

General Terms and Conditions

1. Introductory Provision

- 1.1. Clientology Institute s.r.o., issues these General Terms and Conditions, which govern the ground rules of business relations between the Provider and the Customer while providing Services and using the Customer Journey Guide web application.
- 1.2. The General Terms and Conditions constitute an inseparable part of the Contract enclosed between the Customer and the Provider.

2. Definitions

- 2.1. The following meaning of the definitions listed below for the purposes of these GTC is:

Administrator	is a person appointed by the Customer for the purpose of administrating his/her User account;
Price list	means a document available at the website www.customerjourneyguide.com , which sets the price of the Service and its parts;
Customer Journey Guide	means a web application which serves as a marketing tool for describing the customer behaviour at different stages of interactions with the Customer, to which the Provider grants the Customer a license within the provided Service;
Form	means a tool located in a web application that is used to contact the Provider, in particular to extend the scope of the Services agreed, to report errors in the Customer Journey Guide, to submit suggestions for the Customer Journey Guide, and to serve as a Customer support tool;
GDPR	means 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 of the free movement of such data, and repealing Directive 9546 EC (General Data Protection Regulation);
Above Standard Service	a service consisting of creating a new functionality and/or modifying Customer Journey Guide on the basis of the Customer's request;
Civil Code	Means the Act No. 89/2012 Coll., Civil Code, as amended;
Commercial Code	means the Act No. 90/2012 Coll., on Commercial Companies and Cooperatives (Act on Business Corporations), as amended;

Order	means the Customer's proposal to conclude the Contract, the content of which is in particular the definition of the ordered Services. The Order is fundamentally the Provider's standardized form, available at www.customerjourneyguide.com ;
Provider	Clientology Institute s.r.o., with its registered office at Volutová 2522/16, Stodůlky, 158 00 Praha 5, ID No.: 033 35 526, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. C 229964;
Business day	means a day that does not fall on a Saturday, Sunday, or non-working day such as public holidays set by the laws of the Czech Republic;
Working hours	means Monday to Friday from 8:00 to 16:00 Central European Time except for the non-working days such as public holidays set by the laws of the Czech Republic;
Product Sheet	means a document, which is available at www.customerjourneyguide.com , and describes in detail the Customer environment, functionality of the Customer Journey Guide and the Service;
Service Failure Solutions	document which forms the Appendix No. 4 to these GTC, describing the procedure of solving service failures;
Service	means a service provided to the Customer by the Provider under the Contract, including a license to Customer Journey Guide, Customer Journey Guide maintenance and other related services, within the scope of the Contract and the Product Sheet where the range of services corresponds to the currently offered "packages" of the Services;
Contract	means a Service Contract concluded between the Customer and the Provider;
Contracting Parties	referring to the Customer and Provider together;
Security System	a description of securing the data that are stored in the Customer Journey Guide application a full description of which can be found at www.customerjourneyguide.com ;
Trial version of the Service	means a trial version of the Service, that is provided to the Customer for free and to a limited extent;

User	is a natural person to whom Customer creates the User Account;
User Account	means a user account in Customer Journey Guide to which the unique access code and password are assigned;
GTC	means these general terms and conditions;
Customer	person, who encloses the Contract with the Provider.

3. Method of Contract Conclusion

- 3.1. The Service including Trial version of the Service is provided to the Customer on the basis of the concluded Contract. These GTC are also an inseparable element of the Contract.
- 3.2. The Contract consists of the Order and is concluded on the date of signature of both Contracting Parties.
- 3.3. In case of conclusion of the Contract through the website, the delivery of a confirmation of the Order to the Customer's email that was mentioned in the Order, is the moment of conclusion of the Contract.

4. Provision of the Service

- 4.1. The Provider provides Customer Journey Guide on the internet address www.customerjourneyguide.cz and its subdomains.
- 4.2. The Provider undertakes to provide to the Customer the Services arranged in the Contract and to the extent of specification of Services in the Product Sheet and the Order.
- 4.3. The scope of the agreed Services (including the number of User Accounts) may be increased during the term of the Agreement upon Customer's request made through the Form. The amendment to the Contract becomes effective on the date of provision of the extended Service and this change is considered as an amendment to the Contract for the purposes of the GBC. The Provider is not obliged to accept the Customer's request to extend the scope of the Services.

