TERMS OF BUSINESS

Of the company

FlashNews s.r.o.

With registered office at Václavské náměstí 2132/47, Nové Město, 110 00 Prague 1

Company ID: 090 21 370

Registered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry no. 329035

For the provision of services via a website located at the internet address https://newsroom.flashnews.com

1. INTRODUCTORY PROVISIONS

1.1. These Terms of Business ('**Terms of Business**') regulate, in accordance with section 1751(1) of Act no. 89/2012 Coll., Civil Code, as amended ('**Civil Code**') mutual rights and obligations between the company FlashNews s.r.o, with registered office at Václavské náměstí 2132/47, Nové Město, 110 00 Prague 1, company ID: 090 21 37, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry no. 329035 ('**Provider**') and other persons ('**Client**') arising from Contracts for the Provision of Services concerning the provision of access to statistical and analytical information regarding articles and other contributions published on the internet by the Provider for the Client ('**Contract for the Provision of Services**'), via the Provider's website located at the internet address https://newsroom.flashnews.com ('**Website**').

1.2. The service is not intended for consumers, i.e. natural persons acting outside their business activities or outside their self-employment.

2. DEFINITIONS OF CERTAIN TERMS

2.1. **Service** means allowing the Client access to statistical and analytical information regarding articles and other contributions published on the internet via the Website.

2.2. **Trial Version** means a variant of the Service where the Service is provided to the Client free of charge for a period if ten (10) days from the conclusion of a Contract for the Provision of Services, providing that the Client has not previously used a chargeable version of the Service. After three (3) days from the conclusion of the Contract for the Provision of Services, the Client shall be required to enter their payment card details in order to be able to continue to use the Trial Version of the Service.

3. CONCLUSION OF CONTRACT FOR THE PROVISION OF SERVICES

3.1. A Contract for the Provision of Services may be concluded in writing or in text form following individual negotiation between the parties.

3.2. A Contract for the Provision of Services may also be concluded via the Website. In order to send an offer to conclude a Contract for the Provision of Services, the Client shall register on the Website. The Client shall send an offer to conclude a Contract for the Provision of Services to the Provider by ticking a check-box and clicking the button "Register with e-mail" ('**Registration Request**'). Section 1740(3) of the Civil Code shall not apply. For the purposes of the Contract for the Provision of Services, the Provider shall deem the details provider by the Client in the Registration Request to be correct; the Provider is at all times entitled to verify the Client's identity as well as details provided by the Client (by telephone, by email etc.).

3.3. Once a Registration Request is received, the Provider shall send to the Client's address information needed to activate a user account ('**Acceptance**'), which also serves the purpose of verifying the Client's address. A Contract for the Provision of Services is concluded once the Client has received the Acceptance.

3.4. The Client acknowledges that the Provider is not obliged to conclude a Contract for the Provision of Services (is entitled to refuse to register the Client), in particular with persons who have previously substantially breached legal relationships with the Provider.

4. USER ACCOUNT

4.1. Once a Contract for the Provision of Services has been concluded, the Client may access their user interface on the Website. From their user interface, the Client may, in particular, manage their details and use the Service ('**User Account**').

4.2. The Client's User Account shall be activated following the conclusion of a Contract for the Provision of Services.

4.3. The Client shall update the personal details provided in the User Account every time they change in any way. The Provider shall deem the details provided by the Client in the User Account to be correct. Each person may have only one User Account.

4.4. Access to a User Account is secured with a username (email address) and a password. The Client shall treat as confidential information required in order to access their User Account (shall not provide it to others); the Client acknowledges that the Provider shall bear no responsibility for a breach of this obligation by the Client.

4.5. The Provider may block the Client from using their User Account, in particular where the Client breaches their obligations arising from a Contract for the Provision of Services (including the Terms of Business).

5. OBJECT OF A CONTRACT FOR THE PROVISION OF SERVICES

5.1. In a Contract for the Provision of Services, the Provider undertakes to provide the Service to the Client for the period of duration (effect) of the Contract for the Provision of Services. In a Contract for the Provision of Services, the Client undertakes to pay the Provider remuneration in return for the provision of the Service. Clause 5.3 of the Terms of Business is not hereby affected.

5.2. No remuneration is payable to the Provider by the Client for the use of the Service when using the Trial Version of the Service.

