

## TERMS & CONDITIONS

**website and application eIntranet.net, operated by Schindler Systems, s.r.o.,  
with its registered office at V Edenu 380, 250 83, Škvorec, Reg. No.: 27902510, Tax Identification No.:  
CZ27902510,  
Registered at the Municipal Court in Prague, Section C, Insert 125338,  
(hereinafter referred to as the "Operator"),**

### Article I

#### OVERVIEW

##### 1.1

These General Terms and Conditions govern in detail the framework of the legal relationship between the Operator and the Visitor – arising from the viewing of the content of the Website – and the framework of the legal relationship between the Operator and the User – arising from the use of the Application by the User. The Visitor and the User are bound by the rules regulated by these General Terms and Conditions from the moment they acquire the status of Visitor and/or User. The eIntranet.net application is intended exclusively for business entities, not for consumers.

##### 1.2

Legal relations not regulated by these General Terms and Conditions are governed by the relevant generally binding legal regulations valid and effective in the territory of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 90/2012 Coll., on Business Corporations, as amended, even if the visitor or user are business entities registered abroad or are natural persons doing business, who are citizens of a country other than the Czech Republic.

##### 1.3

For the purposes of these Terms and Conditions, the Website is a website whose content is displayed to Visitors and Users in a standard Internet browser after entering the domain address in the relevant wording entered during registration on the eintranet.net subdomain; for the avoidance of doubt, it is stipulated that the term "Website" for the purposes of these Terms and Conditions means any website displayed via the address of subdomains to the domain [eIntranet.net](http://eIntranet.net). The Operator is entitled to use the eIntranet.net domain and its subdomains on the basis of a special legal relationship .

##### 1.4

The content of the website is all graphic, textual or other content that is displayed to the visitor and/or user when browsing the website and/or using the application, except for the user's content. The Operator exercises all property rights of authors or other persons who participate in its creation through their creative intellectual

activity, and at the same time has all rights to the content of the website, which is not protected by the right of a third party in the field of intellectual property rights as a subject of protection. For the avoidance of doubt, it is stipulated that the content of the website is all software that the visitor has the opportunity to use when browsing the website and/or the user when using the application. Whenever the term "website content" is used in these General Terms and Conditions, it means the content of the website as a whole and at the same time each part of it, unless otherwise stipulated in these General Terms and Conditions.

The Operator hereby grants the User a limited, personal, non-transferable, non-exclusive license to use the Application.

### **1.5**

For the purposes of these Terms and Conditions, the User's content is data or other content created by the User through the specific programming environment of the Website, namely through the User Account, and stored in the data storage specified by the Operator when using the Application. The User's content is not the content of the website and is the property of the User, and the User is fully responsible for the compliance of the User's content with the relevant generally binding legal regulations valid and effective in the Czech Republic.

### **1.6**

For the purposes of these Terms and Conditions, a visitor is a natural or legal person who, in the environment of a standard internet browser, enters the address of [the www.eIntranet.net domain](http://the www.eIntranet.net domain) or the address of one of the subdomains of [the eIntranet.net](http://the eIntranet.net domain) domain into the command line and displays the content of the website, or is redirected to the content of the website from the environment of internet search services or from another website and The content of the web page is displayed.

### **1.7**

The User is a legal or entrepreneurial natural person who has truthfully and completely completed the registration form and registered for the use of the service provided by the Operator using the Website. If the user only browses the website and does not use the application, he is considered a visitor.

### **1.8**

A user account is a user's work environment that the user gains access to after completing registration and that is used by the user to use the service. Access to each user account will be defined by a unique connection between the login and password.

### **1.9**

The application is provided by the operator for a fee, at prices according to the current price list made available to the public via the website. The Operator reserves the right to provide the use of the Application during the period specified by the Operator free of charge or for a price reduced by a sum specified by the Operator.

**1.10**

The Operator is a business company established, established and registered in the relevant registers in accordance with the legal regulations valid and effective in the territory of the Czech Republic, and is entitled to carry out business activities in such a way that it can be the operator of the website and at the same time the provider of the application.

