
CONTRACTUAL ARRANGEMENTS
dated 25 April 2018

1. INTRODUCTORY PROVISIONS

- 1.1. The Contractual Arrangements (“**Contractual Arrangements**”) of a company DuPonti s.r.o., a limited-liability company registered in the Commercial Register administered by the Municipal Court in Prague, section C, file 224082, with registered office Kaprova 42/14, Staré Město, 110 00 Praha 1, company reg. No.: 028 09 931 (“**Provider**”) regulates, in accordance with § 1751 par. 1 of Act No. 89/2012 Coll., the Civil Code, as amended, mutual rights and obligation of contractual parties arising out of or based on the agreement on the use of a software specified below concluded between the Provider and another person (“**Customer**”) through the Provider’s software user Interface (“**Agreement**”).

2. DEFINITION OF TERMS

- 2.1. The capitalized terms listed in these Contractual arrangements have the following meaning:

- “Accompanying aspects”** means any functional and user options made available by the Provider through the Account which are not directly related to achieving the Purpose of the Service, such as the competitions, sale offers, ads, affiliate links and banners etc.
- “Account”** means customer interface established and available for a Customer from the Website after entering login credentials.
- “Activation”** means the moment when the last of the following events occurs:
- the Customer provides the Provider with all the information required by the Provider in the Registration process;
 - the Customer sends an application for access to the customer Account to the Provider and simultaneously presses the relevant button by which the Customer confirms their will to enter into the Customer Account and the Customer then expresses their consent with these Contractual Arrangements and with the terms of the Providers of support services displayed in the Process of registration;
 - The User duly pays the Package price.
- “Affiliate Program”** means partnership (affiliate) program which can be disclosed in connection with the Website.

“Applicable regulations”	<p>means a set of regulations and standards the Customer shall comply with, in particular</p> <ul style="list-style-type: none"> ➤ these Contractual arrangements; ➤ Conditions of Providers of support services related to the Service; ➤ legal regulations of the governing law.
“Contractual arrangements”	<p>means these Contractual arrangements, which are at the same time general conditions of use of the Service, the Software and any and all Other services.</p>
“Data”	<p>means all data, files or other information created by the Customer or originated for the Customer in connection with the use of the Service or created, used or stored by the Customer as part of the Service made available by the Provider.</p>
“Domain”	<p>means the domain name, through which the Customer access to the Account.</p>
“Duration period”	<p>means the time from Activation to the end of the calendar month following the month when Activation or prolongation referred to in par. 14.2 occurred.</p>
“Email address”	<p>means an email address of the mailbox managed by the Customer, which the Customer enters in the Registration process or which the Customer entered in the Account settings as the contact address (depending on which information was provided later).</p>
“Force Majeure”	<p>means any act, event or state that is outside the sphere of influence of the Provider (e.g. hacker attacks or dissemination of computer viruses) and that disables or impedes proper operation or functionality of the Service or Other services, including cases of failure to fulfil obligations on the side of Providers of support services.</p>
“Highlighting”	<p>means right of some of the Customers to promote his/her profile or to make it exclusive within the search results.</p>
“Information”	<p>means all information which the Customer has entered in the Registration process and information provided by the Customer to the Provider any time after activation (with the exception of Data).</p>
“Legal office or Attorney”	<p>means Legal Partners, advokátní kancelář s.r.o., a limited-liability company registered in the Commercial Register administered by the Municipal Court in Prague, section C, file 288364, company reg. No.: 06758967, VAT No.: CZ06758967, any employee of this company or a collaborating attorney, provided that any of these persons communicate via the email address ending by @legalpartners.cz;</p>

"Other service(s)"	means services and functionality of the Software made available to the Customer in its Account through the Website after the day of Customer's expressing consent with these Contractual arrangements.
"Partner"	means a Customer registered into the Affiliate Program;
"Plan" or "Plans"	means a particular set of rights assigned to certain categories of Customers; some of the Plans might be for free, while others might be paid.
"Providers of support services"	any of the entities whose services are used for the operation or provision of the Service (e.g. it means providers of services or manufacturers of product or devices of hardware character that are necessary for launching the Service, for proper functionality of the Software and for the fulfilment of the Purpose of the Service); in particular, this means, but is not limited to, providers of telecommunication services as services of electronic communications within the meaning of generally applicable legal regulations which enable transfer of electronic signals.
"Purpose of the Service"	the purpose of the Service is to enable the Customer to access the Account.
"Registration process"	means Customer's procedure leading to registration into the Service which <u>starts</u> with entering the data on the Website and <u>ends</u> with the Activation.
"Related parties"	means parties related to the Provider or parties acting in concert with the Provider and the company Devero International Limited (Hong Kong).
"Service"	means provision of the possibility to use the functionality made available to the Customer in its Account in accordance with the Purpose of the Service, under conditions stipulated in these Contractual arrangements.
"Software"	means software whose user interface (front-end) is made available to the Customer on-line through the Internet on the Domain;
"Successor contractual arrangements"	means draft contractual arrangements published in the Duration period on the Website, which in terms of subject-matter and scope of regulation are to replace these Contractual arrangements and their date of publication is more recent.
"Website"	means the website and the content displayed under the Domain.

