

Terms of Use for the Provision of the Roivenu Service

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Effective since April 1st, 2022

Introductory Provisions

These Terms of Use for the Provision of the Roivenuue Service (“**ToU**”) are an integral part of the Agreement on the Provision of the Roivenuue Service (“**Agreement**”) concluded between the company Roivenuue s.r.o., with its registered office at Visionary Building, Plynární 1617/10, Praha 7 170 00 ID No.: 06812279, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 289445, as the provider of the Roivenuue Service („**Provider**”) and the second party to the Agreement, i.e. the customer who wishes to use the Roivenuue Service („**Customer**”).

In case of any discrepancies between the provisions of these ToU and the provisions of the Agreement, the provisions of the Agreement will prevail.

The subject matter of the Agreement is to allow the Customer to use the Roivenuue Service in the manner and under the conditions stipulated in the Agreement and the ToU. The Customer uses the Roivenuue Service for its own purposes, or for the purposes of its clients, if it is agreed so in the Agreement.

The definitions contained in these ToU are relevant both for the ToU and the Agreement.

1. Definition of Some Terms

- 1.1. **“Authorised User”**: Authorised User means any natural person acting on behalf of the Customer, mainly the employee of the Customer or another natural person cooperating with the Customer, who has been registered to access the Roivenuue Service and has agreed with the Agreement and these ToU.
- 1.2. **“Implementation”**: The Roivenuue Service requires the Implementation. The Implementation means the process of connecting the Customer to the Roivenuue Service and gaining the opportunity to process the Incoming Data of the Customer by the Roivenuue Service. During the Implementation, the Incoming Data of the Customer are modified or prepared, possibly also with the help of the Measure Code, in such a way, so that these Incoming Data can be processed by the Roivenuue Service. The Implementation is performed by the Customer, based on the instructions and with the cooperation of the Provider.
- 1.3. **“Incoming Data”**: Incoming Data means the data and information related to the marketing activities of the Customer or its clients, which are provided by the Customer to the Provider for the purpose of processing these Incoming Data by the Roivenuue Service. The Incoming Data include both the data coming directly from the Customer or its clients, and the data coming from the analytical and marketing platforms (Google Analytics, Facebook.com, Google Ads etc.) used by the Customer or its clients. If the Agreement provides that the Customer will use the Roivenuue Service for the purposes of its clients, then the term „Incoming Data“ used in these ToU shall mean the Incoming Data of the clients of the Customer.
- 1.4. **“Measure Code”**: Measure Code means the special software application developed and owned by the Provider which is used to gain the Incoming Data of the Customer in such a way that these Incoming Data can be processed by the Roivenuue Service. The Measure Code might be installed in the system of the Customer, in the system of the Provider or in the system of a third party. The Incoming Data are stored in the storage of the Customer, in the storage of the Provider or in the storage of a third party.
- 1.5. **“Outgoing Data”**: Outgoing Data means the result of the processing of the Incoming Data by the Roivenuue Service, in the form of an on-line display, Excel table, graph or in another form.
- 1.6. **“Product Plan”**: Product Plan means the specific pricing plan of the Roivenuue Service, available on the Provider’s website, which the Customer uses within his Roivenuue Service and pays for it.
- 1.7. **“Roivenuue Service”**: The Roivenuue Service means the service provided by the Provider which is run and available mainly at the internet address (URL): app2.roivenuue.com, or at another internet address or addresses according to the consideration of the Provider. The Roivenuue Service is the analytical tool for marketing performance monitoring and optimization.
- 1.8. **“Standard Operation”**: Standard Operation means the period of time starting on the Day of the commencement of the Standard Operation as stipulated in the Agreement and ending together with the termination of the Agreement. During the Standard Operation, the Incoming Data are processed by the Roivenuue Service and the Outgoing data are provided to the Customer.
- 1.9. **“User Account”**: User Account means an account allowing the Authorised User to access and use the Roivenuue Service. The creation of the User Account is a condition for the access of the Authorised User to the Roivenuue Service.

2. Rights and Obligations of the Customer

- 2.1. **Creation and Use of the User Account**. In order to access the Roivenuue Service, the Customer must register to create the User Account. During the registration process, the Customer will be required to provide certain information, including entering a password, or the Customer will be authorised by a third party (OAuth). The Customer agrees to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. The Provider reserves the right to suspend or terminate the User Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. The Customer is responsible for protecting his/her password from abuse or disclosure. The Customer is responsible for any activities performed using the User Account, whether or not such activities were authorised by the Customer. The Customer is obliged to immediately notify the Provider of any unauthorised use of the User Account. The Customer agrees to ensure performance of its obligations by all its Authorised Users and is fully responsible towards the Provider for the performance of obligations by its Authorised Users.
- 2.2. **Purpose of Use of the Roivenuue Service by the Customer**. The Customer may access and use the Roivenuue Service solely for its internal business purposes and may not resell the Roivenuue Service to third parties unless the Agreement provides otherwise.
- 2.3. **Use of the Outgoing Data**. The Customer may use the Outgoing Data without any limitation and may provide them to their agents or other third parties.

