GENERAL TERMS AND CONDITIONS OF THE COMPANY JOBka services s.r.o.

1. INTRODUCTORY PROVISIONS

1.1. These general terms and conditions (hereinafter referred to as "TERMS") regulate the rights and obligations between JOBKA services s.r.o, sady Pětatřicátníků 173/31 - Jižní předměstí, 301 00 Plzeň, ID No.: 083 846 81, registered in the Commercial Register maintained by the Regional Court in Plzeň under file number C 38127 (hereinafter referred to as "PROVIDER") and the client (hereinafter referred to as "CLIENT") in connection with the provision of the JOBka application (hereinafter referred to as "APPLICATION").

1.2. The TERMS are an integral part of every license agreement concluded between the PROVIDER and the CLIENT (hereinafter referred to as the "LICENSE AGREEMENT").

1.3. By entering into the LICENCE AGREEMENT, the CLIENT confirms that he/she has read and agrees to these TERMS.

1.4 The current version of the TERMS is available at https://www.jobka.cz/terms&conditions/Terms_and_conditions_JOBka.pdf.

1.5. The TERMS come into force on the date of their publication, the date of publication is always indicated in the TERMS.

1.6. The PROVIDER shall be entitled to change the TERMS at any time, and any changes shall be valid and effective from the moment of their publication on its website or in any other manner in which they are normally communicated to the CLIENTS. In the event of disagreement with the new TERMS, the CLIENT shall have the right to withdraw from the LICENCE AGREEMENT, in accordance with current legislation, if the change of the TERMS is contrary to its interests or the agreed terms. In the event that the CLIENT does not terminate the contractual relationship in the above manner, the CLIENT shall be deemed to have accepted the wording of the TERMS.

2. DEFINITION OF TERMS

2.1. "APPLICATION" means the software/information system called JOBka provided by the PROVIDER to facilitate communication in companies. The APPLICATION is always tailored to the specific needs of the CLIENT and focuses on simplifying internal corporate communication. The APPLICATION enables easy sharing of information between employees, including messages, documents and other important data. It supports various communication channels and helps to manage company processes more efficiently. The APPLICATION is always tailored to the specific needs of the CLIENT, which includes adapting the functionality and design to the specific requirements and work processes of the CLIENT.

2.2. "LICENSE AGREEMENT" means the agreement concluded between the PROVIDER and the CLIENT, on the basis of which the PROVIDER grants the CLIENT a license to use the APPLICATION.

2.3. "SERVICES" means all services provided by the PROVIDER in connection with the APPLICATION, including its implementation, maintenance, updates and technical support.

2.4. "GDPR" or "REGULATION" means Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

2.5. "PROVIDER" means the owner of the APPLICATION, the only person authorized to license the APPLICATION.

2.6. "CLIENT" means a user of the APPLICATION which is used on the basis of a LICENSE AGREEMENT from the PROVIDER.

2.7. A "SLA" (Service Level Agreement) sets out specific levels of performance and quality of service, responsibilities and procedures for handling incidents and faults.

2.8. "DATA" means data entered by the CLIENT into the database space of the APPLICATION.

2.9. "PROCESSOR" means a PROVIDER who processes personal data on the basis of instructions from the CONTROLLER.

2.10. "CONTROLLER" is the CLIENT who determines the purposes and means of processing personal data.

2.11. "ZZOÚ" Act No. 110/2019 Coll., on the processing of personal data.

2.12. "DATA SUBJECT" means the end user of the APPLICATION, most often the CLIENT's employees.

3. CONCLUSION OF A LICENCE AGREEMENT

3.1. The LICENCE AGREEMENT is always concluded with the CLIENT as a non-exclusive agreement. The license is non-assignable, non-transferable and non-transferable and CLIENT has no right to grant sublicenses.

3.2. By entering into the LICENSE AGREEMENT, the PROVIDER agrees to grant the CLIENT a license to use the APPLICATION, and the CLIENT agrees to pay the PROVIDER the pre-agreed price.

3.3. The LICENCE AGREEMENT may be concluded for a definite or indefinite period. The conditions under which the LICENCE AGREEMENT may be terminated are specified in the relevant LICENCE AGREEMENT.