1.1 Interpretation provision. Unless stipulated otherwise in these Contractual arrangements or unless it follows from the meaning of a particular provision, then any time when these Contractual arrangements regulate the use of "Service", such provision includes, based on the will of the Parties, also the use of "Other service(s)";

2.2. Third-party rights. The Parties agree that Provider's rights arising from these Contractual arrangements are also agreed to the benefit of Devero International Limited (Hong Kong). For the avoidance of any doubt, the Parties agree that where rights arise from these Contractual arrangements for the Provider, such rights may also be asserted by Devero International Limited (Hong Kong), unless contrary to the nature of such right.

2.3. Personal data. The privacy and Customers' personal data protection policy is included in a separate document.

3. SUBJECT-MATTER OF THE CONTRACTUAL ARRANGEMENTS

3.1. The subject-matter of these Contractual arrangements is regulation of the contractual relationship between the Provider and the Customer, stipulation of mutual rights and obligation of the Parties with respect to the Service, and stipulation of conditions under which the Provider will allow (assuming the absence of Force Majeure) the Customer to access and use the Service.

4. SERVICE

4.1. Accompanying aspects of the Service. Since Accompanying aspects are not directly related with achieving the Purpose of the Service, the Customer is solely liable for their use and the manner of their use.

4.2. Other services. The Customer may use login credentials for the Service (Account) also for the purpose of use of any Other services.

5. LIMITS OF THE SERVICE

5.1. Limitations, maintenance. Provider reserves the right to limit temporarily and for a necessary time access to the Service, mainly due to performing updates and maintenance of the Service, including technical shut-downs. As a result of this, some or all the essential features of the Service may not work for a temporary period and, for example, delays may occur in delivering emails, SMS or MMS messages, etc.

5.2. Force Majeure. Due to the fact that proper operation and functionality of the Service is subject to proper provision of services by Providers of support services and proper functionality of their products, the Parties to these Contractual arrangements are aware and agree that should an event of Force Majeure occur, access to the Service may be limited for a certain period. The Provider shall take measures it considers feasible and efficient to eliminate negative consequences of any event of Force Majeure. However, the Provider does not assume any liability for negative consequences of an event of Force Majeure since the origin of such event is entirely outside the Provider's capability to intervene.

5.3. Threat of punitive obligation. Should the Provider face, at any time in the future, any punitive or fee obligations from the side of a third party in connection with the Service, the Provider expressly reserves the right to limit Customer's access to the Account, the Service or the Accompanying aspects of the Service.

6. REGISTRATION, ACCESS TO THE SERVICE

6.1. Information. The Customer agrees to provide the Information requested in during the registration truthfully, accurately and completely; should such Information become outdated or inaccurate during using the Service, the Customer shall inform about this fact and at the same time provide up-to-date true, complete and accurate Information. The Customer is liable for outdated, incorrect or incomplete Information about the Customer.

6.2. On-line access to the Service. After registration, the Provider shall enable the Customer to access the Account and use the Service within the Account. The Customer undertakes to **(i)** use only the Website to access the Service; **(ii)** use and

manage the Service only via the Account. The Customer undertakes not to use any tools and interfaces to access the Service other than the interfaces made available by the Provider on the Website.

6.3. Login Credentials. The Customer acknowledges and agrees that it is solely responsible

6.3.1. for the security (keeping confidential) of principal login credentials to its Account and access to the Service;

6.3.2. for careful consideration whether, to whom and to what extent allow access to the functionalities of its Account using secondary login credentials;

6.3.3. for all acts and any administration or control of the Account or Service that will be carried out through the Customer's Account or using Customer's login credentials;

6.3.4. for all uses of the Service.

