

## GENERAL TERMS AND CONDITIONS

according to § 1751 et seq. Law no. 89/2012 Coll., Civil Code (the "Civil Code")

released by individuals - entrepreneurs: Lubos Kvet (ID: 03085554 | Registered office: Klikorkova 189, Kladno, Czech Republic | registered in the Trade register Kladno OZ/4637/14/BE | lubos@analights.com) and Jakub Motycka (ID: 03245951 | registered office: 464 Svinarovska, Smecno, Czech Republic | registered in the Trade register in Slany MUSLANY/35058/2014/ZU | jakub@analights.com).

### I. DEFINITIONS

1. **Online portal** (hereinafter referred to as "**Portal**") refers to the website at address analights.com.
2. **Operator** of Portal includes individuals - entrepreneurs: Lubos Kvet (ID: 03085554, registered office: Klikorkova 189, Kladno, Czech Republic) and Jakub Motycka (ID: 03245951, registered office: 464 Svinarovska, Smecno).
3. **User** refers to any person or entity who enter into a contract with Operator, or any person or entity who has shown interest to enter into a licensing agreement.
  - a. **User** also refers to any person or entity who act as "agency" (when registering checked "I want sign up as an Agency") on this Portal (hereinafter referred to as "**Agency User**").
  - b. Agency User has the same rights and obligations as a User with an extension of responsibilities to all websites that are placed Software by them.
  - c. Unless otherwise noted, meaning the User includes the meaning of the phrase Agency User (Agency User inherits all rights and obligations of Users).

The User shall continue to be understood as any natural or legal person who has a User Account on the Portal and has agreed to these General Terms and Conditions.

4. **Software** refers to "Analights - Multichannel tracking", part of which is available on the Portal, part of which is located on the website of User, and part of which can be placed in the ad itself by User. The User is authorized to use the Software only on the basis of a valid License from the Operator.
5. **Collected data** refers to information that is stored on the Portal via the Software during the applicable duration of the License.
6. **Input data** means the information that User has to insert into the Software. This data then becomes a subset of the collected data. Input data can be entered, for example, by importing data into the Portal or through any part of the Software. Input data may include the following personal data: transaction number, email, etc. (hereinafter referred to as "personal data").
7. **Measurement** refers to a process in which there is storage of Collected data. Measurement is also understood as, for example, importing data into the Portal through an csv file.
8. **License** refers to the User's permission to use the Software.
9. **Registration** refers to the process by which the User voluntarily provides identifying information on the Portal.
10. **Third party** refers to any other entity distinct from the Operator or User.

11. **User account** is an account on the Portal set up for a particular User.
12. **GDPR** means Regulation (EC) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on the protection of personal data).
13. **Applicable laws** means any laws, regulations, regulations or directives issued or adopted in accordance with the laws of the respective state, European Union law or other international organizations (including any national or international, transnational, regional, district, local, territorial or other which include, among others, Directive 95/46 / EC of the European Parliament and of the Council, Directive 2002/58 / EC of the European Parliament and of the Council, decisions and guidelines of the European Commission as transposed into national legislation by individual Member States or other states, and any amendments, additions or amendments thereto, including the GDPR Regulation and the relevant legislation implementing or supplementing the GDPR Regulation, as well as any sector-specific self-regulatory principles and principles applicable in a given location or region September to provide or receive services that relate to the processing of personal data or capture, recording and monitoring communications.

## II. BASIC ESTABLISHMENT

1. The General Terms and Conditions (hereinafter "GTC") included in this document state the governing the rights and obligations of Users and Operators incurred by or under License to the Software under § 2358 of the Czech Civil Code through the Portal.
2. These Terms and Conditions are an integral part of any contract between the User and the Operator. Users using the Software or the Portal are obliged to honor contractual arrangements referred to in these GTC. In the event of a violation to the provisions stated in these GTC, the Operator is authorized to take legal action or make any other action contained in the GTC and/or actions which are allowed under applicable laws. Any use of the Portal or use of the Software (like clicking on any links), User confirms that he agrees with these GTC.