3.4. The LICENSE AGREEMENT may also be amended on the basis of the CLIENT's order accepted by the PROVIDER, which includes the specification of the ordered additional functionality of the APPLICATION and the corresponding remuneration of the PROVIDER. It shall be deemed that the modification of the LICENSE AGREEMENT or the negotiation of the additional functionality of the APPLICATION are agreed upon at the latest at the moment when the PROVIDER has created the additional functionality requested by the CLIENT and launched this functionality.

3.5. CLIENT acknowledges that the APPLICATION is protected by copyright and that any unauthorized use of the APPLICATION is prohibited.

4. SCOPE OF SERVICE

4.1. The content of individual APPLICATION modules varies according to the CLIENT's choice. By concluding the LICENCE AGREEMENT, the PROVIDER undertakes to make the APPLICATION available to the CLIENT.

4.2. The PROVIDER is obliged to make the APPLICATION available to the CLIENT via web interface, Smart TV, touch screen and mobile devices and to provide all access data for this purpose.

4.3. Access to the APPLICATION will be made for each end user of the CLIENT with separate login credentials. Each end user of the APPLICATION will have their own user account. Only the user for whom the user account has been created is entitled to use the user account.

4.4. The APPLICATION will be available for the entire term of the LICENSE AGREEMENT.

4.5. CLIENT is obliged to keep secret the access data to the APPLICATION (or all access data of CLIENT's end users) and protect them from misuse by third parties.

5. RIGHTS AND OBLIGATIONS OF THE PROVIDER

5.1. PROVIDER agrees to provide the APPLICATION in accordance with these TERMS and the LICENSE AGREEMENT.

5.2. The PROVIDER is entitled to make changes and updates to the APPLICATION. The CLIENT shall be informed of such changes well in advance.

5.3. The PROVIDER is not liable for damages resulting from improper use of the APPLICATION by the CLIENT.

5.4. The PROVIDER shall provide technical support and maintenance of the APPLICATION in accordance with the LICENSE AGREEMENT and the TERMS.

6. RIGHTS AND OBLIGATIONS OF THE CLIENT

6.1. CLIENT shall use the APPLICATION in accordance with these TERMS and the LICENSE AGREEMENT.

6.2. CLIENT shall not copy, modify, distribute or otherwise misuse the APPLICATION or any part thereof in any way.

6.3. The CLIENT is obliged to inform the PROVIDER of any defects and shortcomings of the APPLICATION without undue delay.

6.4. The CLIENT is obliged to ensure that the use of the APPLICATION is always in compliance with legal regulations, in particular in the area of personal data protection.

6.5. When using the APPLICATION, the CLIENT undertakes to comply with the applicable legal regulations and not to commit unauthorized interference with the PROVIDER's rights, in particular not to insert harmful content into the APPLICATION.

7. PAYMENT TERMS

7.1. The price for the use of the APPLICATION is specified in the LICENSE AGREEMENT or in subsequent orders accepted by the PROVIDER.

7.2. Payments are due on the dates set out in the LICENCE AGREEMENT.

7.3. The PROVIDER reserves the right to unilaterally change the price for the use of the APPLICATION, according to the terms agreed in the LICENSE AGREEMENT.

8. DATA PROTECTION (GDPR)

8.1. The PROVIDER processes the CLIENT's personal data in accordance with the GDPR.

8.2. The PROVIDER undertakes to protect the CLIENT's personal data and to use it only for the purpose of providing the APPLICATION.

8.3. The CLIENT has the right to request access to personal data, their correction or deletion, or restriction of processing.

8.4. The PROVIDER undertakes to take appropriate technical and organizational measures to ensure the protection of the CLIENT's personal data.

8.5. In the event of a personal data breach, the PROVIDER undertakes to inform the CLIENT.

8.6. When processing personal data, the PROCESSOR is obliged to process personal data only:

a) in accordance with the object and purpose of the LICENCE AGREEMENT;

b) during the term of the LICENSE AGREEMENT, or even after its termination for the period necessary to fulfill the purpose of the ORDER;

8.7. The PROCESSOR is entitled to entrust the processing of personal data to another person only with the prior written consent of the CONTROLLER. In the case of entrusting the processing of personal data to another person on the basis of the prior written consent of the CONTROLLER, the PROCESSOR is responsible for ensuring that this person ensures the protection of personal data to the same extent as the PROCESSOR.