5. Trial mode of the Services

- 5.1. The Provider may to the extent defined by the Provider enable the Customer through the website www.customerjourneyguide.com to test the Service in the Trial mode of the Services.
- 5.2. The Trial mode of the Services is provided to the Customer free of charge for the period specified in the Price list, unless agreed otherwise between the Parties.
- 5.3. While using the Trial mode of the Services the Customer may store data only for the purpose of verifying the functionality of the System. The Customer acknowledges that the Provider is not liable in any way for the availability and preservation of data stored by the Customer while using the Trial mode of the Services.
- 5.4. Prior to the expiration of the Trial mode of the Services, the Provider will allow the Customer to switch to the paid version of the Services and provide him with non-binding payment information. By paying the price the Service will be activated in the agreed scope and the data stored by the Customer in the Trial mode of the Service will be transferred to the full version of the Service.
- 5.5. If Customer does not switch to a paid version of the Service, the provision of the Trial mode of the Service will terminate upon expiration of the period for which it was provided to Customer.

5.6. The Customer hereby acknowledges that if the situation foreseen in Clause 5.5 of GTC occurs, the data stored by the Customer in the Trial version of the Service will be irretrievably deleted after the expiration of the period for which the Trial Mode of the Service was provided. The Customer will be notified of the impending termination of the Trial mode of the Service and on the deletion of data after termination by e-mail or through the portal of the Trial mode of the Service.

6. Term of the provision of the Service

6.1. The Contract determines whether it was concluded for a definite or indefinite period.

Unless the Contract contains a provision on its duration, it shall be deemed to have been concluded for an indefinite period.

6.2. If the Contract is concluded for a definite period of time, before the expiry of the period for which the Contract was concluded, the Customer will be provided with payment information to pay for the Service for the next period. In case of payment of the Service price according to the payment data, the Contract is extended by the originally agreed duration of the Contract.

7. Price

7.1. The Customer is obliged to pay the price agreed in the Contract for the use of the Service, based on delivered tax documents (invoices) issued by the Provider.

7.2. Invoices will be issued in electronic form with a maturity of 30 days from the date of delivery to the Customer's contact e-mail.

7.3. Price for the Services may be also paid through the online payment gateway located in the Customer Journey Guide.

7.4. Prices for Services are set according to the Price list valid as of the date of dispatch of the Order, or as of the date of the request for the extension of the Services pursuant to Article 4.3 of the GTC, and unless the Contract stipulates otherwise VAT is charged according to the applicable legal regulations.

8. Payment Terms

8.1. In case the Contract is concluded for an indefinite period, the billing period is a calendar month or a calendar year, or a proportional part according to the date of conclusion of the Contract. In case of a fixed-term Contract, the billing period is the period (number of months) for which the Contract was concluded.

8.2. If the Contract and / or its amendment regarding the extension of the Services is not in effect for the whole calendar month, the price for the Services is relatively reduced.

9. License

9.1. The Customer acknowledges that the Provider is in possession of all copyrights and other intellectual property rights to the Customer Journey Guide, the Customer is therefore required to use the Customer Journey Guide only within the scope of the license granted.

9.2. By entering into the Contract and / or on the day of providing the Above Standard Service the Customer acquires a non-exclusive license to the Customer Journey Guide.

9.3. The License is granted for the term of the Contract and applies to any updates or other modifications to the Customer Journey Guide performed by the Provider.

- 9.4. Customer and other rightful Users are not entitled without the written consent of the Provider to:
- a) modify in any way the Customer Journey Guide beyond the capabilities of the tools contained in the module;
 - b) translate into other programming or national languages or include it in another program product and spread the products thus generated;
 - c) to grant the right to exercise the Customer Journey Guide to other legal or natural persons;
 - d) to reproduce the Customer Journey Guide for the benefit of other legal or natural persons, and to distribute, rent, lend, display and dispose of such copies in a manner different from that permitted by the Contract or these GTC;

10. Above Standard Services (Joint development)

- 10.1. The Contracting parties may agree to provide Above Standard Services in the form of new functionalities or to extend functionalities on the basis of a sub-contract on the provision or provision of Above Standard Services. If necessary, the Customer will send the Provider a request for provision of the Above Standard Services through the Form. Upon agreement with the Customer the Provider will price the request and possible specifications of the request. The partial Contract for the Provision of Above Standard Services will be concluded at the moment when the Provider receives confirmation from the Customer of the acceptance of the conditions for the provision of the Above Standard Services.
- 10.2. Requirement to provide the Above Standard Services must include at least:
- a) specifications of the Above Standard Services; and
 - b) the preferred term for the provision of the Above Standard Services.
- 10.3. The Customer acknowledges that the license under this article is also provided to the Customer to the extent of 9 GTC as non-exclusive.