- 2.4. **Age Limitation.** The Roivenu Service is intended solely for persons who are at least 18 years of age. Any access to the Roivenu Service or the User Account by a person under 18 is prohibited. By using the Roivenu Service and the User Account, the Customer and the Authorised User acknowledge they are at least 18 years of age.
- 2.5. **Personal data.** The Customer agrees not to provide the Provider, both in the framework of the Incoming Data or otherwise, with any personal data above and beyond the agreed data required for proper functioning of the Roivenu Service according to the provided version. The Customer is obliged to pseudonymize this data so that the Provider unable to identify a particular person based on the provided details or combination thereof, unless the Provider has a key for reverse individualization. The detailed regulation of handling personal data is contained in the Data Processing Agreement and Privacy Policy.
- 2.6. **Prohibited Activities of the Customer.** The Customer shall not attempt to interfere with or disrupt the Roivenu Service. The Customer shall not allow access to or use of the Roivenu Service by anyone other than Authorised Users. The Customer shall not copy, modify, create derivative works from or distribute any portion of the Roivenu Service. The Customer agrees not to disassemble, decompile or reverse engineer the Roivenu Service or the software used for the provision of the Roivenu Service including the Measure Code or allow any third party to do so. The Customer acknowledges and agrees that the Provider does not monitor or police the Incoming or Outgoing Data and that the Provider shall not be responsible for the content of the Incoming or Outgoing Data. The Customer shall use the Roivenu Service solely for legal purposes and in accordance with all applicable legal regulations. In the use of the Roivenu Service, the Customer may not transmit (a) unsolicited commercial communications, (b) materials infringing intellectual property rights or materials that have been obtained unlawfully, (c) data containing computer viruses or other harmful programs.
- 2.7. **Cooperation and Assistance.** As a condition for the provision of services by the Provider under the Agreement and these ToU, the Customer shall at all times provide the Provider with any cooperation and assistance required; the Customer will provide to the Provider in particular with: (a) access to information that may be reasonably required by the Provider in order to provide the Roivenu Service, mainly the access to the automatic loading of the Incoming Data (the possibility of such access differs according to the type of the system), (b) access to the analytical and marketing platforms (Google Analytics, Facebook.com, Google Ads etc.), (c) personnel assistance, as may be reasonably requested by the Provider from time to time, (d) at its option, provide the Provider with feedback, comments, and suggestions for improvements relating to the Roivenu Service ("**Feedback**"), (e) e-mail address to which the Provider will send notifications on the changes or updates of the Roivenu Service, where the Customer is obliged to appoint particular responsible person who will process such notifications. The Customer acknowledges that in case that the Provider loses access to the loading of the Incoming Data, it will not be possible to provide the Outgoing Data and the Roivenu Service. Correction of the loading of the Incoming Data after the access was lost might be performed only based on the agreement between the Provider and the Customer.
- 2.8. **Marketing Support.** For the period of the Duration of the Agreement and also for the period after the termination of the Agreement, the Customer grants the Provider, free of any charge, the right to publish the corporate name, brand and logo of the Customer and the information that the Customer is the client of the Provider, in the internet and other presentations and marketing materials of the Provider. In case the parties would agree so, the Customer may participate in the customer case studies organised by the Provider.
- 2.9. **Enforcement.** The Customer is responsible for all activity occurring under its use and under its Authorised Users use of the Roivenu Service. The Customer shall ensure, and at the request of the Provider prove by evidence, that all Authorised Users have read in detail, understood and approved the Agreement and these ToU and that they undertook to comply with the Agreement and these ToU. The Customer shall promptly notify the Provider of any suspected or alleged violation of the Agreement including any unauthorised use of any password or account or any other known or suspected breach of security. The Customer shall cooperate with the Provider with respect to: (a) any investigation by the Provider of any suspected or alleged violation of the Agreement and (b) any action by the Provider to enforce the Agreement. The Provider may suspend or terminate any Authorised User's access to the Roivenu Service upon notice to the Customer in the event that the Provider reasonably determines that such Authorised User has violated the Agreement.
- 2.10. **Telecommunications and Internet Services.** The Customer acknowledges and agrees that the use of the Roivenu Service by the Customer and by the Customer's Authorised Users is dependent upon access to telecommunications and Internet services. The minimum internet bandwidth required for the use of the Roivenu Service is 1 Mbit/sec. The Customer shall be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Roivenu Service, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. The Provider shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and Internet services.
- 2.11. **Software and Hardware.** The Customer acknowledges and agrees that in order to be able to use the Roivenu Service, the Customer must at its own cost and responsibility install and maintain the necessary software and hardware, such as a standard Web browser (e.g. latest version of Chrome or Safari), MS Excel version 2013 or higher etc.
- 2.12. **Customer's Questions.** Questions regarding functionality of the Roivenu Service are to be sent to the e-mail address support@roivenu.com.

