

# Tracklife.eu Terms and Conditions

business company

**StoreProof s.r.o.**

with its registered office at U Řeky 600, 720 00, Hrabová, 720 00 Ostrava

**Company ID:** 056 78 277

**Tax ID:** CZ05678277

registered in the Commercial Register kept by the Municipal Court in Ostrava, file no. No. C 68824

for the provision of promotional services through the website [www.tracklife.eu](http://www.tracklife.eu)

## 1. INTRODUCTORY PROVISIONS

1.1. In accordance with Section 1751 (1) of Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as the “**Civil Code**”), these Terms and Conditions (hereinafter the “**Terms and Conditions**”) regulate mutual rights and obligations between StoreProof s.r.o, with its registered office at U Řeky 600, 720 00, Hrabová, 720 00 Ostrava, IČO: 056 78 277, registered in the Commercial Register maintained by the Municipal Court in Ostrava, file no. C 68824 (hereinafter referred to as the “**Operator**”) and other persons (hereinafter referred to as the “**Client**”) arising from the service contracts for the provision of promotional services by the Operator (hereinafter the “**Service Agreement**”) concluded through [www.tracklife.eu](http://www.tracklife.eu) (hereinafter referred to as the '**Website**') in their business.

1.2. The website displays products to users of the website, in particular offers offered by third parties.

1.3. In accordance with the provisions of Section 1752 of the Civil Code, the contracting parties agree that the Operator may unilaterally change the terms and conditions to an appropriate extent. The Client will be notified of any change in the Terms and Conditions by e-mail to its address specified in the user account (Article 3) (hereinafter referred to as the “**Client's Address**”). The Client may refuse to change of the Terms and Conditions and terminate the Service Agreement in writing in a notice period of one (1) month.

1.4. By agreeing to the new version of the Terms and Conditions by the Client, the previous terms and conditions shall cease to be effective and the new version of the Terms and Conditions shall become an integral part of the Service Agreement.

## 2. CONCLUSION OF THE CONTRACT FOR THE PROVISION OF SERVICES

2.1. In order to send a proposal for the conclusion of a Service Agreement, the Client shall fill in the registration form on the website. The Client shall send the proposal for the conclusion of the Service Agreement for the provision of services after checking the box (the so-called check-box) by clicking on the button “I agree with the Terms and Conditions” (hereinafter referred to as “**application for a registration**”). The provisions of Section 1740 (3) of the Civil Code shall not apply. The data provided by the Client in the application for registration are considered by the Operator as correct for the

purposes of the Terms and Conditions, and the Operator is always entitled to verify the Client's identity and the data provided by the Client (by telephone, e-mail, etc.).

2.2. Upon delivery of the application for registration to the Operator, the Operator shall send to the email address of the Client the information necessary for opening the user account (hereinafter referred to as "**acceptance**"), and also for the purpose of verifying the email address of the Client. The contract for the provision of services is concluded upon delivery of acceptance to the Client.

2.3. The User agrees that the Operator may commence the provision of services under the Service Agreement immediately after its conclusion, even before the expiry of the statutory withdrawal period.

2.4. The Client acknowledges that the Operator is not obliged to conclude a Service Agreement (refuse to register the Client), especially with persons who have previously substantially breached contractual relations with the Operator.

### 3. USER ACCOUNT

3.1 Upon the conclusion of the Service Agreement, the Client may access the user Interface of the Website and the Information System. From its user interface, the Client may, in particular, manage its data, access information to the information system and make changes to the service settings (hereinafter referred to as the "**User Account**").

3.2. The Client's User account shall be put into operation in connection with the conclusion of the Service Agreement.

3.3. When registering on the website, the Client is obliged to provide all information correctly and truthfully. The Client is obliged to update the data entered in the User Account upon any change thereof. The data provided by the Client in the User account are considered correct by the Operator. Each Client may have only one user account.

