice longer than 1 (one) month from its due date, provided that the Client has been informed in writing of such delay and has been given a reasonable period of time of no less than 5 (five) business days, to pay.

14.6 The Contracting Parties exclude the statutory possibilities to withdraw from the Service Agreement.

14.7 The Contracting Parties agree that in the event of termination of the Service Agreement, they shall not return the performance provided so far.

14.8 At the latest on the date of termination of the Service Agreement, the Client undertakes to permanently and irrevocably remove all copies of the Malwarelytics SDK and the Documentation from all hardware, archival and backup media, which at the moment is directly or indirectly owned or controlled by the Client. The Client authorizes the Provider to perform such acts and undertakes to provide the necessary cooperation for this, if (i) it is technically possible and (ii) the period of 3 (three) calendar days from the termination of this Agreement has elapsed.

14.9 All licenses and other intellectual property rights granted by the Provider under this Agreement shall terminate together with the termination of the Service Agreement.

15   MUTUAL COMMUNICATION

15.1 All communication between the Client and the Provider will be done via the following contact details:

a) The Provider: e-mail: support@wultra.com,

b) for any communication with the Client shall be used the contact details specified in the Service Agreement or within the Account.

15.2 All notices between the Parties relating to, or supposed to be made based on, the Service Agreement shall be made in writing and delivered to the other Party. The written form requirement is met even if the notification is made electronically via the Account interface or via an e-mail to the above-stated addresses.

15.3 The Contracting Parties undertake to inform the other Party of the change of contact details within 3 (three) working days at the latest.

16   COMMON AND FINAL PROVISIONS

16.1 The Provider is entitled to use the information that they are providing the services under the Service Agreement for their own presentation as a reference.

16.2 The Client shall bear all costs of the means of distance communication incurred by the Client in the course of fulfilling these Terms and Conditions. Costs do not differ from the normal rate of the relevant communication service provider.

16.3 Contractual penalties pursuant to these Terms and Conditions are payable on the basis of a

written request of the Provider and within the time limit specified in the request. The contractual penalty and its payment shall not affect the Provider's right to compensation for damages in full. In the event that the contractual penalty is moderated by the court, the right to compensation for damages shall remain in the extent in which the compensation exceeds the amount of the contractual penalty determined by the court as reasonable, without any further limitation.

16.4   The Provider is entitled to amend or change these Terms and Conditions at any time. This amendment and/or a change will be published on the Website and information about this amendment and/or this change will also be sent to each Client on their contact e-mail address specified in the Account. As of the effective date of the new version of the Terms and Conditions, the previous version of the Terms and Conditions shall cease to apply. In the event that the Client does not agree with the amendments, the Client has the right to terminate the Service Agreement as of the effective date of the change in the Terms and Conditions.

16.5   The Client agrees that the Provider has the right to assign to the third party the Service Agreement or its part. The Client may not transfer or otherwise burden their receivables from the Provider.

16.6   If any provision of these Terms and Conditions or if any part of it becomes invalid or unenforceable, or in the future, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of these Terms and Conditions or parts thereof unless it follows directly from the content of these Terms and Conditions that the provision in question may not be separated from other content. The Provider undertakes to replace the ineffective or invalid provision with a new provision that is the closest to the provision to be replaced by its purpose.

16.7   Both contracting Parties assume the risk of changing circumstances within the meaning of section 1765 para. 2 of the Civil Code.

16.8   The Parties exclude the application of the provisions of section 557 of the Civil Code.

16.9   These Terms and Conditions as well as any legal relationships arising from them shall be governed by the laws of the Czech Republic. Any disputes arising in connection with these Terms and Conditions will be heard by the competent courts of the Czech Republic.

16.10 This version of the Terms and Conditions becomes effective on 01/04/2020.