## III. DELIVERY

1. The User and Operator agree to mutually deliver any correspondence by e-mail, using the email address provided by the User during registration or any other email address that is listed on the Portal.

## IV. LICENSE

1. The Operator grants the User a non-exclusive, limited-time, non-transferable License to use specific pieces of software. The License is limited to the time period corresponding to the License fee paid. The License is granted only to the extent of serving the usual and proper use of the Software, with the following restrictions:
  - a. The User is entitled to use the License to which it paid a set price,

- b. User may not sublicense, nor has it in any way dispose of,
  - c. User may not use the License for illegal purposes,
  - d. User may not use the Software in a manner which would reduce the value of the work,
  - e. User may not modify, copy, or otherwise reproduce any portion of the Software and from them create comprehensive or derivative works
  - f. The User is not authorized to use the software in any way that violates these GTC or Czech legislation.
2. The Operator processes the Collected data throughout the existence of the License.
  3. The Operator owns the Collected data throughout the existence of the License.
  4. The use of the Software for commercial or business including any other use of the software beyond the above description of the License is prohibited. Thus, the User is not authorized in any way distribute, copy, upload, or otherwise use the License in violation of these GTC and relevant legislation. Moreover, the User is not authorized to handle or otherwise change their appearance whether on their own or in a group, in conjunction with other work or elements of the work.

#### V. PRICE AND PAYMENT

1. The price for the License is listed on the Portal. The Operator is not VAT registered.
2. The billing period begins on the date when the Operator grants the User a valid License.
  - a. The Operator grants the User a valid License for one month, after which there is a monthly fee credited to the account of the Operator.
3. The price may be subject to taxes and other charges arising from generally binding legal regulations.
4. The Operator shall not be responsible for processing payments from Users. All payments are made through the services of Third parties.
5. Payment can be made in Czech Crowns (CZK), euro (EUR) or US dollars (USD).
6. The User is obliged to pay monthly fees in advance before the end of the License period.
  - a. When Operator don't receive payment from User within 5 days after the end of the License, the Operator reserves the right to discontinue the use of the Software, thereby suspending the Measurement of Collected data.
  - b. When Operator don't receive payment from User within 10 days after the end of the License, the Operator reserves the right to discontinue the use of the Software, thereby erasing User's Collected data.
7. The User takes the risk of a change in circumstances within the meaning of § 1765 paragraph. 2 of the Czech Civil Code.
8. The Operator reserves the right to change price for using Software. User will be informed in advance about the change.