5.3. The Provider is not obliged to provide the Service in the event that its provision is prevented by difficulties on the part of the Client or on the part of other persons. The Provider is thus not obliged to provide the Service, in particular, in the event of electricity supply outages, data network outages, other faults caused by third parties or *vis major*.

5.4. The provision of the Service may be subject to outages, temporary limitations, interruptions or decreases in the quality of the Service.

6. PROVIDER'S REMUNERATION

6.1. In return for the provision of the Service, the Client shall pay remuneration to the Provider in the amount specified in a Contract for the Provision of Services. The Provider's remuneration may be specified in a Contract for the Provision of Services predominantly as monthly or annual. Clause 5.3 of the Terms of Business is not hereby affected.

6.2. The Provider's remuneration is always payable no later than on the fourteenth (14) day of the period for which this remuneration is being paid.

6.3. The Provider's remuneration is always payable by cash-free means by a bank transfer to the Provider's account with Komerční banka a.s., account no. 1493710207/0100, or via a third-party payment system.

6.4. Payment information including the Provider's account number and a variable symbol of the payment shall be provided to the Client in payment instructions which may be displayed in the User Account, or which the Provider shall email to the Client. The Client shall make payments in accordance with these instructions and include a variable symbol of the payment, unless the payment is made via a third-party payment system.

6.5. The Provider is a payer of Value Added Tax ('**VAT**'); VAT shall be added to the Provider's remuneration in accordance with generally binding legislation.

6.6. Where the Provider's remuneration is paid by cash-free means, the Client's obligation to pay the Provider's remuneration shall be discharged once the Provider's Account has been credited with the relevant amount.

6.7. If the Client fails to pay the Provider's remuneration, the Provider may suspend compliance with any of their obligations towards the Client until the Client has complied with all their obligations.

7. USE OF THE SERVICE

7.1. The Client acknowledges that the Provider shall bear no responsibility for the settings made by the Client in the User Account

7.2. When using the Service, the Client may not use mechanisms, tools, programs or processes which have or may have an adverse effect on the operation of the Provider's equipment or safety of the internet or other internet users.

7.3. The Client may not engage in activities intended to prevent or limit the operation of the Provider's server from which the Service is being provided or otherwise attack this server; the Client may not assist a third party to engage in such activities. In particular, the Client may not burden the Provider's server from which the Service is being provided with automated requests.

8. LIABILITY FOR DEFECTS, LIABILITY FOR LOSS

8.1. Rights and obligations of the contractual parties relating to the Provider's liability for defects of services are governed by generally binding legislation, in particular section 1914 et seq. of the Civil Code. The Provider shall be liable to the client exclusively for fault-based breaches of legal

obligations. The Client may assert their rights against the Provider arising from the Provider's liability for defects of services at the Provider's registered office address.

8.2. The Client further acknowledges that the Provider shall not be responsible for the functionality of the Client's data network, functionality of a public data network, functionality of the Client's hardware equipment, the state of the Client's software, backing up of the Client's data, or any potential interference by third parties with the Client's software.

8.3. In the event that the Client suffers loss in connection with the Provider's liability for defects of the Service (including the Service not being functional or the displayed information being incorrect), unless the Provider has caused the loss intentionally or by gross negligence, the contractual parties have agreed, having regard to the terms of the provision of the Service, to limit compensation for this potential loss suffered by the Client so that the total compensation for loss including loss of profit shall not exceed the amount of one half of the Provider's remuneration in reality paid by the Client for the use of the Service in the year preceding the event that resulted in the Client incurring loss. The contractual parties state, taking account of all circumstances of the conclusion of the Contract for the Provision of Services, that the total foreseeable loss including loss of profit which may be incurred by the Client due to defects of the Service (including the Service not being functional or the displayed information being incorrect) shall not exceed the amount of one half of the Provider's remuneration in reality paid by the Client for the use of the Service in the year preceding the event that resulted in the Client incurring loss.

9. PERSONAL DATA PROTECTION

9.1. Where the Client is a natural person, the Provider complies with their information duty toward the Client within the meaning of Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/EC (General Data Protection Regulation) ('**GDPR Regulation**') relating to the processing of the Client's personal data (for the purposes of compliance with a Contract for the Provision of Services, for the purposes of negotiations with regard to a Contract for the Provision of Services, and for the purpose of compliance with the Provider's public law obligations) through a separate document.