3. Rights and Obligations of the Provider

- 3.1. **Modification of the System.** The Provider reserves the right to modify, update, change, discontinue or terminate the Roivenu Service or the Measure Code. Should enhancements made to the Roivenu Service or to the Measure Code require or entail additional software or hardware resources on the part of the Customer in order for the Customer to use the full scope or functionality, then the Provider shall notify the Customer hereof in sufficient advance. The Customer acknowledges that within the Roivenu Service, automatic notifications about the news related to the Roivenu Service might be sent to the e-mail addresses connected with the User Accounts.
- 3.2. **Customization of the System.** In case of a Customer request for a system customization, which would be in line with the overall concept of the system, the Provider will consider such a request and potentially include it in the next system update.
- 3.3. **Modification of the Incoming Data.** The quality of the results provided by the Roivenu Service depends on the quality and condition of the Incoming Data. In order to ensure the quality of the provided service, the Roivenu Service may automatically detect and correct some of the repeating mistakes of the loaded Incoming Data.

- 3.4. **Protection and Storage of the Data.** The Provider shall maintain appropriate protection and archival procedures to store the Incoming and Outgoing Data. The data of the Customer shall be stored separated from the data of the other customers of the Provider. The provider will monitor systems operation and respond promptly to any disruption in operations. All Customer data hosted on the Provider's servers is backed up every 24 hours, with back-ups being stored at a different location. The Provider is not responsible for a loss, damage, change or breach of confidentiality of the Incoming and Outgoing Data caused by any third party. In the event of any damage or loss of the Customer's data, the Provider will use its commercially reasonable efforts to restore the data from the current backup. The Provider reserves the right to establish or modify its general practices and limits relating to storage of the Customer's data.
- 3.5. **Responsibility for the Quality of the Outgoing Data.** The Provider is not responsible for the mistakes or imperfections of the Incoming or Outgoing Data, in case that these mistakes or imperfections are caused by lack of cooperation of the Customer, by improper Incoming Data, by the fact that the Customer modified the Measure Code or due to other circumstances not caused by the Provider. The Provider is not responsible for any damages on the side of the Customer that arose in connection with the use of the Roivenu Service or with the decisions made by the Customer based on the results of the use of the Roivenu Service.
- 3.6. **Upgrades and Downgrades.** The Provider, on behalf of a Customer's request and/or their consent, may upgrade or downgrade the Customer's Product Plan. The Customer is informed that downgrading may cause loss of features of the Roivenu Service and/or Incoming Data. The Provider shall not be liable for such loss.
- 3.7. **Industry Benchmarks.** The Customer agrees with the processing of its data and their use for the improving of the Roivenu Service. The Customer data might be used to improve the algorithms used in the Roivenu Service, to continually improve the Roivenu Service, or for use within the industry benchmarks which will be published. The Provider may publish the data from the industry benchmarks only if they comprise data of more than 10 subjects within one industry, or overall statistics, and it will not under any circumstances be possible to determine the identity of a particular Customer. The Provider and the Customer have the right to publish the overall statistics and share them among their clients.
- 3.8. **Marketing Channels.** The Roivenu Service works with various marketing channels used by the customers of the Provider. In the Agreement the Customer chooses appropriate marketing channels, from the channels offered by the Provider. During the Standard Operation, the Customer may choose additional marketing channels from the channels offered by the Provider. The Roivenu Service does not process marketing channels with an investment below EUR 200 during the last 3 months.
- 3.9. **Availability of the Roivenu Service.** In case that the Roivenu Service is not accessible or is interrupted from the side of the Provider for more than 1 working day or for more than 48 hours during 1 month, the Customer is entitled to a proportionate discount from the agreed price of the Roivenu Service unless a Service Level Agreement applies.

4. Payments

- 4.1. **Types of Payments.** The payments related to the use of the Roivenu Service are specified in the Agreement or its annexes.
- 4.2. **General Principles for Invoices and Payments.** The following general principles apply unless agreed otherwise:
- Invoices for Product Plans are issued monthly and fully in advance prior to providing Roivenu Service.
 - Extra services that are based on real usage and/or not included in Customer's Product Plan are invoiced retroactively at the end of month of its usage. If non-invoiced extra services occur, such extra services shall be added to invoice for extra services in the following month.
 - Invoices for the Roivenu Service and/or extra services can be paid through electronic payment methods or with wire transfers based on invoices issued by the Provider.
 - The invoices are due within 14 days of the day they are issued.
 - The invoices will be sent to the Customer electronically through a web interface or to the e-mail address stated in the Agreement.
 - When the Customer upgrades or changes to a Product Plan of a higher price, the payment for the upgraded Product Plan becomes immediately applicable. Upon upgrade, the difference between original Product Plan price and new Product Plan price shall be invoiced for the current month. Subsequent months will be invoiced in full according to the new Product Plan.
 - Downgrades and/or changes of Product Plans to a lower price are applicable and started to be invoiced in the following month.
- 4.3. **Credits.** If the Customer is billed for using extra services with an amount that is higher and not corresponding to the real usage of these extra services, the Provider shall apply credits in the invoices for the following month in the size of the difference between billed price and price of the extra service used in actuality.
- 4.4. **Duration included in Payments.** The Customer is obliged to pay the payments for the Standard Operation of the Roivenu Service:
- as from the day of the commencement of the Standard Operation agreed in the Agreement, or from the moment of acquiring the access to the Roivenu Service if such moment happens earlier, including the case that due to reasons on the side of the Customer or a third party it was not possible to ensure the complete Implementation before the agreed day of commencement of the Standard Operation.
 - for the period during which the Roivenu Service has not provided the Outgoing Data to the Customer due to lack of cooperation on the side of the Customer, or due to the fact that the Roivenu Service has not received the Customer's Incoming Data due to a reason on the side of the Customer or a third party.
- 4.5. **Late and missing Payments.** In case that the Customer have not paid or is late with:
- any payment for a period longer than 5 days, the Provider may discontinue or reduce the Customer's use of the Roivenu Service.
 - the payment of any invoice, the Customer is obliged to pay a late payment interest of 0.1% per each day of the delay.
 - the payment of any invoice for a period longer than 1 month, the Provider may withdraw from the Agreement.
- 4.6. **Fixing rates.** The Provider has the right to fix currency exchange rates of the price list and invoiced currency to prevent unpredictable fluctuation of the final invoiced price for Roivenu Service due to rate development. The Provider includes information about fix rate in the issued invoice.