#### VI. RELATIONSHIP TO THE PERSONAL DATA OF THIRD PARTIES

1. The User will fulfill its obligations under all applicable laws on the processing of personal data.

2. The User expressly confirms that he has established adequate security measures for the protection of personal data, including appropriate technical and organizational measures to protect against unauthorized or unlawful processing or for accidental loss, destruction or damage and to be able to prove these facts on request.
3. Input data, resp. personal data entered into the Measurement process must be:
  - a. fully anonymous or anonymous within the meaning of Article 26 of the GDPR Preamble
  - or
  - b. their use for this purpose is approved by specific users (Third Parties) who agree to the processing of their personal data for that purpose by third parties and in accordance with the GDPR. The user assumes all legal responsibility for the sharing of this personal data.
4. The User of the Portal is obliged to collect individual consents (Third Parties) with the sharing of their personal data to third parties under the terms of the GDPR.
5. By uploading the Input Data containing pseudonymized data (in the sense of the GDPR) or personal data (in the sense of GDPR), the User acknowledges the fact that he has the right to distribute this information among third parties.
6. Input data may only be entered by the User. In the event of a breach of this condition, the User assumes all legal liability.
7. The user is required to take reasonable measures to ensure the reliability of all employees, subcontractors or agents involved in the processing of personal data.
8. The User of the Portal is fully legally responsible for the Input Data in terms of compliance with the European Parliament and Council Regulation 2016/679 (GDPR).
9. The User undertakes not to share any personal data falling within special categories of personal data as defined in Articles 9 and 10 of the GDPR, unless specifically agreed in writing.
10. The User of the Portal is fully aware of the conditions set forth in this Chapter, Section 3. Without meeting these conditions, it is strictly forbidden to enter the Input Data into the Measurement process. In the event of a breach of these conditions, the User bears all legal liability.
11. Subject to the conditions set forth in the GDPR, anyone has the right to request from the Operator access to his / her personal data, the right to repair or delete his or her personal data, or to limit their processing, the right to object to the processing of their personal data and the right to the portability of their personal data.
12. In the event of a personal data breach, the User undertakes:
  - a. Immediately take all appropriate remedial action to address the causes of such personal data breach, and make all reasonable commercial efforts to ensure that such personal data breaches are not repeated
  - b. without delay, in any case within twenty-four (24) hours at the latest, to inform the Operator of this fact, giving reasonable details of the personal data breach and its likely impact on the data subjects
  - c. take all steps required by applicable law.

## VII. A CONCLUSION OF THE CONTRACT

1. The first licensing agreement between the Operator and the User is concluded when the User makes registration on the portal. At this time, the agreement takes effect, but the effectiveness of the License (permission to use the Software) occurs at the moment of paying the monthly fee on behalf of the Operator.
2. The User is required to correctly and truthfully declare all information and billing information that is required on the Portal.
3. The contract is concluded for a period of one month, with a renewable extension. Refer to the conditions for the extension of the License agreement in Chapter PRICE AND PAYMENT of paragraph 6.
4. The User agrees to use remote communication when concluding the contract. Costs incurred by the User using the means of distance communication in connection with the conclusion of the contract (cost of internet connection) are borne by the User.
5. The User is aware of the nature and content of the Software and therefore he is not entitled to refund payments when the software was already paid for on the grounds that he is not pleased with Software.
6. The User acknowledges that use of the Software on a website involves placing "cookies" to all visitors. The User also declares that he is aware of all the responsibilities associated therewith imposed on it by law. The User declares that he is aware that if the Software is used for measuring "postview", entered the "cookies" to any site on which the ad was shown with part of the Software.
7. User acknowledges that use of the Software causes an anonymous visitor tracking on the sites that the software is used.

#### VIII. USER ACCOUNT

1. User accounts are created when the User completes registration on the Portal.
2. The User is obliged to store login information (email and password) in secrecy.
3. The User Account contains personal information that is protected by a combination of email and password.
4. The User takes full responsibility for it is shared with whom (adding access rights) their content User account and personal information, which contains the User's account.
5. The Operator is not liable for any misuse of the User account, other Users or Third parties. The User is fully responsible for the use of their hardware and software, including the confidentiality of your prospective User names, passwords or any other data, and bears all responsibility and costs incurred in connection with violation of these GTC.
6. The Operator reserves the right to cancel the User account and the permanent deletion of Collected data if the User violates its obligations under the License agreement and / or these GTC.
7. The User is not entitled to assign or transfer his rights and obligations arising from the contractual relationship with the Operator in connection with the use Portal to a Third party, even free of charge. The User agrees that all rights and obligations of the Operator under these Terms and Conditions, any rights and obligations of the Operator resulting from the licensing and operation of the Portal to the User may be without any further consent of the User forwarded to Third parties.