10. SENDING OF COMMERCIAL COMMUNICATIONS

10.1. The Client agrees, within the meaning of section 7(2) of Act no. 480/2004 Coll., on Some Services of Information Society and on the Amendment of Certain Acts (Act on Some Services of Information Society), as amended, with the Provider sending commercial communications to the Client's email address or telephone number. The Provider complies with their information duty towards the Client who is a natural person within the meaning of Article 13 of the GDPR Regulation relating to the processing of the Client's personal data for the purposes of sending of commercial communications or other marketing activities toward the Client through a separate document.

11. DURATION OF A CONTRACT FOR THE PROVISION OF SERVICES

11.1. A Contract for the Provision of Services enters into effect as soon as it has been concluded.

11.2. A Contract for the Provision of Services is concluded for a definite period of time. A Contract for the Provision of Services may be concluded for the period of one (1), twelve (12), eighteen (18), or twenty four (24) months which run from when the Contract becomes effective. Clauses 11.3 and 11.4 are not hereby affected.

11.3. Where the Contract for the Provision of Services is concluded for a period of at least six (6) months, if no later than one (1) month before the Contract for the Provision of Services is discharged, a contractual party does not receive a written expression of will of the other contractual party requesting termination of the Contract for the Provision of Services, the Contract for the Provision of Services shall continue and the effect of the Contract for the Provision of Services shall be automatically extended by the same period as the period for which the Contract for the Provision of Services was originally concluded. The effect of a Contract for the Provision of Services according to the previous sentence may be extended repeatedly.

11.4. The Provider may terminate a Contract for the Provision of Services for any reason or without providing a reason. In this case, the notice period is three (3) months, and it starts to run on the first day of the month following the service of the notice on the Client. In such circumstances, the Provider shall return to the Client a part of the Provider's remuneration which has been paid by the Client for the period following the termination of the Contract for the Provision of Services.

11.5. If the Client breaches any of their obligations arising from a Contract for the Provision of Services (including the Terms of Business) or from generally binding legislation, the Provider may terminate the Contract for the Provision of Services for this reason (without a notice period). A notice of termination of the Contract for the Provision of Services pursuant to this clause becomes effective as soon as it has been served on the Client. Unless agreed otherwise, the Contract for the Provision of Services shall be discharged as soon as the notice of termination has been served.

12. FINAL PROVISIONS

12.1. If a relationship related to the use of the Website or a legal relationship arising from a Contract for the Provision of Services contains an international (foreign) element, the parties agree that such a relationship shall be governed by Czech law, in particular by the Civil Code. For the purposes of relationships between the Provider and the Client:

12.1.1. The use of respected trade customs within the meaning of section 558(2) of the Civil Code shall be excluded in circumstances where the Client carries on a business;

12.1.2. The use of sections 557, 1763, 2389b(2) and (3), 2389c and 2389e of the Civil Code shall be excluded;

12.1.3. The use of sections 1799 and 1800 of the Civil Code shall be excluded in circumstances where the Client carries on a business.

12.2. The contractual parties have agreed jurisdiction and competence of courts of the Czech Republic.

12.3. If a provision of the Terms of Business is invalid or ineffective or it becomes invalid or ineffective, it shall be replaced by a provision the meaning of which is most similar to the invalid provision. The invalidity or ineffectiveness of a provision shall have no effect on the validity of the rest of the provisions.

12.4. In accordance with section 1752 of the Civil Code, the contractual parties agree that the Provider may amend the Terms of Business unilaterally to a reasonable extent. The Client shall be notified of an amendment to the Terms of Business by an email sent to their address specified in the User Account (clause 4). The Client may reject the amendment to the Terms of Business and thus terminate a Contract for the Provision of Services within a period of one (1) month from the service of a notice according to the previous sentence.

12.5. Once the Client has consented to a new version of the Terms of Business, the previous Terms of Business shall cease to be effective, and the new version of the Terms of Business shall become an inseparable part of the Contract for the Provision of Services. Clause 12.4 of the Terms of Business is not hereby affected.

12.6. The Provider may assign rights and obligations from a Contract for the Provision of Services to a third party; the Client consents to this.

In Prague on December 12th, 2022

FlashNews s.r.o.