- 4.7. **Taxes and fees.** Unless otherwise agreed, all prices mentioned in the ToU or the Agreement do not include any taxes (i.e. VAT), duties, fees or other amounts imposed by legislation or any government authority. The invoiced sums will be appropriately increased by the used taxes and/or fees, including VAT.

5. Intellectual Property Rights

- 5.1. **No Licence to the Roivenu Service.** No rights or licences to the Roivenu Service are being transferred to the Customer.
- 5.2. **Licence to the Feedback.** The Customer grants to the Provider a non-exclusive, territorially and temporally unlimited and free-of-charge licence and consent to the use, modification and incorporation of the Feedback (see Article 3.7. of the ToU) into the Roivenu Service, including the right of the Provider to freely use and sell such modified Roivenu Service, without any rights or claims arising on the side of the Customer.
- 5.3. **Licence to the Measure Code.** The Provider grants to the Customer a non-exclusive and territorially unlimited licence and consent to use the Measure Code for the purpose of using the Roivenu Service by the Customer, solely for the period of the duration of the Agreement. After the expiration of the Agreement, the Customer is obliged to immediately stop using the Measure Code and delete all the data related to the Measure Code from the Customer system.
- 5.4. **Licence to the Data.** The Customer grants to the Provider a non-exclusive, territorially and temporally unlimited and free-of-charge licence and consent to use and modify the Incoming and Outgoing Data of the Customer.

6. Confidential Information

- 6.1. **Definitions and Exclusions.** By virtue of this Agreement, the parties may have access to each other's confidential information ("**Confidential Information**"). The Provider's Confidential Information includes, without limitation, all the commercial and technical information relating to the Roivenu Service and the Measure Code, methods, processes and know-how relating to the Roivenu Service, and any software used in relation to the Roivenu Service, whether in source or executable code, documentation, non-public financial information, pricing other than pricing publicly disclosed on the Provider's website, business plans, techniques, methods, processes, and the results of any performance tests of the Roivenu Service. The Customer's Confidential Information includes, without limitation, the access details to the User Accounts and to the Roivenu Service and the Incoming Data. Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; or (c) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 6.2. **Obligation of Confidentiality.** During the Duration of the Agreement and for a period of three years after termination of the Agreement, neither party shall make the other's Confidential Information available to any third party or use the other's Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed in violation of this Agreement, but in no event will either party use less effort to protect the Confidential Information of the other party than it uses to protect its own Confidential Information of like importance. Confidential Information may be disclosed as required by any governmental agency if such obligation ensues from the relevant law, provided that before disclosing such information the disclosing party provides the non-disclosing party with an advance notice.

7. System Functionality

- 7.1. **Warranty of Functionality.** The Provider warrants that during the duration of the Agreement: (a) the Roivenu Service shall perform materially in accordance with the description contained in the Agreement and the ToU, (b) the Provider shall exercise maximum effort to ensure that the Roivenu Service does not contain any harmful computer viruses.
- 7.2. **Planned Outages of the System.** The Provider will notify the Customer in at least 24 hours advance on the planned outages of the Roivenu Service, which are necessary for the maintenance and upgrades of the system. Such outages of the System are not considered as breach of the Agreement by the Provider.
- 7.3. **Notifications of Defects.** The Customer is obliged to immediately notify the Provider of any defects or imperfections in the functionality of the Roivenu Service.
- 7.4. **Disclaimer of Responsibility of the Provider.** The Provider shall have no warranty and liability for defects of the Roivenu Service which have already been existent at the commencement of the Agreement in case that The Provider is not accountable for such defect. The Provider shall have no warranty and liability for any claims, losses, or damage caused by errors or omissions in any information (including the Incoming Data) provided to the Provider by the Customer, in connection with the Roivenu Service or any actions taken by the Provider at the Customer's direction. The Provider shall have no warranty and liability for any claims, losses or damages arising out of or in connection with the use by the Customer or by any Authorised User of any third-party products, services, software or websites. Except as expressly provided in Article 8.1. of the ToU, the Provider disclaims any warranty and liability for any damages on the side of the Customer arising out of or in connection with the use of the Roivenu Service or in connection with the decisions made by the Customer based on the data from the Roivenu Service.