8.8 When processing personal data, the PROCESSOR is obliged to comply with the ZZOÚ, the ORDER and other legal regulations governing the protection of personal data, in particular:

a. comply with the written instructions of the CONTROLLER established for the processing of personal data, including the transfer of personal data to a third country or an international organisation, unless such processing is already required by European Union or Member State legislation applicable to the CONTROLLER, in which case the PROCESSOR is obliged to inform the CONTROLLER in writing of this legal requirement before processing, unless such legislation prohibits such information for important reasons of public interest;

b.   to oblige all persons involved in the performance of the subject of the LICENCE AGREEMENT in the processing of personal data to confidentiality;

c.   take measures to protect the security of the processing of personal data referred to in particular in Article 32 of the REGULATION; these are organisational and technical measures, the need for which arises from the risk analysis carried out by the CONTROLLER to ensure the security of the processing of personal data, taking into account the risks arising from the processing of personal data;

d.   to provide the CONTROLLER with the cooperation necessary to fulfil the CONTROLLER's obligations towards the personal data subjects in the exercise of their rights, pursuant to Chapter III. REGULATION, and to ensure the protection of personal data pursuant to Articles 32 to 36 of the REGULATION;

e.   provide the CONTROLLER with all information necessary to demonstrate compliance with the obligations under Article 28 of the REGULATION;

f.   keep records of the processing of personal data carried out by the PROCESSOR for the CONTROLLER;

g.   immediately notify the CONTROLLER of any loss, damage, or unauthorized disclosure of personal data, or any other security incident according to the ORDER in the entrusted area of personal data processing;

h.   Establish a Data Protection Officer who will communicate via the email address gdpr@jobka.cz;

i.   on the instructions of the CONTROLLER sent to the PROCESSOR's address gdpr@jobka.cz, or after the expiration of the LICENCE AGREEMENT in accordance with the instructions of the CONTROLLER, demonstrably destroy or return to the CONTROLLER all personal data provided and personal data processed in the framework of the cooperation, unless the need to dispose of such data arises from other legal regulations.

8.9. The PROCESSOR is obliged to comply with all other obligations and conditions set forth in the ZZOÚ, the ORDER and other generally binding legal regulations concerning the protection of personal data in connection with the processing and protection of personal data in the performance of the subject of the LICENSING AGREEMENT.

8.10.   The PROCESSOR shall process the personal data of the DATA SUBJECT of the CONTROLLER within the scope set out in the Annex to the LICENSING AGREEMENT, which also defines the type of personal data processed and the categories of personal data.

8.11. In the event that the CONTROLLER provides or the PROCESSOR is otherwise provided with other personal data of the DATA SUBJECTS or the PROCESSOR is provided with personal data of other DATA SUBJECTS in connection with its activities for the PROCESSOR, the PROCESSOR shall also process and protect such personal data.

8.12. The personal data of the DATA SUBJECTS will be processed by the PROCESSOR for no longer than the duration of the LICENCE AGREEMENT. The PROCESSING will continue as long as the PROCESSOR 's obligations under the LICENCE AGREEMENT, in the performance of which the PROCESSOR may have access to the personal data, continue.

8.13. The list of modules used by the CLIENT is available in the web administration of the JOBKA APPLICATION - back office. Depending on the modules used by the CLIENT, personal data can be processed according to their settings in the JOBKA APPLIACATION - back office.

8.14. The PROCESSOR acknowledges that the CONTROLLER may itself process the DATA SUBJECT's personal data. The PROCESSOR undertakes to provide the CONTROLLER with reasonable cooperation so that the CONTROLLER is able to fulfil its obligations towards the DATA SUBJECT.

8.15. The PROCESSOR will process the personal data according to the instructions of the ADMINISTRATOR. The PROCESSOR shall inform the CONTROLLER of any legal requirements before processing personal data other than in accordance with instructions issued by the CONTROLLER, unless the same law prohibits the PROCESSOR from doing so for important reasons of public interest protection.

8.16. Upon termination or expiration of the LICENSE AGREEMENT, the PROCESSOR shall destroy or return all personal information of the CONTROLLER and DATA SUBJECTS, including copies thereof, upon request of the CONTROLLER sent to the PROCESSOR's address at gdpr@jobka.cz.