3.4. Access to the User account is secured by a user name (consisting of an e-mail address) and a password. The Client is obliged to maintain confidentiality regarding the information necessary to access its User account and acknowledges that the Operator is not responsible for the breach of this obligation by the Client.

3.5. The Operator may prevent the Client from using the user account, especially if the Client breaches its obligations under the contract for the provision of services (including terms and conditions).

### 4. SUBJECT OF THE CONTRACT FOR THE PROVISION OF SERVICES

4.1. By the Service Agreement, the Client undertakes that:

4.1.1. will provide the Operator with information about its products for the purpose of their displaying on the website in the form of so-called html feed for the duration of the Service Agreement. The Parties acknowledge that the form of the html feed referred to in the preceding sentence may change during the term of the Service Agreement;

4.1.2. if the website of the Client is not compatible with the operator's html feed, the Client is obliged to send the operator current information about the products of the Client to the operator's contact email address so that the operator can manually add them to his website ("**manual entry**").



4.1.3. will pay the operator a fee for displaying selected information about the Client's products on the website, in accordance with Article 5 of the Terms and Conditions.

4.2. By the Service Agreement, the Operator undertakes that:

4.2.1. the selected product information provided to the ordering party via the html feed will be displayed on the website together with the reservation button, which will lead to the form for the user of the website so that the user of the website can conclude a non-binding reservation (hereinafter referred to as "**non-binding reservation**");

4.2.2. will display information that the Client sends to the operator's e-mail box within the manual entry. The Operator will display via the manual entry no later than 5 days after sending the information to the Operator's email.

4.2.3. will make available to the Client information relating to the products of the Client displayed on the website to the extent recorded in the information system.

4.3. Without termination of the Service Agreement, the Client may suspend the use of the service by sending a request to suspend the use of the service to the contact email address of the Operator. During such suspension of the use of the Service, selected information about the Client's products shall not be displayed by the Operator on the Website. The Client may cancel the suspension of the use of the service by a factual act performed within his user account or by an e-mail instruction to the contact email address of the Operator.

4.4. The Client acknowledges that the information provided by the Client to the Operator within the html feed is published by the Operator on the website as it was provided by the Client. In the event that incorrect information (price, destination, availability, etc.) is provided to the Operator within the html feed, the Operator will publish this incorrect information on the website. The Operator is not obliged to perform preventive or subsequent check of the information provided by the Client within the html feed.

4.5. In the event that incorrect information (price, destination, availability, etc.) is provided to the operator as part of an e-mail for manual entry, the operator will publish the incorrect information on the website. The Operator is not obliged to carry out preventive or subsequent check of the information provided to him by the Client within the framework of manual entry.

## 5. OPERATOR REMUNERATION

5.1. The Client shall pay the Operator for displaying the transmitted product information on the Website to the Operator for each sending of the reservation information to the Client (hereinafter referred to as the "**Remuneration**") which the operator will dispose of after filling in the form by the user of the website and then clicking on the button of the website user to book the product of the customer displayed on the website (hereinafter referred to as "**sending data**"). The amount of the Operator's Remuneration for one forwarding of the reservation data of the user of the website is 7% of the price of the product, which the user of the website has made a non-binding reservation on the Operator's website. The Operator and the Client may also agree via email communication to a different amount of the Operator's Remuneration, provided that such agreement does not affect the provisions of Article 5.2 of the Terms and Conditions.

5.2. By sending a message to the contact email, the Client may request the Operator to preferentially display Client's products. Priority display of Client's Products may result in a higher number of non-

binding reservations for Clients Products within the Operator's Website. In the case of preferential display of Client's products, the price will be negotiated individually via email communication between the Client and the Operator.

5.3. The facts relevant to the origin of the Operator's right to Remuneration are recorded in the Operator's information system. At the beginning of each calendar month, the Operator will send the Client a statement of his Remuneration for the previous calendar month as this Remuneration will be recorded in the information system.