8. Personal Data Processing

- 8.1. **Privacy Policy.** The Provider may process some personal data. Details how the Provider process personal data are described in Privacy Policy, available on Roivenu website under Privacy Policy button.
- 8.2. **Data Processing Agreement.** The Data Processing Agreement between the Customer and the Provider within the meaning of Art. 28 et seq. of GDPR is included in Annex 1 to this ToU and concluded upon signing of the Agreement.

9. Duration and Termination of the Agreement

- 9.1. **Duration of the Agreement.** The Agreement is concluded for an indefinite term unless the Parties agree otherwise.
- 9.2. **Autorenewal.** If the Agreement is concluded for a definite term, it is renewed for the period of time corresponding to original duration of this Agreement upon its expiration unless the Customer does not notify the Provider in writing at least 1 month before the expiration unless otherwise agreed.
- 9.3. **Termination of the Agreement.** The Agreement can be terminated:
- by mutual agreement of the parties.
 - by a written withdrawal (i.e. immediate termination without a notice period).
 - in case the Agreement is concluded for an indefinite term and the Customer is paying for Roivenuue Service by wire transfer on behalf of received invoices, by a written notification of any party due to any reason or without a reason, with a notice period of 1 month from the first day of the month following the delivery of the termination notification;
 - in case the Agreement is concluded for an indefinite term and the Customer is charged for Roivenuue Service automatically with payment gateways or other electronic payment methods resulting in the Provider being credited with payment for Roivenuue Service immediately, by a cancelation of this payment method on the Provider's website: the notice period lasts to the day the Customer would otherwise be charged for the Roivenuue Service again.
- 9.4. **Withdrawal.** The parties may withdraw from the Agreement in the following cases:
- in cases stipulated by the relevant law.
 - in cases stipulated by the Agreement or the ToU.
 - in case of any breach of the Agreement or the ToU by the other party, in case that the other party was notified of the breach in writing but has not provided a remedy for such breach within 10 days after the receipt of the notification.
 - in case of insolvency of any party.

10. Rights and Obligations upon Termination of the Agreement

- 10.1. **Termination of the Use of the System.** Upon termination of the Agreement, the Customer's and its Authorised Users' right to access and use the Roivenuue Service and the Measure Code shall immediately terminate, the Provider and its Authorised Users shall immediately cease all use of the Roivenuue Service and the Measure Code and shall return to the Provider and make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the Provider.
- 10.2. **Deletion of Data.** Any Incoming Data that was loaded onto the Roivenuue Service, may be deleted, usually at the end of the month following the month in which the Agreement was terminated.
- 10.3. **Provision of Data Backup.** In case that the Agreement is terminated due to other reason than breach of the Agreement by the Customer, the following clause will apply: In case that the Provider receives, no later than 30 days after the termination of the Agreement, a written request of the Customer, the Provider will provide to the Customer the then-most recent back-up of the Incoming Data of the Customer. The Customer shall pay all reasonable expenses incurred by the Provider in providing the back-up data to the Customer.
- 10.4. **Survival.** The provisions of the Agreement and the ToU which in nature are to survive the termination shall remain in full force and effect after the termination of the Agreement.

11. Final Provisions

- 11.1. **Governing Law.** The Agreement shall be governed by the laws of the Czech Republic. Any disputes regarding the relationship between the Provider and the Customer and their rights and obligations following from the Agreement, as well as disputes regarding the performance of the Agreement, shall be resolved by competent courts of the Czech Republic having substantive and local jurisdiction.
- 11.2. **Transfer of Rights under the Agreement and Assignment of the Agreement.** The Customer may not assign or transfer the Agreement, in whole or in part. The Provider may assign or transfer the Agreement to a third person without the consent of the Customer. The Provider is entitled to assign the Agreement to a third party.
- 11.3. **No Exclusivity.** The Agreement does not limit either party to sign a similar agreement with a third party in the future.
- 11.4. **No Waiver of Rights.** No failure or delay by either party in exercising any right under the Agreement shall constitute a waiver of that right.
- 11.5. **Amendments to the Agreement and the ToU.** The Agreement (including the ToU) may be amended only by a written agreement of both parties or by means stated in the Agreement or the ToU.
- 11.6. **Modification of the ToU.** The Provider has the right to modify these ToU in such a way that the Provider displays the modified text of the ToU on its website and sends to the Customer a written notification with access to this modified ToU. The modification of the ToU becomes effective and thus becomes a part of the Agreement on the fifteenth day after the sending of the above-mentioned notification unless a longer period is stated in the modified ToU. If the Customer does not agree with the modified ToU, he has the right to refuse them by a written notice, delivered to the Provider before the modified ToU becomes effective. For indefinite term Agreements, this notification resolves into termination of Agreement with notice period of 1 month from the first day of the month following the delivery of the notification while the original ToU applies. Definite term Agreements lasts to the day they were originally concluded while the original ToU applies: after this date is terminated.
- 11.7. **Severability.** If any provision of the Agreement is or will be found invalid or unenforceable, that provision will be replaced with a valid and enforceable clause intended to effect the parties' original intent to the maximum extent permissible, and the remaining provisions of the Agreement shall remain in effect.
- 11.8. **Force Majeure.** Neither party shall be liable for any delay in performance or non-performance of its obligations under the Agreement or for damage or penalties otherwise valid, if the delay or non-performance resulted from an event of force majeure. Force majeure means, without limitation, strong storms, floods and other natural disasters, traffic delay, electricity shortage, vandalism, terrorism, sabotage, riots or changes in legislation that was valid at the time of conclusion of the Agreement.