**1.11**

A technical device is a device containing hardware and software that allows you to connect to website in the environment of the electronic communication network Internet, viewing the content of the website and using the application – in particular it can be a personal computer, laptop, tablet and/or smartphone. The technical equipment does not have to be owned by the visitor or user. Its use in connection with browsing the website and the use of the application is the sole responsibility of the visitor or user.

## Article II

### RULES FOR BROWSING THE WEBSITE

**2.1**

The visitor has the right to view the content of the website using technical equipment.

**2.2**

When viewing the website and any part of the content of the website, the visitor is obliged to proceed in such a way that his/her actions do not interfere with the rights of the operator, other visitors, users and/or third parties.

**2.3**

The Visitor may not download the content of the Website or any part thereof from the Website to a technical device beyond the content of the Website designated by the Operator for download to the Technical Device, nor may he or she make any video, audio and/or audio-visual recording of the Website content. In the event that the visitor breaches these obligations, he is responsible for all damage incurred by the Operator, other visitors, other users and/or third parties.

**2.4**

The visitor has the right to download the part of the content of the website that the operator determines for this purpose, provided that the visitor is obliged to follow the operator's instructions during this procedure. In the event of non-compliance with the operator's instructions, any visitor's right to compensation for any damage expires.

**2.5**

In the event that the content of the website contains space for the expression of the Visitor's opinion or other statement on a specific fact, the Visitor is also obliged to proceed in accordance with the provisions of par. 2.2 of these General Terms and Conditions. In the event that it is possible to intervene in accordance with the

provisions of Art. 2.2 of these General Terms and Conditions to be assumed, the Operator unilaterally reserves the right to remove such an opinion from the content of the Website. For the avoidance of doubt, it is stipulated that the Operator is not responsible for any opinion displayed through the Website; The visitor is responsible for the content of an opinion or other statement and any violation of generally binding legal regulations valid and effective in the territory of the Czech Republic.

## Article III

### REGISTRATION

#### 3.1

If the visitor is interested in using the application, he is obliged to register using the registration form made available to the public via the website.

#### 3.2

The visitor is obliged to provide all mandatory information in the registration form to the extent specified by the operator, and is also obliged to provide information that is correct, accurate and true. In the event that a visitor provides incorrect, inaccurate and/or false data in the registration form and uses such data to use the position of the user without authorization, which will result in damage to the operator, other visitors, other users, third parties, the visitor and/or future user shall be liable for all damage caused independently without the participation of the operator.

#### 3.3

Upon sending the registration form containing all mandatory data and at the same time containing correct, accurate and true data (hereinafter referred to as the "duly completed form" in the relevant grammatical form) and paying the price according to the valid price list, the visitor acquires the status of a user. A condition for submitting the registration form is to express your explicit consent to these General Terms and Conditions by ticking the appropriate box, the so-called "check box".

#### 3.4

On the basis of a duly completed form, the Operator shall create a user account for the User, which the User is entitled to use when using the Application, and shall send the User access data in the manner and in the form specified by the Operator, if generated by the Operator; If the login data is not generated by the Operator, the login name and password intended for the Users are valid as the login data.

#### 3.5

The user account may only be used by the user, i.e. the person who has completed and sent the duly completed form to the operator. If the User submits the login data to his/her user account to a third party, he/she shall bear the consequences independently and without the Operator's participation for any damages

incurred by him, the Operator, another User, Visitor and/or a third party in connection with the use of the Application by the third party.

### **3.6**

In the event that the Operator finds that it is reasonable to assume that the submitted registration form is not a properly completed form, the Operator reserves the right to unilaterally cancel the User Account and irretrievably delete the entire User Content by deleting it from the data storage. In such a case, the Operator is not liable for any damage incurred by the person who sent the registration form to the Operator without meeting the parameters of a properly completed form.