11. Availability of the Service

- 11.1. The Customer acknowledges that there may occur circumstances outside the Provider's control, which will affect the functionality of the Service or its availability for the Customers (e.g. failure of the Internet connection on the side of the Customer, natural disasters, attacks on the Provider's technical equipment and others). The Provider shall not be liable for any damage incurred to the Customer in connection with such events.
- 11.2. The Customer acknowledges and agrees that the Provider may cease providing of the Service temporarily, for serious reasons (e.g. in the event of a failure of the cloud back up service for Customer Journey Guide or third party, the need to prevent the cyber attack or in case of severe malfunction of the Customer Journey Guide, that needs to be dealt with by a necessary shutdown or during the regular maintenance). The shutdown of the provision of the Service shall be announced to the Customer immediately. The Provider undertakes to create a corresponding operational and security measures, which shall minimize the possible malfunction or restricted or full unavailability of the Service.
- 11.3. The Customer is entitled to a proportional discount of the Service's price, in case there is a shutdown of the Service longer than 14 consecutive days. The Customer has to claim the discount to 30 days from the day of making the Service available again, otherwise the claim for the discount expires.

12. Rights and Obligations of the Provider

- 12.1. The Provider undertakes to make sure the Customer Journey Guide is functioning and available in a way that the Customer is able to use it under the conditions resulting from the Contract and these GTC.
- 12.2. In case of some non-standard situation of the Service's functionality, the Provider shall proceed in accordance with the Service Failure Solutions document.
- 12.3. The Provider undertakes that the Customer's data will not be altered in any way and/or monitor or detect its concordance with the applicable law.
- 12.4. The Customer agrees that the encrypted Customer's data will be saved in case of providing the Service through www.customerjourneyguide.cz to a Microsoft Azure data storage provided by an external provider.
- 12.5. The Provider undertakes to ensure that all security measures for data management and the access to them are abided while provision of the Service.

13. Rights and Obligations of the Customer

- 13.1. The Customer undertakes to use the Customer Journey Guide only for the purpose defined in the Product Sheet.
- 13.2. The Customer undertakes to cooperate with the Provider on request during removal of the malfunction or during editing the Customer Journey Guide.
- 13.3. The Customer is obliged to meet the essential system requirements of the Service listed in the Product Sheet and/or on the website of the Provider labelled as the System Requirements.
- 13.4. The Customer is obliged to keep the access data to Customer Journey Guide in secret, not to tell them to anyone and to not give anyone access to them in any way. Further, the Customer is obliged to proportionally secure his/her technical equipment to minimize the risk of misuse of the access data to the User Account.
- 13.5. In case the Customer finds out that the Service can be accessible for third parties due to a leakage of information about the Service access, he/she is obliged to immediately notify the Provider via the Form.
- 13.6. The Customer is fully responsible for the use of the Service by the User, the actions performed by such Users and any data uploaded to the Customer's account. The Customer is obliged to ensure that all its Users follow the provisions of these GTC.
- 13.7. If the Customer experiences troubles with the availability of the Service, he is obliged to report this fact to the Provider without delay using the Form. The Provider is obliged to respond to such a Customer report within 4 hours in the event that the report was delivered until 2 p.m. of Central European Time, otherwise the next Business Day.
- 13.8. Should the Customer fail to comply with the Customer Journey Guide's security and access data security obligations, the Provider shall not be liable for any damage incurred by the Customer and the Customer shall be fully liable for any damage incurred by the Provider or the Customer or third parties.

14. User Account

- 14.1. Customer may have one or more User Accounts set up.

- 14.2. Each User Account may only be used by a single User. The Customer is not entitled to set up a User Account for a third party unless stipulated in the Contract or these GTC. Customer is not authorized to share User Accounts between multiple Users. However, the Customer may at any time transfer an unused User Account to a new User.
- 14.3. Each Customer may select one or more User Accounts to have administrator rights. When starting to use the Services on the website www.customerjourneyguide.com The User whose name and surname are filled in the registration form becomes the administrator. The administrator may perform the following operations:
- a) add, edit and remove User Accounts and set access rights to those accounts;
 - b) choose a different User Account to become an administrator.