## IX. DISCLAIMER

1. The Operator undertakes to make every effort to operate the software and is provided to Users in accordance with these GTC.
2. The Operator is not responsible for the state and correctness of Collected data, functionality or User data network for its hardware and software, as well as the functioning of the public Internet network.
3. In the event that the Portal, respectively through the Software or other electronic means, they are provided to Users as well as information (including information as metadata) or Third party services, the Operator is not responsible for the content of such information or the performance of such services and the responsibilities, rights and obligations of Users and such Third parties are governed by the conditions laid down such Third party and the Operator is not a party to any legal relationship established by the provision of such services.
4. The Operator is not liable due to the nature of email communication for the proper delivery of email messages and is not responsible for any damages caused by undelivered or lost e-mail message.
5. The Operator is not responsible for the use / misuse of data by the User through the Software used to obtain such data.
6. The Operator is not liable for any damage or loss caused to User or Third party due to or in connection with use of the Software. Especially the Operator is not responsible for damage or loss incurred by inserting one part of the Software on any website.
7. The software is only accessible via the Portal. Any other approach to software is prohibited.
8. Operator is entitled to change the features of the software. The Operator is not liable for any damages incurred by the User, the User will be informed in good time about any changes or Portal Software.
9. Operator reserves the right for that the Portal may not always be available continuously, mainly due to routine maintenance of hardware and software or technical failures beyond the control of the Operator. Operator is not responsible for errors and failures: in conjunction with the Portal, in conjunction with platforms Third parties in connection any element of the Software. Operator is not responsible for the portal or device for electronic communications to be free of viruses or other disruptive components of reasons, not lying on the Operator.
10. The Operator is not obliged to improve or otherwise modify existing version of the Software Portal or the whole service.
14. The Operator reserves the right for errors in Measurement.
15. The Operator reserves the right to deprive a liability in case of loss of Collected data.
16. The User acknowledges that it may lose Collected data.
17. The User acknowledges that the Measurement does not work continuously in time.
18. The User is not entitled to enforce compensation for any damages / loss of Collected data, or for any loss in connection with the use of the Software.
19. Operator expressly informs the User that the use of the Portal in breach of these GTC may cause infringement or show signs of criminal activity.

## X. EXCLUSION OF PROVIDING SERVICES

1. The Operator reserves the right to refuse providing User License and / or terminate the End User License Agreement:
  - whose activity is at least partly falls into one of the following categories, or
  - content that stores, shares, gives or downloads, at least partly falls into one of these categories:
    - a. infringe copyright, patent, industrial or other rights,
    - b. modification of the tracking code in contradiction with the implementation manual,
    - c. the threat to privacy or the security of other systems, or persons,
    - d. is in conflict with Czech law or applicable international conventions,
    - e. overloading the infrastructure, technical or software resources of the Operator or other parties,
    - f. any direct or indirect damage of any rights of the Operator and / or Third parties,
    - g. is contrary to good morals.
2. The above provision applies to everything that is partially included in the above categories, the decision on the violation of this paragraph by the User is solely at the discretion of the Operator.
3. In the event that the User violates these GTC, the Operator is entitled to cancel the User account, permanently delete the Collected data and prevent User access to the Portal. This shall not prejudice the rights of the Operator for damages.
4. All activities made by User's in violation of these GTC, which at the same time can result in (albeit potential) danger to the functionality of the Portal, or any User's activities, which would in any way endanger the copyright or other permission by the Operator will be considered as a breach of these GTC and the Operator is authorized User such limit its activities. Such limitation is particularly in preventing access to the Portal or denial of License, taking measures to limit such activities of User is Operator entitled to apply immediately. Performance limitations, i.e. in particular the type of measure, its intensity and timing is exclusively selected by the Operator.
5. The User regardless of fault is responsible for any damages caused by its actions in conflict with these GTC and / or in conflict with Czech law or other applicable international conventions: Operator, other software Users or other Third parties.
6. The User is not authorized to publicly share and disseminate any data (files), of which the User is not the author. These data come as a document with monitoring codes and the like.