### **3.7**

Each of the users has the right to register only once and use the service through a single user account. In the event that a registered user registers again, the Operator reserves the right to unilaterally delete such duplicate user accounts. In such a case, where it is a condition for the existence of the user's right to use the application, the user is not entitled to compensation for any damage incurred in this context. In the event of a repeated procedure, the content of which will be re-registration and the creation of duplicate user accounts, the Operator reserves the right to delete each user account of the User and the User's content without the User's right to compensation for any damages.

### **3.8**

The Operator reserves the right to unilaterally change the method of registration of users in accordance with the content of the website or in connection with the needs of the Operator, visitors, users and/or third parties and the protection of their rights or legitimate interests.

## **Article IV**

### **CONTENT OF THE SERVICE AND RIGHTS AND OBLIGATIONS OF THE OPERATOR**

#### **4.1**

The Operator allows Users to use the Application via the Website, either for a fee or free of charge. The operator unilaterally decides on the free provision of the application and on the duration of the provision of the application free of charge.

#### **4.2**

The meaning and purpose of the application is to provide space to facilitate the transfer of information between employees or other external collaborators who will have access to the website. The Operator does not provide consultancy, accounting or other services and the User is solely responsible for fulfilling its own statutory obligations.

**4.3**

The User acknowledges and agrees that if the Operator is contacted by a public authority in connection with the conduct of a specific civil, commercial, administrative, criminal or other proceeding, the Operator may be legally obliged to provide this authority with all the information at its disposal, and the provision of such information is not considered a breach of the Operator's obligations under these General Terms and Conditions.

**4.4**

The Operator reserves the right to provide the Application to various extents according to individual packages for prices set by the Operator.

**4.5**

The Operator is obliged to ensure that the Application is available for the period of its provision at least 99.9% of the time measured on a monthly basis. Exceptions to this Service Level Agreement include scheduled downtime for maintenance or application updates, which will be notified to users in advance and will take place outside of business hours (business hours are 6h – 22h business days) so as to minimise the impact on users. In the event of unplanned interruptions of the service, the operator undertakes to remedy them as soon as possible and to inform the users about the causes and the expected time of service restoration. Interruption of the provision of the service due to circumstances excluding liability in accordance with Article VII of these General Terms and Conditions shall not be considered a breach of obligations by the Operator.

**4.6**

The Operator is obliged to perform all activities that can be objectively expected from the User with regard to the nature of the application provided, as well as with regard to the business and economic background of the Operator in order to prevent damage to the Visitor and/or User. The Operator is not responsible for any damage to the property of the Visitor and/or User that occurred as a result of a breach of their obligations.

**4.7**

In the event of a change in circumstances that will affect the availability of the Application for the User, the Operator undertakes to inform the Users affected by the specific change of these facts in the form of an e-mail message to the e-mail address of the User who is listed as the administrator. If there is a change in the data on the part of the User and the User does not inform the Operator of this fact and as a result of this fact it will not be possible for the Operator to properly fulfil its obligation under this paragraph, the Operator shall not be liable for any damage that may be caused to the User as a result of not informing the User.

**4.8**

The Operator reserves the right to unilaterally amend or amend these Terms and Conditions to a reasonable extent if it requires the protection of the rights or legitimate interests of the Operator, visitors, users and/or third parties and/or a change in the Operator's business model. Any change will be notified to users via email to the email address provided in their user account in sufficient time to allow users to familiarize themselves with the new terms. The User has the right to reject the changes and in such a case is entitled to terminate

the obligation towards the Operator with a two-month notice period. In the event of termination, the User shall not be subject to any special obligation that would burden him or her beyond the normal obligations arising from this Agreement.

#### **4.10**

In the event that the operator plans to completely stop operating the application for all users, it shall inform the user at least 180 days in advance by e-mail and make appropriate efforts to find a new operator.

## **Article V**

### **RIGHTS AND OBLIGATIONS OF THE USER**

#### **5.1**

The User has all the obligations of the Visitor under Article II of these General Terms and Conditions and at the same time the Operator has the same rights towards the User as towards the Visitor.