15. Collaboration of the Contracting Parties

- 15.1. The Contracting Parties undertake to collaborate closely, in particular to provide to each other full, true and up-to-date information needed to proper performance of their obligations.
- 15.2. In order to perform the Contract optimally, the Contracting Parties are obliged to fulfil their obligations in a proper and timely manner so as to avoid any delays in fulfilling them. If any of the Contracting Parties is in delay with the fulfilment of its obligations, it is obliged to notify the other Contracting Party without undue delay of the reason of the delay and the expected date and method of its removal.
- 15.3. The Customer shall actively provide a collaboration in the scope necessary for the realization of the subject of the performance during performance of the Contract. In case that the Customer breaches the stated obligation of collaboration for period longer than 14 Business days, counted since the day when Provider was notified, the Provider is entitled to stop fulfilling its obligations, that were affected by non-provision of the collaboration and until the restoration of the collaboration. The established deadlines for performance of the obligations are proportionally prolonged for at least the period of its eligible shutdown in compliance with this provision. In case of the delay from the Customer's side according to this Article, that the Customer was demonstrably notified in a written form about and hasn't repaired the delay even in additional given period not shorter than fourteen (14) days, the Provider is entitled to withdraw from the Contract.

16. Prohibited Actions

- 16.1. The Customer undertakes that he/she will not upload, sent or store in any way the content to Customer Journey Guide that could contain software virus or other files and programmes which could destroy, damage or limit the functionality of the Provider's or other Customer's devices.
- 16.2. The Customer is not entitled to upload to Customer Journey Guide any content, the possession or distribution of which is illegal, content that is unlawfully intervening with the intellectual property of third party or is part to a criminal activity, or attempt to gain access to another Customer's User Account or the Provider's servers.
- 16.3. The Customer is not authorized to upload, post or otherwise store content, in particular individual photos and / or videos above 4 MB in the Customer Journey Guide. If this happens, the Customer will be informed

by the Provider of further action, in particular will be asked to optimize the files, or to keep the files in the given size provided the Price for Services is increased as requested by the Provider.

17. Sanctions

17.1. In case of Customer's delay in payment of the price for the Service, the Provider is entitled to interest on arrears of 0,1 % for every begun day of the delay. If the Customer is in delay with the payment of the charged amount for more than 30 days, the Provider is entitled to suspend or limit provision of the Service until the full payment of the claim. During the period of suspension or limitation of the Service, the Customer's obligation to pay the price for the provided Services remains.

17.2. In the event that the Customer demonstrably violated:

- i. the confidentiality under Article 20 of the GTC;
- ii. its obligations under Article 9.4 para. a), c), d), e) of the GTC;
- iii. obligation under Article 14.2. of the GTC; or
- iv. the obligation under Article 16.3 of the GTC by not optimizing the size of the files at the Provider's request or not paying the increased Price;

the Provider is entitled to claim a contractual fine in the amount of CZK 100,000 (one hundred thousand Czech crowns).

17.3. If the Customer demonstrably violated the obligation under Article 9.4. para. b) of the GTC, the Provider is entitled to demand payment of a contractual penalty in the amount of CZK 2,000,000 (in words of two million Czech crowns) and the Customer is obliged to pay the contractual penalty.

17.4. The contractual fine shall be payable on the 15th day after the delivery of the written payment request.

17.5. The right to compensation entitled to the eligible Contracting Party is not affected by payment of the contractual fine.

18. Limitation of the Damage Liability

18.1. The Contracting Parties agreed that the whole Provider's liability for any claim made on the basis of a legal relationship arising from the Contract and the total amount of the damage will not exceed and is limited up to the amount corresponding to the price of the Services provided to the Customer in the previous calendarial year. In case that the maximal damage cannot be defined by the previous sentence, the amount of the damage is limited by the Price paid by the Customer in the particular year.

18.2. The Provider is not liable for indirect damage caused as a result of provision of the Services, e.g. the loss of profits, loss of sales, loss of data, financial nor indirect, special or consecutive damage.

19. Protection of personal data

19.1. The Provider takes care of the protection of personal data and securing the data entrusted by the Customer during provision of the Services.

19.2. Information about processing of the Customer's personal data are provided in the Annex No. 2 of these GTC.

19.3. Regulation of the rights and obligation between the Provider, as the Data Processor, and the Customer, as the Data Controller of his clients and other persons, is provided in the Annex No. 3 of these GTC.