8.17. The PROCESSOR represents and warrants that, in relation to all personal data, it will at all times:

a) Implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, damage, interference or disclosure.

b) In addition to the general confidentiality obligations set out in the TERMS, ensure that its personnel are bound to maintain the confidentiality of personal data.

c) Promptly notify the CONTROLLER in writing of any actual, suspected or potential unauthorized disclosures, loss, destruction, compromise, corruption, modification or theft of personal information. Such notice will be provided to the CONTROLLER at the earliest practicable time.

d) At the same time, pursuant to Article 32 of the REGULATION, the CONTROLLER and the PROCESSOR shall put in place appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including, where applicable: pseudonymization and encryption of personal data; ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services; being able to restore the availability of and access to personal data in a timely manner in the event of physical or

technical incidents; a process for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures put in place to ensure the security of processing.

8.18. The CONTROLLER agrees to appoint external subcontractors of the PROCESSOR's who meet ISO 27001 certification, being Skeleton Software Ltd. and Microsoft Ireland Operations Ltd.

8.19. When processing personal data, the PROCESSOR is obliged to act with due professional care so as not to cause anything that could constitute a violation of the ORDER.

8.20. CONTROLLER expressly agrees that PROCESSOR is not responsible for defective content entered into the APPLICATION by CONTROLLER or the DATA SUBJECT.

8.21. In the event that any DATA SUBJECT considers that the CONTROLLER or the PROCESSOR carries out processing of his/her personal data which is contrary to the protection of the private and personal life of the DATA SUBJECT or contrary to law, in particular if the personal data are inaccurate with regard to the purpose of their processing, and this DATA SUBJECT requests the CONTROLLER to explain or to remedy the situation, the PROCESSOR undertakes to inform the CONTROLLER without delay.

8.22. The PROCESSOR shall assist the CONTROLLER through appropriate technical and organizational measures to meet the CONTROLLER's obligation to respond to requests to exercise DATA SUBJECT rights.

8.23. At the same time, the PROCESSOR shall assist the CONTROLLER in ensuring compliance with the obligations under Articles 32 to 36 of the ORDER.

8.24. The PROCESSOR shall provide the CONTROLLER with all the information necessary to demonstrate that the obligations set out in Article 28 of the ORDER have been fulfilled and to allow audits, including inspections, to be carried out by the CONTROLLER or any other auditor appointed by the CONTROLLER.

8.25. The CLIENT and the PROVIDER may, by mutual agreement, conclude a different wording of the contract for the processing of personal data, in which case the provisions of this Article shall not apply to this relationship.

9. TERMINATION OF THE CONTRACT

9.1. The LICENSE AGREEMENT may be terminated by written agreement of both parties.

9.2. The LICENSE AGREEMENT may be further terminated by notice from the PROVIDER in the event that the CLIENT breaches its obligations.

9.3. In case of termination of the LICENSE AGREEMENT, the CLIENT is obliged to stop using the APPLICATION and to remove it from all its devices.

9.4. The CLIENT or the PROVIDER are entitled to terminate the LICENCE AGREEMENT without giving any reason with a notice period of 3 (three) months. The notice period shall commence on the first day of the month following the date of delivery of the written notice to the other party.

10. LIABILITY AND COMPENSATION

10.1. The PROVIDER is not liable for damages resulting from improper use of the APPLICATION by the CLIENT.

10.2. The PROVIDER shall not be liable for any defects or unavailability of the APPLICATION, nor for damages incurred, if caused by the CLIENT's activities, third parties, or force majeure circumstances or other obstacles that occurred independently of the PROVIDER's will and that cannot be eliminated. In such cases, the CLIENT shall not be entitled to compensation for damages, compensation for pecuniary or non-pecuniary loss or other forms of performance by the PROVIDER.

10.3. The PROVIDER is not liable for damages caused by third parties that are not directly related to the provision of the APPLICATION.

10.4. The CLIENT shall only be liable for damages caused to the PROVIDER as a result of a breach of its obligations.

10.5. The PROVIDER is obliged to regularly backup all data entered by the CLIENT into the APPLICATION, which are part of the APPLICATION.

10.6. In the event that the CLIENT suffers property or non-property damage due to limited functionality, non-functionality or unavailability of the APPLICATION, the PROVIDER shall only be liable for damages caused by the willful breach of the PROVIDER's legal or contractual obligations. The LENDER's liability in this case is limited to the amount corresponding to the amount paid by the CLIENT for the use of the APPLICATION at the time of the damage.