6.4. Abuse of login credentials. Should the Customer learn about an unauthorized use of its login credentials, unauthorized access to the Account (or to any functionality of the Account) or any unauthorized use of the Service, it shall immediately inform the Provider.

6.5. Limitation of Provider's liability: The Provider shall not be liable for any interventions, losses, defect or damage arisen from unauthorized access or use of the Account.

7. PERMITTED USE OF THE SERVICE

7.1. Permitted use. The Customer agrees to use the Service and the Accompanying aspects only in such manner and to such purposes that are consistent with the Applicable regulations.

7.2. Business benefit. The Customer agrees not to reproduce, duplicate, copy, disseminate, sell, trade the Service or any of its parts, mediate its sale or use for payment or other property benefit provided by third parties for any purpose without express prior agreement with Provider. Furthermore, the Customer agrees not to create or enable creating of any derived works of products from the Service or its parts. Limitation according to this paragraph does not relate to the Customers who gains benefit through Affiliate Program.

8. OBLIGATIONS OF THE CUSTOMER AND THE PROVIDER

8.1. The Customer undertakes to:

8.1.1. provide the Provider with all Information truthfully, accurately and completely;

8.1.2. use only interfaces permitted by the Provider to access the Account and keep in secrecy login credentials for the Account or any access or identification data enabling the use of the Service;

8.1.3. provide the Provider, at its request and in the specified time period, with other information or data that may be required in connection with the Service after Activation;

8.1.4. refrain from using the Service in a manner reducing the value of the Service or harming or threatening to harm the reputation of the Service the Provider or a Related party;

8.1.5. refrain from using the Service in a manner exhibiting signs of illegal conduct or in a manner aiding or allowing commitment of conduct exhibiting the characteristics of an offence or crime;

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- 8.1.6. refrain from using the Service contrary to paragraphs 6.2 of these Contractual arrangements;
 - 8.1.7. refrain from using the Service in a manner that is inconsistent with the Applicable regulations or that would lead to consequences prohibited by the Applicable regulations;
 - 8.1.8. refrain from using the Service in a manner that affects or could affect, in violation of the Applicable regulations, any third-party rights, in particular, but not limited to:
 - fundamental rights and personal freedoms guaranteed by constitutional laws;
 - third-party personal and property rights;
 - third-party copyright or copyright-associated rights or third-party appellation rights;
 - third-party rights to respect for private and family life, home and correspondence;
 - 8.1.9. refrain using the Service in an unfair manner;
 - 8.1.10. observe the license conditions referred to in these Contractual arrangements.
- 8.2. The provisions in sub-paragraphs 7.1.4 to 7.1.10 shall apply by analogy to the use of Accompanying aspects of the Service by the Customer.
- 8.3. The Customer further undertakes to
- 8.3.1. use the Account and the Service only in such manner and extent so as not to incur damage in the event that the Provider uses any of its rights under these Contractual arrangements or Applicable regulations;
 - 8.3.2. regularly back up (without any prior notification by the Provider), to its own data carriers, Data the loss of which could cause any material or non-material harm to the Customer; the regularity of the obligation to back up Data depends in each single case on the purpose for which the Customer uses the Service, and on Customer's reasonable consideration.

9. TERMINATION OF ACCESS

- 9.1. The Provider may at any time cancel Customer's Account, prevent or restrict Customer's access to the Service and prevent their use if:
- 9.1.1. the Customer does not pay a fee within some of the offered Plans or let the paid Plan expire without further payment;
 - 9.1.2. the Customer violates any of its obligations referred to in par. 7.1, 7.2 and 7.3 of these Contractual arrangements or another obligation it has under the Applicable regulations in relation to the Service;
 - 9.1.3. the Customer has not used the Service or accessed the Account for a period of one (1) year after Activation;
 - 9.1.4. there is a termination of the contractual relationship with the Customer under these Contractual arrangements;
 - 9.1.5. it is required by the Applicable regulation or ordered by a public authority, an administrative authority a court or an arbitral tribunal; or

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- 9.1.6. the Provider deems this appropriate with regard to the protection of interests of the Provider or a Related party.