#### **5.2**

The User has the right to use the User Account for the purposes of using the Application.

#### **5.3**

The User is obliged to pay the Operator the price for the use of the Application to the extent and in the manner determined in accordance with these General Terms and Conditions and the valid price list made available to the public through the Website.

#### **5.4**

The User is obliged to proceed in such a way as to prevent unauthorized access to the User Account – in particular, he is obliged to take all measures to prevent leakage of login and password data, otherwise he is responsible for all damage suffered by the Operator, another User, Visitor and/or a third party as a result of this fact.

#### **5.5**

If the User discovers that there is a risk of interference with the Operator's rights, the User's rights, the rights of other Users, the rights of visitors and/or the rights of third parties, the User is obliged to inform the Operator of this fact without delay.

#### **5.6**

The User has the right to download specific content specified by the Operator and at the same time, when using the data, to upload data related to the User's business activities as User content to the data storage designated by the Operator.

#### **5.7**

The Operator has the right to archive the User-Generated Content for a period of 6 months after the account is cancelled. After the expiry of this period, the Operator shall irretrievably remove the User's content from the storage specified by the Operator by deleting it. The User has the right to ask the Operator to immediately delete the User Account and/or the User's content, provided that the Operator shall cancel the User Account

upon receipt of such a request and irretrievably delete the User's content immediately after receiving the User's request by deleting all data that are part of the User's content. The operator will not charge any fees for the removal of the user's content.

#### **5.8**

The User has the right to use the content of the Website in such a way that he/she can properly use the Application, and with this use of the Website, the Operator expresses his/her non-exclusive consent valid in the territory of the Czech Republic and for the duration of the legal relationship between the Operator and the User; This provision is without prejudice to the User's obligations under these General Terms and Conditions.

#### **5.9**

In the event that the Operator finds out that there is an objective presumption that the User stores data on the data storage designated by the Operator during the use of the Application that interferes with the rights of the Operator, other Users, Visitors and/or third parties, the Operator has the right to unilaterally irretrievably remove all the User's content from the data storage by deleting it. Prior to the cancellation of the user account and the irretrievable deletion of the user's content, the operator shall notify the user of the intended action and at the same time invite the user to export the user's content. In this case, the Operator is not responsible for any damage that may be incurred by the User as a result of this action.

## **Article VI**

### **PAYMENT TERMS AND BILLING**

#### **6.1**

The Operator has the right to be paid for the provision of the Application according to the valid price list made available by the Operator on the Operator's website.

#### **6.2**

The Operator reserves the right to adjust the prices to the individual packages that will be offered to visitors and users and at the same time to unilaterally change the prices for the use of the application.

#### **6.3**

In the event that the price for the use of the Application changes, the Operator is obliged to respect the price for the use of the Application according to the price list valid at the time of payment of the last subscription, until the time by which this subscription is paid. For the next period, the current prices according to the price list always apply.

#### **6.4**

The user may be able to generate a request to pay the subscription price for the next period. The subscription is non-refundable, even in the event of early termination of the use of the application. After paying the price



for the use of the application, the operator will immediately send the user an invoice as an accounting and tax document. A duly issued invoice is considered to be an invoice issued in accordance with the relevant generally binding legal regulations valid in the Czech Republic.

#### **6.5**

The bank fees associated with the User's payments under the General Terms and Conditions shall be paid by the User.

#### **6.6**

The user has the right to start using the application for 14 days free of charge for a trial. Its further use is only after the price has been paid. If the User uses the Application and intends to use the Application even after the end of the period for which the User has already paid the price for the use of the Application, he is obliged to pay the price for the next period in advance so that on the first day of the new period the price for the following period is already paid. Otherwise, the Operator is entitled to suspend the provision of services to the User.

#### **6.7**

The price is considered paid at the moment it is credited to the operator's account.