20. Protection of confidential information

- 20.1. During performance of the obligations arising from the Contract, there may occur an exchange of information between the Customer and the Provider, that is considered as confidential. All the information mutually provided, that are subject to commercial confidentiality pursuant to Art. No. 504 of the Civil Code, is also considered confidential. The exchange of information will be restricted only to the employees of the Contracting Parties, that will closely participate on performance of the subject matter of the Contract. Provided information will be used only to fulfil the obligations of the Contracting Parties under the Contract and these GTC conditions.
- 20.2. None of the Contracting Parties can tell or make available in any other way any information about conditions, subject or performance of the Contract nor any other information about proceedings related to the Contract or to the other Contracting Party, to any other third party, not even use it contrary to its purpose for their own use without prior written consent from the affected Contracting Party, with exception for such information that the Contracting Parties make public on the grounds of obligation imposed by law. The mentioned information is considered by both Contracting Parties as confidential and both Contracting Parties undertake to maintain this confidentiality to the fullest extent possible. The exception from maintaining confidentiality accordingly with the prior sentence of this Article is further applicable on information communicated to:
- a) employees, counsellors and other co-workers or sub providers of the Contracting Parties, bound by similar obligations of maintaining confidentiality;
 - b) employees of relevant state institutions and courts provided that the accessibility is required by laws or are otherwise legitimately required;
 - c) in case, that the information was already made available by relevant Contracting Party or was already generally known without any Contracting Party breaching its obligation;
 - d) people that are related to the Contracting Party pursuant to Art 74 and 77 of Commercial Code, in case that such communication is necessary for purposes of performance of obligations of the relevant Contracting Party and based on the Contract;
 - e) by the Provider or the Customer to its owner, whom it is obliged to report in the form of reporting on the company's actions.
- 20.3. Under the terms and conditions set forth in this Article and under the condition that this does not affect the rights and legitimate interests of the Customer, the Customer gives consent to the Provider to indicate the Customer's company as a reference in its press materials and promotion.

21. Amendments to the GTC

- 21.1. The Provider is entitled to propose amendments to the GTC, especially pursuing to changes in law and in order to improve the quality of the provided services and with respect to the Provider's business goals.
- 21.2. The Provider shall provide the Customer with information on the proposed amendments of the GTC at least 2 months before the proposed effective date of the proposed amendments, including information on the proposed effective date.
- 21.3. If the Customer does not reject the proposed amendment of the GTC in relation to the provided services at least 15 days before the proposed effective date, it shall be deemed to have accepted the proposed

amendment of the GTC with effect from the effective date proposed by the Provider. The amendment of the GTS applies to both new and previously provided services, unless the Provider specifies otherwise in the GTC.

22. Termination of the Contract

- 22.1. The Contract may be terminated by withdrawal from the Contract, by expiration of the agreed term of the Contract, expiration of the Trial version of the Service, unless the Customer uses the option to switch to the paid version of the Service or by agreement of the Contracting Parties.
- 22.2. In case that the Contract has been concluded for an indefinite period, the Customer may terminate it at any time without giving any reason. The notice period is three (3) months and it begins at the first day of the calendarial month after the delivery of the notice to the Provider.
- 22.3. The Provider is entitled to terminate the Contract at any time without giving any reason. The notice period is three (3) months and begins at the first day of the calendarial month after the delivery of the termination to the Customer.
- 22.4. In case that the Customer violates substantially or repeatedly the obligations set forth by the GTC or the Contract in the period of the last five (5) months, the Provider is entitled to withdraw from the Contract. The withdrawal comes into effect 24 hours after the delivery of the notice of withdrawal to the Customer. In the event of withdrawal from the Contract by the Provider, the Customer will be denied access to the User Account from the effective date of withdrawal, provided that the Customer will be allowed to export the data pursuant to Article 23 of these GTC.
- 22.5. For purposes of these GTC the following shall be deemed as substantial violation of obligations:
 - a) The Customer is more than 30 days in delay with the payment of the Price or its part:
 - b) there have been insolvency proceedings initiated against the Customer or he/she entered into liquidation; and
 - c) violation of obligations set forth in Articles 13.4, 16, 9.4 of the GTC.
- 22.6. The Provider does not refund the price for the performance already provided under the Contract.

23. Obtaining Data After Contract Termination

- 23.1. The Customer is entitled to export data stored in the Customer Journey Guide through the User Account into pdf and/or csv accordingly with the type of the Service for the period of 30 days from the day of the termination of the Contract.
- 23.2. After expiration of the period set forth in the previous paragraph, the data will be irretrievably deleted.

24. Final Provisions

- 24.1. The Contracting Parties are entitled to fulfil their obligations using third parties without written consent of the other Party, while being responsible as if they were fulfilling by themselves.
- 24.2. If it has been agreed between the Provider and the Customer that their mutual relations are governed by the GTC, their mutual relations will always be governed by the most current version of the GTC valid at the time of conclusion of the Contract.
- 24.3. In case of a conflict between the Contract, the Annexes and the GTC, the documents shall be applied in the following order: firstly, the Contract, then the Annexes and then the GTC.