- 11.9. **Entire Agreement.** The Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of the Agreement.
- 11.10. **Declaration of acceptance.** By signing the Agreement, the Customer confirms he is signing the Agreement in line with its business activities, has read the Agreement and the ToU with its annexes properly and in detail, understand them, and states that the Agreement was concluded in accordance with the right and free will of the Customer, unambiguously, understandably and seriously.
- 11.11. **Inconsistencies between documentation.** If In the event of a conflict between Agreement and these ToU, the Agreement shall prevail to the extent it is intended to. Also, if specific deviations from this ToU are included in the Agreement and the numbering of the ToU is changed, the deviation will apply on provisions that most closely correspond in substance to the original wording of the provision from which the deviation was taken.
- 11.12. **Effective Date.** These ToU are effective from April 1st. 2022.

On behalf of the Provider:

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Pavel Šíma, executive director

Annex 1: Data Processing Agreement

Agreement. In relation to Art. 2.5. of the ToU, this Annex 1 contains the agreement between the Customer and the Provider within the meaning of Art. 28 et seq. of Regulation (EU) No. 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. In the framework of provision of the Roivenuue Service by the Provider, the Customer provides data to be processed by the Roivenuue Service, some of which may have the character of personal data within the meaning of the Regulation. In relation to this data, the Customer is the data controller and the Provider is the data processor within the meaning of the Regulation. This Article regulates the rights and obligations related to the processing of this data. During the term of the Agreement, the Provider and the Customer agree to manage the data having the character of personal data under the Regulation in the performance of the Agreement solely in accordance with the provisions stipulated below.

Scope. The scope of the processing of data having the character of personal data under the Regulation provided to the Provider by the Customer is limited by the purpose for which this data are provided to the Provider by the Customer. This purpose includes the performance of the Agreement and provision of the agreed functionalities of the Roivenuue Service according to the option selected by the Customer. The Provider is not entitled and agrees not to carry out any other processing.

Obligations of the Customer. By accepting these ToU with this Annex, the Customer acknowledges that it is the controller of the data provided to the Provider having the character of personal data under the Regulation, and it also acknowledges that this data is collected and processed by the Customer in accordance with the Regulation, that this data is accurate, corresponds to the stipulated purpose for which it was collected by the Customer and only to the extent necessary to fulfil such purpose. By accepting these ToU, the Customer acknowledges that it has the legal grounds to possess and process the personal data and authorises the Provider to possess and process the personal data, and agrees to maintain validity of such legal grounds throughout the term of the Agreement.

Cookies. The Customer agrees to comply with the legal regulations regarding the use of cookies which generate some of the data provided to the Provider for the purposes of processing. The Customer is obliged to inform the persons accessing its website about the use of cookies in the manner stipulated by law and/or request their active consent with the use of cookies, if required by the laws of the country of the Customer.

Provided Personal Data. For the performance of the Agreement and depending on the selected option of the Roivenuue Service, the Customer will provide the Provider with some or all of the following data originating from the Customer's internal systems, which may be regarded as personal data within the meaning of the Regulation:

- OrderId,
- UserId,
- userEmail,
- UserCity,

The above-specified list of data is not closed and its scope may vary with regard to current functions and contents of the Customer's internal system. In the framework of securing the data, the Customer agrees to provide it to the Provider in a pseudonymised form (hashed), without the reverse individualisation key, except for data which, as determined by the Provider, must be provided in the original form to ensure operation of the Roivenuue Service. The Customer will provide the above-specified data to the Provider together with other data from the Customer's internal system which, however, cannot be regarded as personal data within the meaning of the Regulation (hereinafter the "**Other Data**"). In order to ensure maximum legal certainty, the parties agree to also manage Other Data in accordance with the rights and obligations of the parties established by this Article. If the Roivenuue Service option selected by the Customer does not envisage transfer of data from the Customer's internal systems, the above text of this paragraph shall not apply for the performance of the Agreement.