10. CONTENT

- 10.1. The Service only represents a platform (tool) that enables achieving the Purpose of these Contractual arrangements; however, the Customer shall be fully liable for the manner of use of the Service and the Data, because the manner of use is fully in its sphere of influence. The Customer is liable for any defective manner of use to the Provider and to any third parties that could possibly be the injured parties as well as to and public authorities or administrative authorities.
- 10.2. Therefore, the Customer acknowledges and expressly agrees that
- 10.2.1. it is solely liable for all Data it has access to while using the Service because only the Customer decides on the manner of using the Service and whether or how the Data are obtained and handled in accordance with the Applicable regulations or not;
 - 10.2.2. the Customer shall be solely liable for all Data the Customer creates, displays, sends or stores via the Service, and the Customer expressly agrees that the Provider shall not and cannot assume any liability in connection with the Data.
- 10.3. The Parties mutually agreed that due to the nature of the Service, Customer's Data are not subject to copyright protection (they are not a unique result of Customer's creative intellectual activity). In case that any of the Data is capable of copyright protection, the Customer provides a nonpaid license (right to use) to such Data in favour of the Provider and the Related parties whereas the license is lasts (i) for the time period of the property rights of the Customer to such Data; (ii) for the territory of the whole known world and (iii) for the purposes of all know means of use of copyrighted work as know as at the day of issuance hereof.

11. SOFTWARE SUB-LICENSES

- 11.1. Use of the Software. Due to the nature of the Software as a copyright work, the Customer is hereby granted with authorization to use the Software to the extent and under conditions stipulated in this Article 10.
- 11.2. As-is. The Software is provided to the Customer as-is. The Customer may not have claims against the Provider in terms of liability for defects or liability for damage.
- 11.3. Licensing conditions. The Sub-license is granted as non-transferable and non-exclusive, valid in all the countries worldwide. The provisions of the Contractual arrangements regulating the use of the Service are at the same time related and inseparable contractual arrangements applicable to the use of the Software. Violation of the Contractual arrangements in provisions regulating the use of the Service constitutes at the same time a violation of licensing conditions to the Software with the same consequences and gives rise to the same rights on the side of the Provider.
- 11.4. Extent of the Sub-license. The Sub-license is provided only to manners of use that (cumulatively):
- 11.4.1. follow from these Contractual arrangements;
 - 11.4.2. are known in the governing law;
 - 11.4.3. are necessarily required to achieve the Purpose of the Service or use of Accompanying aspects of the Service.
- 11.5. Duration. The Sub-license is granted for the period of duration of the contractual relationship established by these Contractual arrangements.

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- 11.6. Consideration. The Sub-license is granted (i) in its basic variant for free (i.e. the lowest Plans and trial Plans are offered for free for a limited time period); (ii) in its higher functionality variant for certain consideration, whereas the amount of the consideration equals to the price of the chosen Plan.

12. PLANS AND HIGHLIGHTING

- 12.1. After Activation, the Customer has an access to the Service and the Software within the lowest variant thereof, which is usually first (free) Plan. Duration of the first (free) Plan is usually time limited for a couple of days. On the Plans Overview within the Account, the Customer can see how long the free Plan lasts and what rights are assigned to the first (free) Plan.
- 12.2. On the Plans Overview within the Account, the Customer can see also what rights are assigned to the higher (paid) Plans and how much the higher (paid) Plans cost.
- 12.3. Some Customers have right for Highlighting his/her profile. By Highlighting we mean a right of particular Customer to promote his/her profile (which means that the profile will be displayed at the very top of the search results) and to make his/her profile exclusive (which means that the profile will always be displayed to users before they will be allowed to continue with their searches).
- 12.4. Payments for Plans can be set as a recurring payments (subscription based payments). In such case, the Customer can always cancel his/her subscription in his/her the Account (Menu: Settings)
- 12.5. The Customer has right to get the paid money back only in case the Customer proves that the payments were made by third party while committing a crime. If the Customer decides not to use the Website anymore or to delete his/her profile, such cases does not constitute a money back right.

13. AFFILIATE PROGRAM

- 13.1. The Customer who has registered into the Affiliate Program is "Partner". The Partner has right for a commission from payments received by the Provider from Customers who will come and registered to the Website via affiliate link of the Partner and (such Customers) paid any of the (paid) Plans or Highlighting.
- 13.2. The commission is paid the Partner upon Partner's request but not before the gathered commissions reach at least the minimum amount set by the Provider. Costs for some payment methods might be borne by the Partner. The Provider states more details about affiliate cooperation within the Affiliate Section or anytime upon the request of the Partner.