11. TECHNICAL SUPPORT AND SLA

11.1. The PROVIDER undertakes to provide technical support to the CLIENT during the period of use of the APPLICATION. Technical support includes assistance in troubleshooting problems with the APPLICATION, answering questions about functionality and assistance in using the APPLICATION.

11.2. The working hours of user support are 8 hours a day on weekdays from 8:00 a.m. to 4:00 p.m. CET.

11.3. CLIENT and PROVIDER agree that if the critical error is temporarily resolved by another function that eliminates the impact of the critical error, i.e. does not limit the functionality of the system, the category of the reported problem will be changed from a critical error to a non-critical error.

11.4. The PROVIDER is not responsible for non-functionality of the APPLICATION due to force majeure (e.g. internet outage, time of approval of new versions of applications in the App Store / Google play, release of a faulty version of the mobile device OS).

11.5. The PROVIDER shall not be liable for the non-functionality of the APPLICATION on devices that do not meet the conditions of the CE marking, which proves that the product has been assessed before being placed on the market of the European Economic Area and meets the EU legislative requirements.

11.6. In order for user support to be properly implemented and recorded, it must be duly reported by the CLIENT via e-mail podpora@jobka.cz. The PROVIDER shall enter it into the ticketing system with the date and time of receipt of the report, together with a description of the problem.

12. AVAILABILITY

12.1. In the event of unplanned outages, the PROVIDER will inform the CLIENT as soon as possible and provide an estimated time of service restoration. Unscheduled outages due to force majeure will not be considered a breach of the availability guarantee.

13. DATA PROTECTION

13.1. The data entered by the CLIENT into the database space of the APPLICATION are located on the server of the hosting provider in encrypted form (in the Microsoft Azure data centre in the West central node - Frankfurt am Mein).

13.2. DATA is subject to a confidentiality obligation. The PROVIDER is bound by the confidentiality obligation to the same extent as the CLIENT. The PROVIDER shall protect the DATA from leakage, misuse or other interference and shall be liable for breach of the confidentiality obligation regardless of fault. Breach of the confidentiality obligation of the PROVIDER shall entitle the CLIENT to a contractual penalty. The PROVIDER shall not be entitled to inspect the DATA and become familiar with its contents without the express written consent of the CLIENT. If the nature of the provision of the APPLICATION (in particular in the context of support) requires the CLIENT to consult the DATA, the PROVIDER shall notify the CLIENT of this fact and if the CLIENT continues to request the provision of the APPLICATION, the CLIENT shall be deemed to have given the PROVIDER consent to consult the DATA.

13.3. The PROVIDER declares that it makes daily backups of the DATA, then weekly backups, monthly backups of the DATA stored by the CLIENT when using the APPLICATION. The DATA is backed up in encrypted form. Upon request, the PROVIDER shall provide the CLIENT with a backup of the Data.

13.4. The PROVIDER shall ensure the security of IS JOBKA for the login of authorized persons. Security will be provided by password protected user accounts. The password is encrypted with a security algorithm.

13.4. In order for user support to be properly implemented and recorded, it must be properly reported by the CLIENT, via email to podpora@jobka.cz. The PROVIDER shall enter it into the ticketing system with the date and time of receipt of the report, together with a description of the problem.

14. FINAL PROVISIONS

14.1. These TERMS are valid and effective as of 1.9.2025.

14.2. The PROVIDER reserves the right to change these TERMS at any time. CLIENT will be notified of changes at least 30 days prior to their effectiveness.

14.3. All legal relations arising between the PROVIDER and the CLIENT are governed by the applicable laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code.

14.4. In the event that any provision of these TERMS is or becomes invalid or ineffective, the validity and effectiveness of the remaining provisions shall not be affected.

14.5. Any disputes arising out of the LICENCE AGREEMENT and these TERMS, which have not been resolved by mutual negotiations between the PROVIDER and the CLIENT, shall be adjudicated in the Czech Republic in a court of competent jurisdiction.

14.6. The headings in these TERMS are for guidance only and have no bearing on the interpretation or content of the individual provisions. In the event of a conflict between the wording of the headings and the content of the TERMS, the text of the TERMS shall prevail.