Data from Google Analytics and analysis platforms. For the purposes of performance of the Agreement, the Customer will also allow the Provider access to its Google Analytics service account and/or to any other platforms used by the Customer for web analysis (Adobe Omniture, etc.), or adserving platforms (Google Doubleclick, AdForm, etc.), on the basis of which the Provider will gain access to data from these tools, which may be regarded as personal data within the meaning of the Regulation:

- UserId,

- CookieId,
- Roivenueld

The Customer will provide the above-specified data to the Provider together with Other Data from the Customer's web analysis platform accounts. In order to ensure maximum legal certainty, the parties agree to also manage Other Data in accordance with the rights and obligations of the parties established by this Article. The Customer hereby grants consent to the Provider to integrate Roivenueld, as an essential parameter for the operation of the Roivenuue Service, into Google Analytics service and/or to any other platforms used by the Customer for web analysis or ad serving.

Data from marketing and advertising platforms. For the performance of the Agreement, the Customer also provides the Provider with data collected by the Customer from marketing and advertising platforms (AdForm, DoubleClick, Facebook, etc.). This data does not include data that could be regarded as personal data within the meaning of the Regulation. This is Other Data in the form of anonymous aggregate data, but, in order to ensure legal certainty, the parties agree to also manage Other Data in accordance with the rights and obligations of the parties established by this Article.

The Customer agrees to provide the Provider with any and all access details to all analytical, marketing and advertising platforms, which are used by the Customer and the outputs of which are to be used for the performance of the Agreement. The Customer further agrees to inform the Provider without delay of any changes in access details. The Provider agrees to secure these details and keep them confidential.

Regardless of the selected Roivenuue Service option, the Customer agrees to provide the Provider only with the pre-agreed scope of data necessary for the provision of the Roivenuue Service. If it is ascertained that any other data has been provided, the Provider will not handle this data in any way, is entitled to remove it immediately from its databases and storage sites without replacement, withdraw from the Agreement, and the Customer is obliged to compensate the Provider for any damage incurred as a result of breach of the Customer's obligation according to this paragraph, including any penalties imposed on the Provider by the personal data protection authority.

Purpose of Processing. All data pursuant to Art. 9.4., i.e. data that may be regarded as personal data within the meaning of the Regulation and Other Data, are processed for the purpose of performance of the Agreement consisting in the provision of analysis of the provided data required by the Customer so that the output of this analysis could be used by the Customer to further develop its business, elaborate its sales strategies and marketing activities, increase the efficiency of advertising campaigns, etc. The processing carried out by the Provider is not aimed at a particular client or user of the Customer and the outputs of the processing carried out by the Provider do not contain information on a particular person but, in each case, summary information on the required aspect of the Customer's activities. The processing is carried out through automated activities performed by the Provider's own software in the form of collecting the provided data, their storage, combinations, filtering and evaluation. The Provider does not perform processing in the form of profiling of an individual data subject.

Special Categories of Personal Data. The Customer declares that it will in no way provide the Provider with any data that could be deemed to fall within the scope of any of the special categories of personal data under the Regulation. The processing of such data is not the subject of performance of the Agreement and if it is ascertained that any data that could be deemed to fall within the category of special data under the Regulation has been provided, the Provider will not handle this data in any way, is entitled to remove it immediately from its databases and storage sites without replacement, withdraw from the Agreement, and the Customer is obliged to compensate the Provider for any damage incurred as a result of breach of the Customer's obligation according to this paragraph, including any penalties imposed on the Provider by the personal data protection authority.

Processing Requirements. The Provider agrees to process the data provided to it by the Customer for the purpose of performance of the Agreement within the scope depending on the Roivenuue Service option selected solely for this purpose and in accordance with the Customer's written instructions. By entering into the Agreement and accepting these ToU, the Customer instructs the Provider to process data that may be regarded as personal data under the Regulation, as well as Other Data depending on the Roivenuue Service option agreed in the Agreement. Any and all instructions or requests on the processing above and beyond those regularly provided with the respective Roivenuue Service option shall be made by the Customer by e-mail to dpo@roivenuue.com. If any instruction or request is made by the Customer in any other way, the Provider is not obliged to perform it before instruction or request is confirmed by the Customer in writing.

Transfer to Third Countries. The Provider declares that it transfers no data to third countries or to an international organisation nor is it obliged to do so by virtue of the legal regulations applicable to the Provider. The Customer acknowledges that the data provided to the Provider for the performance of the Agreement is stored by the Provider on the Provider's cloud storage within the Microsoft Azure platform.

Employees and Other Processors. The Provider agrees to ensure confidentiality by all its employees who, in the performance of their activities, come or could come into contact with data that could be regarded as personal data under the Regulation. This obligation of the Provider also applies if the Provider performs the processing using persons other than its employees, including other processors, if any. By accepting these ToU, the Customer grants to the Provider express consent to engage other persons, which could be regarded as other processors under the Regulation provided that such persons will perform activities in relation to the data provided to the Provider by the Customer that the Provider would otherwise perform through its employees. The Customer's consent also applies to all persons, which are in a contractual relationship with the Provider as of the date of

execution of the Agreement and, based on the content of the contractual relationship, could be regarded as other processors within the meaning of the Regulation. The Provider agrees to inform the Customer of any change in these persons in advance.