- 24.4. Rights arising to the Customer from the Contract and these GTC shall not be transferred without prior written consent of the Provider. Rights arising from the Contract and these GTC to the Provider may be transferred to the Customer without prior consent.
- 24.5. If any of the provisions of the Contract is or will become invalid, unenforceable, apparent or ineffective, it does not affect the validity, enforceability or effectivity of the other provisions of the Contract or the GTC. In such case the Contracting Parties are obliged to put every effort to conclude the amendment to the Contract, by which an invalid, unenforceable or ineffective provision will be replaced by a new and relevant one corresponding to the originally intended purpose.
- 24.6. These GTC are governed by the Czech law. All disputes, that arise between the Provider and the Customer and which cannot be resolved in a preferably amicable settlement, will be decided by the relevant Czech court.
- 24.7. These Annexes are an inseparable element of these GTC:
Annex No.: 1 – Security System
Annex No.: 2 – Information about processing of the Customer's personal data
Annex No.: 3 – Processing of the third-party personal data
Annex No.:4 – Service Failure Solutions
- 24.8. These GTC come into force and effect on 1 April 2019.

Annex No.: 2 of the GTC

1. Information About Processing Personal Data

- 1.1. In terms of GDPR, the Provider has a dual role, namely the role of the Data Controller (in relation to Customer's personal data, e.g. its representative) and the Data Processor (in relation to persons whose Customer's personal data is stored by the Customer Journey Guide), and as a Data Controller informs the Customer about processing of his/her identification and contact details (including personal data of his/her representative).

2. Purpose of Processing

- 2.1. The Provider processes and stores the Customer's personal data for the purpose of performance of the Contract ("**Purpose of Processing**") under the terms and conditions within the limits set by applicable law.
- 2.2. The legal title for processing is the necessity of processing for the performance of the Contract, fulfilment of the legal obligation (e.g. keeping accounting documents) and the legitimate interest (Art. 6 (1) (b), (c) and (f) of GDPR). The legitimate interest is based in particular on retention of certain data for the purposes of the possible exacting of property claims.

3. Processing of Personal Data Term

- 3.1. Customer's personal data are processed for a maximum period necessary to fulfil the Purpose of Processing, i.e. at least for the duration of the Contract, and for the period during which the Customer is obliged/entitled to store the data pursuant to generally binding legislation.

4. Personal Data Recipients

- 4.1. The Customer's personal data recipients are in particular the Provider's contractual partners providing the accounting, tax agenda, IT management, attorneys and legal representatives and public authorities within the legal scope.

5. Customer's Rights as Data Subject

- a) the right to be informed of the processing of their personal data;
- b) the right to the access to their personal data;
- c) the right to require the Provider to correct, erase, limit the processing of their personal data;
- d) the right to object to the processing;
- e) the right to obtain their personal data (for their portability); and
- f) the right to file a complaint with the Office for Personal Data Protection.

6. Provider's Contact Details as Data Controller

- 6.1. Customers may contact the Provider about personal data protection through following contact details:
 - a) e-mail: [];
 - b) in written form to the Providers address.

Annex No.: 3 of the GTC

1. Processing of Personal Data

- 1.1. During providing the Services, the third parties personal data (“**Data Subjects**”) that are entered into the Customer Journey Guide by the Customer are processed under the Contract and these GTC. For the purposes of the GDPR, the Customer acts as the Data Controller of the Data Subject’s personal data and the Provider as the Processor, and the relations between them are governed by this Annex No. 3 of these GTC.
- 1.2. The Provider is entitled to process the Data Subject’s personal data for the purposes of performance of the actions under the Contract, in particular the identification and contact details.

2. Method of Personal Data Processing

- 2.1. The Provider is entitled to process personal data of the Data Subject on behalf of the Customer as described in the following:
 - a) the method of the processing: personal data may be processed by nonautomated, semi-automated and automated way;
 - b) the period of the processing: for the entire duration of the Contract and for a period of 1 year of the termination of the Contract, unless the Contracting Parties agree otherwise;
 - c) the nature of the processing: according to specific rules under the Contract and written instructions from the Customer;
 - d) the purpose of the processing: to perform the Contract; and
 - e) the Data Subject’s categories: Customer’s clients and other persons.

3. Provider’s Statement

- 3.1. The Provider declares and guarantees to the Customer, that appropriate technical and organizational measures were taken, so that the processing of the personal data is in compliance with all the requirements of the GDPR and related personal data security legislation to secure the protection of the Data Subject’s rights.
- 3.2. At the same time, the Provider shall also ensure that the statement has been also abided even in case of the processing of personal data through any by him/her authorized representative and/or other processors who the Provider engages to processing of personal data in compliance with the Contract (“**Another Processor**”).