5.4. If so required by the Operator, the Operator's Remuneration under the service contract must be paid by the Client in the form of a subscription (hereinafter referred to as "**credit**"), while the current subscription balance is stated in the information system as "**credit amount**". Possibility of using the service by the Client may be postponed by the Operator until the amount of the credit is actually credited to the Operator's account. The Client acknowledges that the Client need not be warned of an insufficient amount of credit by the Operator. In the event of insufficient credit amount, the Client's products will be suspended from the website.

5.5. The Operator's aggregated Remuneration shall be payable on a monthly basis and may be:

5.5.1. deducted from the Client's credit, or

5.5.2. payable by cashless payment to the operator's account within ten (10) days from the issue of the invoice for the previous calendar month, unless the operator requires payment of its Remuneration from the Client's credit.

5.6. The payment information including the account number of the Operator and the variable symbol of the payment will be received by the user in the payment instructions displayed within the user account or sent by the operator by e-mail to the Client's address. The Client is obliged to pay the payments in accordance with these instructions and together with the variable symbol of the payment.

5.7. The operator is a payer of value added tax (hereinafter referred to as "**VAT**"). The amounts that will be invoiced to Clients doing business in the Czech Republic will be added VAT in accordance with generally binding legal regulations. Amounts to be invoiced to Clients outside the Czech Republic will be invoiced without VAT.

5.8. In the case of cashless payment of the Operator's Remuneration, the Client's obligation to pay the operator's Remuneration is fulfilled at the moment the relevant amount is credited to the operator's account.

5.9. In the event of the Client's delay in paying the Operator's Remuneration, the Operator shall be entitled to interest on late payment of 0.03% of the outstanding amount for each day of delay.

5.10. In the event of the Client's delay in paying the Operator's Remuneration for more than 1 month, the Operator is entitled to suspend the fulfillment of any of its obligations towards the Client until the Client pays all obligations.

## 6. LICENSE AGREEMENT

6.1. The Client declares that the Client is entitled to license the Operator to all transmitted information and products and their individual elements, including all photos of the products and other documents related to the products, which are subject to copyright or other intellectual property rights (together or "**accessible works**").

6.2. The Client hereby grants the Operator the right to dispense the right to use the accessible works made available (licenses) under the conditions below.

6.3. The license for the accessible works is provided for the use of communication of the accessible works to the public (especially via the Internet) free of charge, in an unlimited territorial scope. The accessible works may be used by the Operator for advertising or other promotion, and for this purpose the Operator may provide sub-licenses to third parties for the accessible works available. The license to the released work is granted for the duration of the service contract and for the period after the service contract expires, provided that the accessed work includes a hyperlink to the website of the client.

6.4. The Operator undertakes not to provide access to the Client's html feed to a third party.

## 7. USE OF THE SERVICE

7.1. The Client acknowledges that the Operator is not responsible for the settings made by the Client in the user account.

7.2. Within the Service, the Client may not use mechanisms, tools, software or procedures that have or could have a negative impact on the operation of the Operator's equipment, the safety of the Internet or other Internet users.

7.3. The Client shall not engage in any activity aimed at preventing or restricting the operation of the server of the Operator on which the service is operated or perform any other attacks on the server, nor shall it assist any third party in such activity. The Client may not use the user account and the service in a way that would unduly restrict the use of the service by other Clients of the operator or otherwise unduly restrict the operator. In particular, the Client may not burden the server of the operator on which the service is operated with automated requests.

## 8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

8.1. The rights and obligations of the contracting parties regarding the liability of the Operator for defects of services are governed by the relevant generally binding legal regulations, namely the provisions of § 1914 et seq. of the Civil Code. The Operator shall be liable to the Client only for the culpable breach of legal obligations. The Client may assert its rights arising from the Operator's liability for defects in services with the Operator, in particular at the address of its registered office.