## XI. TERMINATION OF CONTRACT

1. Software License is granted for a fixed period and the User is not entitled to terminate this Agreement or terminate this contract (§ 1837 point I) of the Civil Code).
2. The Operator is entitled to withdraw from the contract with immediate effect, and for reasons of breach of obligations of the User, arising out of the contract and these GTC.
3. If the contract is concluded with a User who is an entrepreneur Operator is entitled to terminate this Agreement at any notice and without giving reasons. The notice period is

one month and begins upon delivery of the notice to the email address of the User specified during registration.

4. The User is entitled to terminate the contract at any time. It does this by not paying the monthly fee. Billing period is one month. The price per User per month, an unused portion will not be refunded.

## XII. COPYRIGHT AND OTHER RIGHTS

1. Materials (codes, implementation documents, texts, photos, images and more), content and appearance of Portal, Portal title or software, digital and print media associated with Portal access codes that make up the portal and software are protected by copyright and Operator It may be protected by other rights of Third parties.
2. Users or Third parties are not allowed above copyright works or elements thereof copyrighted change (paragraph 1.), copy or disseminate it without the written consent of the Operator. In disregard of this ban by the User, the parties have agreed that the Operator is entitled to a contractual penalty in the amount of 10000 Euro for each violation. This does not affect the rights of the Operator for damages, the right to proceed in accordance with the copyright or the Criminal Code.
3. The User acknowledges that he is not entitled to use the trade name of the Operator and the aforementioned entities protected by copyright (paragraph 1.) without the prior written consent of the Operator.

## XIII. FINAL PROVISIONS

1. All agreements between the Operator and the User shall be governed by a valid Czech law. If a relationship based contract includes an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the rights under generally binding regulations.
2. In case of questions concerning these GTC or the contract itself, Operator provides the User with all the necessary information.
3. The User and Operator undertake to settle any disputes amicably, respectively, using a mediator. In case solving their relations through the courts, the parties hereby in terms of §89a of Civil Procedure stipulate territorial jurisdiction of the District Court in Kladno.
4. The contract including the GTC is stored electronically operated and is not accessible to Third parties. About sending the User can ask the Operator to me these documents to the e-mail.
5. The Operator is not in relation to the User bound by any codes of conduct or any volunteer does not follow (as defined in § 1826 paragraph. 1 point E) of the Civil Code).
6. The Operator is entitled to provide services on the basis of trade License and the Operator's activities are not subject to any other permissions. Trade inspection carried out under its authority the Trade Office. Supervision of protection of personal data carried out by the Office for Personal Data Protection. Enforcement of legislation relating to the provision of services to consumers and consumer protection, and performs on-court settlement of consumer disputes arising from this contract is the Czech Trade Inspection.

Court settlement of consumer disputes in the EU can be solved by filing for EU online platform.

7. Given that the contractual relationship is being established for a long time, and after this there may be changes in the market and legislation, the Operator is entitled under § 1752 of the Civil Code, these Terms to the extent appropriate change. The Operator shall publish the new version of GTC on its website and the User will be notified of any such changes by e-mail within a reasonable period of time before the new GTC enters into force. The User has the right to change the GTC in writing refuse enamel communication by the date on which they take effect. If the User changes the GTC at this time rejects true that the contractual relationship governed by the new GTC. If the User changes / new consolidated version of GTC declines, Operators and Users are authorized, the contractual relationship prematurely, and by mutual agreement or the contract rescinded. Deadline for completion of the contract in this case amounts to one month's written notice of the change VOP other party.
8. In these GTC, unless the context clearly indicates otherwise, the meaning of words in the singular is also the meaning of the word in the plural and vice versa.
9. In accordance with § 1753 of the Act 89/2012 Coll., Civil Code, User hereby confirms that he met with the wording of the provisions of these GTC and to dispel doubts, expressly declares that the above provisions accepts.
10. The protection of personal data is regulated in a separate document "[Privacy Policy](#)".
11. GTC are available in Czech and English. The Czech version always takes precedence. In such a case, the operator is not responsible for the accuracy of the translation.

These GTC shall become effective on the date 1.3.2018.

Attachments:

1. Privacy Policy