## **Article VII**

### **CIRCUMSTANCES EXCLUDING LIABILITY**

#### **7.1**

For the purposes of these General Terms and Conditions, circumstances excluding the Operator's liability also mean extraordinary and unavoidable events or circumstances and their immediate consequences that are beyond the Operator's control and that prevent the Operator from or directly affect the proper and complete performance of the obligations arising from these General Terms and Conditions.

#### **7.2**

These events may include, but are not limited to, natural disasters, war, sabotage, terrorist actions, blockade, fire, strike, epidemic, failure of subcontractors (including energy suppliers), etc. The same legal consequences may have changes to generally binding legal regulations if they fundamentally affect the smooth continuation of legal relations regulated by these General Terms and Conditions and there is no economically viable alternative.

## **Article VIII**

### **PREVENTION AND COMPENSATION**

#### **8.1**

The Operator, the Visitor and the User are obliged to pay increased attention to the prevention of damages, especially to the general prevention of damages. The visitor or user is obliged to notify the Operator of any

obstacles that prevent or will prevent them from fulfilling their obligations under these General Terms and Conditions and the consequences of non-compliance. The information must be provided without undue delay as soon as the obliged party became aware of the obstacle or, with due diligence, could have become aware.

#### **8.2**

Each party to a legal relationship has the right to compensation for damage caused as a result of a breach of obligations by another party to the legal relationship, except in the case where liability is excluded under these General Terms and Conditions.

#### **8.3**

Liability for damage is mutually limited by an amount equal to the number of prepaid users of the application in the last calendar year multiplied by CZK 2,000, but no more than CZK 100,000. The Operator is not responsible for any loss of profit that the User may incur as a result of the use or unavailability of the Application.

#### **8.4**

Complaints about the use of the application must be sent from the user's account to the [info@eintranet.net](mailto:info@eintranet.net)

#### **8.5**

The user will be informed about the status of the complaint without undue delay by e-mail communication.

## **Article IX**

### **DISPUTE RESOLUTION**

#### **9.1**

The parties to the legal relationship under these General Terms and Conditions undertake to take all available measures for the specific resolution of any disagreements and disputes that may arise from the failure of the responsible person to fulfil their obligations and to resolve the situation by mutual conciliation.

#### **9.2**

In the event of dispute resolution between the Operator and the User, the Operator and the User have agreed on the territorial jurisdiction of the Court of First Instance in accordance with the Code of Civil Procedure as follows: the dispute will be decided by the Czech court in the Czech language, if the District Court has subject-matter jurisdiction to hear the dispute, the dispute between the parties will be decided by the District Court Prague – East, if the Regional Court has substantive jurisdiction to hear the dispute, the dispute between the parties will be decided by the Regional Court in Prague.

## Article X

### TERMINATION OF THE LEGAL RELATIONSHIP

#### 10.1

The parties to a legal relationship may agree to terminate it by a separate agreement.

#### 10.2

The User is entitled to terminate the legal relationship at the end of the subscription or in the event of disagreement with the change of the General Terms and Conditions pursuant to par. 4.8.

#### 10.3

In the event that the User breaches any of its important obligations stipulated under these General Terms and Conditions or repeatedly breaches a less serious obligation under these General Terms and Conditions, the Operator has the right to unilaterally cancel the User's user account and irretrievably remove the User's content from the data storage; in such a case, the Operator shall not be liable for any damage that may be incurred by the User in connection with the deletion of the User's User Account and the User's content. The Operator is also entitled to cancel the account if the User has not logged in to it for more than 6 months (for free accounts) or if the User is in default with payment for more than 2 months.

#### 10.3

The Operator has the right not to extend the legal relationship further. They must inform the user of this matter at least 30 days before the end of the subscription period by e-mail.

## Article XI

### FINAL PROVISIONS

#### 11.1

An integral part of these General Terms and Conditions is the processing agreement forming Annex No. 1, which describes in detail the processing of personal data transferred to the processor by the user.

#### 11.2

These as well as any other general terms and conditions come into force and effect on 1 February 2024.