8.2. The Client further acknowledges that the Operator is not responsible for the functionality of the Client's data network, the functionality of the public data network, the functionality of the Client's hardware, the status of the Client's software, data backup by the Client and any third party interventions in the Client's software.

8.3. In the event of damage to the Client in connection with the liability of the Operator for defects in the Service (including individual services), unless the damage caused by the Operator intentionally or gross negligence, the Parties agreed to limit compensation for such potential damage incurred by the Client so that the total compensation for loss, including lost profits, is limited to one half of the Remuneration actually paid by the Client for the use of the service in the last month before the occurrence of the event that caused the Client. With respect to all circumstances relating to the conclusion of the Service Agreement, the Parties state that the total foreseeable damage, including lost profits, which the Client may incur as a result of defects in the Service (including individual services)

may amount to a maximum of half the Remuneration actually paid by the Client for the use of the service in the last month before the occurrence of the event that caused the Client's loss.

8.4. The Client agrees to the use of its anonymized data stored within the Service for analytical purposes, even after the termination of the Service Agreement.

## 9. SENDING BUSINESS MESSAGES AND STORING COOKIES

9.1. The Client agrees to receive information and commercial communications from the Operator relating to the Services or the Operator's business to the Client's address.

9.2. The Client agrees to the storing of cookies on his computer. Cookies are small files used by the Operator to recognize the Client's web browser when communicating with the Service and to subsequently use certain functions of the Service. If the Operator's obligations under the Service Agreement can be fulfilled without storing so-called cookies on the Client's computer, the Client may at any time withdraw the consent pursuant to the first sentence of this paragraph.

## 10. DURATION OF THE SERVICE CONTRACT

10.1. The Service Agreement becomes effective upon conclusion.

10.2. The Service Agreement is concluded for an indefinite period of time and may be terminated for any reason or without giving any reason by either party. The notice period is 1 month and begins to run upon delivery of the notice to the other party. According to article 4.3. the service can be suspended at any time by the Client.

10.3. In the event that the Client breaches any of its obligations under the contract for the provision of services (including terms and conditions), or generally binding legal regulations, the operator may terminate the contract for the provision of services for these reasons. Termination of the Service Agreement pursuant to this Article shall take effect upon delivery to the Client. Unless otherwise agreed, the Service Agreement shall terminate upon the effective date of such termination.

10.4. The Client acknowledges that in the event of termination of the Service Agreement, all information entered by the Client or the Operator for the Client within the Service may be removed.

10.5. Upon termination of the Service Agreement, the Operator shall return the remaining credit to the Client within thirty (30) days of the Service Agreement.

## 11. DELIVERY

11.1. Unless otherwise agreed, all correspondence relating to legal acts related to the Service Agreement shall be delivered to the other Party in writing or by electronic mail. Information shall be delivered to the Client's address, ie the e-mail address specified in his / her user account.

11.2. The message is delivered in the case of delivery by e-mail when it is received on the incoming mail server.

## 12. FINAL PROVISIONS

12.1. If the relationship related to the use of the website or the legal relationship established by the Service Agreement contains an international (foreign) element, then the parties agree that the

relationship is governed by Czech law, in particular the Civil Code. For the purposes of the relationship between the operator and the Client:

12.1.1. excludes the use of well-established business practices within the meaning of Section 558 (2) of the Civil Code;

12.1.2. excludes the application of the provisions of § 1748, § 1799 and § 1800 of the Civil Code.

12.2. The Contracting Parties have agreed on the jurisdiction of the courts of the Czech Republic.

12.3. If any provision of the Terms and Conditions is invalid or ineffective, or becomes so, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

12.4. The Operator is entitled to assign rights and obligations under the Service Agreement to a third party, with which the Client agrees.

12.5. The Czech version of the Terms and Conditions shall prevail.

In Prague on \_\_23.4.2020\_\_

StoreProof s.r.o.