14. DURATION PERIOD AND SUCCESSOR CONTRACTUAL ARRANGEMENTS

- 14.1. Force and effect. Except provisions in par. 14.2 and 14.3 (whose force and effect is not limited by time), these Contractual arrangements govern the legal relationship between the Provider and the Customer and Provider for the Duration period.
- 14.2. Prolongation. If no Successor contractual arrangements are published in the Duration period on the Website, the Duration period of the contractual relationship between the Provider and the User governed by these Contractual arrangements is prolonged until the end of the following calendar month, and such prolonged period of time is considered to be the Duration period under these Contractual arrangements.
- 14.3. Successor contractual arrangements. In the event that in the Duration period Successor contractual arrangements are published on the Website, the force and effect of these Contractual arrangements terminate with the expiration of the Duration period; before the expiration of the Duration period the Customer may unilaterally withdraw from these Contractual arrangements.

The Parties agree that after the expiration of the Duration period of these Contractual arrangements it is possible to use the Service (or, where applicable, also Other services) only under conditions stipulated in the Successor contractual arrangements of the most recent publication date.

The Parties agree that in the event that the Customer logs into, after the Duration period of these Contractual arrangements, the Account or otherwise uses the Service or Other services, it shall be deemed that the Customer also expressed, by means of this factual act, consent with the Successor contractual arrangements of the most recent publication date and its will to be bound by them.

15. TERMINATION

- 15.1. The Customer may terminate the contractual relationship established by these Contractual arrangements at any time without cause, by sending a notice of termination to the Provider's address. To avoid misunderstanding: in case that the Customer terminates the contractual relationships, then the already paid contributions for any and all Plans are to be kept and received by the Provider.
- 15.2. The Provider may terminate the contractual relationship established by these Contractual arrangements at any time without cause and without a notice period. Should reason for such a termination is found in the Customer's breach of some of the duties arising hereunder, such a Customer can be immediately blocked; the already paid contributions of such a Customer are to be kept and received by the Provider.
- 15.3. The contractual relationship terminates with the effect of the termination notice, which occurs at the moment of delivery of the termination notice to the other Party.
- 15.4. Where the access to the Service is terminated for any of the reasons referred to in Article 9 above, the contractual relationship between the Parties established by these Contractual arrangements also terminates.

16. PROVISIONS IN CASE OF OBLIGATION TO COMPENSATE DAMAGE

- 16.1. Damage incurred by the Customer in connection with the Account or Service. Should any court or another authority with the power to issue binding decisions or findings initiate, under the applicable procedural regulations, proceedings against the Provider the subject of which is an assessment of the Provider's or liability for damage caused to the Customer, for all such cases a summary upper (maximum acceptable) limit of the Provider's liability is agreed as the price of the first paid Plan.
- 16.2. Damage incurred by a third party in connection with the Account or Service. Should any court or another authority with the power to issue binding decisions or findings find the Provider liable for damage incurred by any third party in connection with the use of the Account or Service by the Customer contrary to the Applicable regulations, then
 - 16.2.1. the Customer hereby assumes an obligation to compensate the damage caused to the third party, and undertakes to compensate the damage to such third party; or
 - 16.2.2. where the Provider have already compensated damage to the third party, the Customer undertakes to reimburse the Provider (depending on who paid the amount), also for costs incurred in this respect, within 3 days of sending a notification of emergence of such obligation to the Customer's Email address.

17. OTHER PROVISIONS

- 17.1. Severability. Should any provision of these Contractual arrangements become invalid or unenforceable or should it be found as such by a competent court or any other

authority with the power to issue binding decisions or findings, this fact shall not affect the validity or enforceability of other provisions; however, the Customer in such case undertakes to negotiate with the Provider without undue delay (but no later than within 5 days of the Provider's notice) a new agreement, a valid and enforceable one, the purpose of which will, if possible, correspond to the original provisions or will at least aim to achieve the purpose that is the closest to the original provision.

- 17.2. Language version, governing law. Since some essential technical aspects of the Service are located in the Czech Republic, these Contractual arrangements are governed and construed in accordance with the laws of the Czech Republic. In the event of a litigation with Provider, it is agreed that the District Court in Prague 1 shall have territorial jurisdiction.

18. EXPRESSION OF CONSENT WITH CONTRACTUAL ARRANGEMENTS

- 18.1. The Customer expresses its will to be bound

18.1.1. by these Contractual arrangements by clicking the button representing consent and adherence to the Contractual arrangements (or by checking the respective box, which is without any doubt attributed the meaning of Customer's consenting act);

18.1.2. by the Successor contractual arrangements by logging into the Service for the first time in accordance with par. 14.3 above.

- 18.2. The Provider expresses its will to be bound by these Contractual arrangements by publishing them on the Website.

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