Security. The Provider agrees to provide for appropriate technical and organisational measures to protect the data provided to it by the Customer and to adopt any measures preventing unauthorised or accidental access to such data, their change, destruction or loss, unauthorised transfer, processing, as well as other misuse of such data. If any of the above occurs, the Provider agrees to inform the Customer of such fact without delay so as not to prevent the Customer from complying with the deadlines for notification of incidents under the Regulation. The Provider agrees to demonstrate the adoption and existence of measures under this paragraph to the Customer without undue delay. Irrespective of any other measures, the Provider agrees to always protect the area where the performance of the Agreement takes place and where the technical means through which the Agreement is performed are located from access by unauthorised persons and to internally define the circle of persons allowed access to these areas.

Undertaking of the Provider. In the performance of the Agreement, the Provider agrees to:

- a) process the provided data exactly in the same form in which it was obtained from the Customer,
- b) process only data corresponding to the purpose set by the Customer in accordance with the Agreement and in the scope necessary to fulfil the set purpose,
- c) process the provided data in accordance with the purpose for which it was collected by the Customer,
- d) maintain the provided data only for the period required for the performance of the Agreement,
- e) process the provided data only on the basis of the Customer's instructions and provide such data or outputs of its processing to third parties only with the Customer's prior consent,
- f) maintain the data provided to it by the Customer only for the period necessary to fulfil the purpose of the processing,
- g) delete all the data provided to it by the Customer after the termination of performance of the Agreement and/or return the data to the Customer and delete the existing copies of such data, unless the law or other legal regulation imposes on the Provider an obligation to maintain the data.

Undertaking of the Customer. In the performance of the Agreement, the Customer agrees:

- a) if it is the processor and not the controller of the data provided to the Provider, to inform the controller of the relevant data, in a manner stipulated by the Regulation, on the Provider's engagement in its processing,
- b) inform the users of its websites of the provision of the details of their activity on these websites to the Provider as the processor of this data; the Customer agrees to post this information in such a manner so that the user of its website, when entering data that is provided in the framework of the performance of the Agreement, is informed of the fact that this data is provided to the Provider for processing, in which scope it is provided and of the purpose for which it is processed by the Provider.
- c) state in its business terms and conditions or in the notice of personal data protection, which is easily available to the Customer's clients on its website and to which a link is posted on those websites of the Customer in which personal data is collected, information in the following wording or in the wording that does not change the substance of the original wording: "In order to evaluate our marketing activities, the success rate of advertising campaigns, the efficiency of the funds invested in these activities and the analysis of our market position, we use Roivenue s.r.o. as the processor to which we provide some data on the activity of our clients on our websites." This obligation does not apply to agency clients who, as the processors, use the Roivenue Service for their own clients as the controllers of data provided to them.

Inspection. The Provider agrees to allow the Customer to inspect the technical and organisational measures for the protection of the provided data and outputs of processing generated on the basis of the performance of the Agreement on any business day between 10:00 a.m. and 4:00 p.m. on the basis of the controller's prior notice given fifteen business days before the given inspection. The Provider agrees to provide the same assistance for the inspection to a person which is authorised by the Customer to perform such inspection and which submits such authorisation to the Provider. The Provider further agrees to provide the Customer with reasonable cooperation in complying with the Customer's obligation to respond to requests by the data subject under the Regulation and to assist it in complying with the Customer's obligation stipulated by the Regulation within the scope of data which was provided to the Provider by the Customer and which corresponds to the character of data and activity of the Provider under the Agreement. However, the Customer is not entitled to transfer the performance of its own obligations under the Regulation onto the Provider.

Obtaining personal data in accordance with legal regulations. The Customer declares that any and all data that may be regarded as personal data under the Regulation and that the Customer will provide to the Provider for the purpose of performing the Agreement was and will be obtained in accordance with the legal regulations regulating the management of personal data. The Customer agrees to specify the category of recipients of personal data which the Provider falls into or directly the Provider as the recipient of personal data in case of data that may be regarded as personal data within the meaning of the Regulation and in respect to which the Customer knew or should have known at the time of obtaining the data from the data subjects that it will be provided to the Provider for processing. The Customer agrees to use the outputs from the processing of the provided data solely for the purposes specified in paragraph 9.5. and/or for similar purposes. The Customer agrees not to use the Roivenue Service and/or outputs from the Roivenue Service for the identification of particular persons regardless of the purpose that the Customer would pursue by such identification.

Saving Content onto Storage. If, during the performance of the Agreement, the Provider has allowed or will allow the Customer to use the allocated capacity of the cloud storage to which the Provider has the ownership title or the right of use, the Customer agrees to store onto such storage only data intended for or arising from the performance of the Agreement. Storing any other content by the Customer is prohibited. If it is ascertained that the Customer has breached this obligation, the Provider will not handle this data in any way, is entitled to remove it immediately from the storage site without replacement, withdraw from the Agreement, and the Customer is obliged to compensate the Provider for any damage incurred as a result of breach of the Customer's obligation according to this paragraph, including any penalties imposed on the Provider by the personal data protection authority.

Amendments to the Data Processing Agreement. This Data Processing Agreement as an integral part of ToU may be amended by the Provider in the same way as ToU.