4. The Provider’s Rights and Obligations

- 4.1. The Provider is obliged to abide the instructions of the Customer and process the personal data only for the purposes and in the scope necessary for performance of the actions under the Contract. The Provider is obliged to immediately inform the Customer in case that he finds any certain instruction violating the legislation.
- 4.2. The Provider is also obliged to:
 - a) keep the confidentiality about personal data, even after the expiration of the Contract;
 - b) process the personal data only in the scope necessary for the proper performance of actions under the Contract;

- c) store personal data obtained for different purposes separately; and
 - d) process personal data in such way to ensure sufficient protection of personal data, including protection from unauthorized or unlawful processing and accidental loss, destruction or damage by relevant technical or organizational measures corresponding the method of processing of personal data.
- 4.3. The Provider is obliged to prove to the Customer on the basis of his/her written request, that during the processing of Data Subject's personal data, he/she abides all obligations set forth by this Contrat, GDPR and related legislation. The Provider undertakes to let the Customer, or another person entrusted by him/her to carry out a control of these obligations at the Provider's premises.
- 4.4. The Provider undertake, within the scope of his/her possibilities, to provide the Customer with cooperation during the performance of the Customer's obligations.

5. Violation of Protection of Personal Data

- 5.1. In connection with violation of protection of personal data and/or in case of any security incident, the Provider is obliged to immediately notify the Customer of the defected violation to the contact email.
- 5.2. Furthermore, the Provider undertakes to provide the Customer with the necessary cooperation in reporting the violation of security to the Office for Personal Data Protection or to inform the Data Subject.
- 5.3. The Provider undertakes to take the measures to minimize the impact of the violation of security of the rights of the Data Subjects.

6. Customer's Rights and Obligations

- 6.1. Customer is entitled to require the Provider to demonstrate fulfilment of obligations, including appropriate technical and organizational measures, to ensure and be able to demonstrate that the processing of personal data is performed in accordance with this Contract, in accordance with the GDPR and other related legislation.
- 6.2. The Customer is entitled to carry out an audit of personal data protection with the Provider and the Provider is obliged to provide cooperation in the framework of the audit of personal data protection and control by the Customer and/or the auditor authorized by the Customer. The term of implementation, scope and other conditions of the audit are subject to prior agreement between the Contracting Parties.
- 6.3. The Customer undertakes to provide the Provider with cooperation in fulfilling its obligations under the GDPR and related legislation on protection of personal data.

7. Obligations of the Contracting Parties to Data Subjects

- 7.1. The Customer is obliged to provide the Data subjects with all rights they have against him.
- 7.2. If the Data Subject turns to the Provider with his/her request, the Provider is obliged to forward the request of the Data Subject to the Customer without undue delay and inform the Data Subject about the handover of the request to the Customer.
- 7.3. The Customer undertakes to provide the Provider with cooperation in fulfilling his/her obligations under the GDPR and related legislation on protection of personal data.

8. Involvement of other persons in processing

- 8.1. The Provider is entitled to involve one or more Other Processors without prior written consent from the Customer.
- 8.2. The Provider is liable to the Customer in full extent for the breach of the obligations of the Other Processor
- 8.3. The Provider is obliged to ensure that his/her employees and/or Other Processors, in particular any other person designated by him to process personal data for the Provider:
 - a) have been duly and thoroughly advised of the rights and obligations related to the processing of personal data;
 - b) have been bound by the duty of confidentiality of such data, even after the termination of their legal relationship with the Provider;
 - c) comply with accepted technical and organizational measures and conditions for the processing of personal data under this Contract; and
 - d) have been obliged to fulfil the obligations under this Contract at least to the same extent as the Provider.

Annex No.4 of the GTC

1. Defects and Problems Solving

1.1. Definitions:

Critical Problem represents a complete malfunction of all or part of the Customer Journey Guide that is supported, for the purposes of this annex.

Serious Problem represents a condition of the Customer Journey Guide or its part enabling performance of essential operational functions but with significant processing speed limitations or under extraordinary operational measures, for the purposes of this annex.

Problem represents all defects supported by the Customer Journey Guide not included in any of the above categories, for the purposes of this annex.

1.2. During the provision of the Service by the Provider, the Customer may experience problems in operating the product, which can be divided into three categories according to the severity (urgency) with the priorities:

- a) Priority No. 1 – Critical problem
- b) Priority No. 2 – Serious Problem
- c) Priority No. 3 – Problem

1.3. Categorization of a problem to the appropriate priority is communicated to the by Customer's authorized employees on the basis of notification of a problem made by the Users through the Form. The Customer is obliged to state the contact person including their telephone number.

1.4. The Provider undertakes to respond to any request under article 1.4 hereof within the deadlines set forth below from the moment of receiving a notification of the Customer's problem, as specified below. The Provider's response to a received system problem means confirmation of receiving of a problem report and of taking measures to remove the reported problem. The Provider is entitled to discuss the reported problem with the contact person and, after discussion, to change the category (severity) of the reported problem. The Contracting Parties have agreed that the operational rules and mechanisms will be specified during the implementation of the subject of performance and will be confirmed by both Contracting Parties in the Implementation Protocol.

1.5. Initiating a complaint solution for all categories of urgency defections means that the Provider's employee informs electronically via the Customer Journey Guide or by telephone the Customer's contact person specified in the complaint report:

- whether the warranty claim is recognized as justified complaint in the category of urgency given by the Customer,
- or whether it is another urgency (severity) category warranty claim,
- or ask additional questions in order to illuminate the problems with the Customer Journey Guide,

- or it is an unjustified warranty claim, or whether any other additional information is needed to verify it,
- or hand over of the problem to a third party to resolve it

and at the same time, suggesting further approach, either by providing an acceptable solution to the problem or by commencing work to remove or locate a claimable defect.

- 1.6. The Customer will receive information about the properly claimed complaints after a professional assessment, no later than by a specified deadline according to the individual category, in the form of a response in the Customer Extranet.

The Customer will be in case of necessity informed, whether his claim has been recognized as:

- Justified warranty claim in urgency category Priority 1, 2 or 3,
- Unjustified warranty claim,
- or whether additional information is needed to deal with it.

In case of a justified warranty claim, the Customer will be informed of the method of solution and the expected date of distribution of the repair.

In the event of an unjustified warranty claim, the correct procedure will be explained.

- 1.7. The Provider guarantees to the Customer a response within these deadlines from the moment of receiving the problem report:

a) Priority 1 – Critical Problem:

Provider's telephone response to the Customer's accepted problem - the start of the solution will begin within 4 hours if the report was delivered by 2 pm Central European Time, otherwise the next Business Day. In the event of a defect in the delivered software, the Provider shall agree with the Customer on the method and deadline for removal of the defect, however, no later than in 3 Business days, either by removing the defect or by bridging it in an alternative manner that ensures basic functionality so that the condition does not meet the definition of a critical problem or a serious problem.

b) Priority 2 – Serious Problem:

Provider's telephone response to the Customer's accepted problem - the start of the solution will begin within 4 hours if the report was delivered by 2 pm Central European Time, otherwise the next Business Day. In the event of a defect in the delivered software, the Provider shall agree with the Customer on the method and deadline for removal of the defect, however, no later than in 5 Business days, either by removing the defect or by bridging it in an alternative manner that ensures basic functionality so that the condition does not meet the definition of a serious problem.

c) Priority 3 – Problem:

Provider's telephone response to the Customer's accepted problem will begin within 4 hours if the report was delivered by 2 pm Central European Time, otherwise the next Business Day. Within 10 Business days, the Customer will either be provided with an alternative guidance on how to solve

the problem, or a date of convening an analytical meeting will be announced at which the problem will be evaluated by both Contracting Parties and a way to resolve it will be proposed.

- 1.8. When reporting the problem, a contact person will be listed for communication to help resolve the problem.
- 1.9. Reporting the problem, i.e. how and when the problem is manifesting, needs to report on the process that led to the problem and should be documented (if possible) by faithfully describing the error messages or by faithfully describing the input and output (s) or outcome. The problem is deemed resolved if the Provider resolves that request and informs the Customer and the Customer does not object to it within 10 business days. The Customer's employee will confirm or make remark on the resolving method within 3 business days of entering the information on the method of resolving by the Provider. The Provider shall ensure that all employees of the Customer who are designated by the Customer as contact persons are automatically informed.
- 1.10. The Customer's objections under the previous paragraph shall be deemed to be a problem report under Article 1.5. and the new deadlines for the Provider's response pursuant to Article 1.9. of this Annex shall be used.
- 1.11. In case that the problem is not caused by the Provider's fault or defect of the work, the Provider has the right to charge duly documented costs associated with the identification of the problem and its possible repair.
- 1.12. Designated representatives of the Contracting Parties are obliged to respond within 5 Business days to other types of requests submitted in the customer extranet. If the Customer's representative does not respond to the Provider's opinion within the specified period, it is considered that the Customer agrees with the proposal and the Provider is entitled to conclude the request.