

General Terms and Conditions of Balíkobot

1. Introductory Provisions

I. Balíkobot Company

Balíkobot, s.r.o. is a provider of smart technology designed to accelerate, automate, and simplify the dispatch of parcels, pallets, and letters. The Service enables the printing of labels directly from the Customer's system (E-shop, ERP, WMS).

II. Scope of the Terms and Conditions

These Terms govern the mutual rights and obligations between the Provider and the Customer arising from the provision of the Provider's Service.

Deviating provisions set forth in the Order shall take precedence over the provisions of these Terms.

These Terms also apply to cases where the Services are utilized through an add-on obtained from an application marketplace (e.g., Shopify, Ava Place, etc.). In such cases, the terms and conditions of the respective application marketplace shall also apply. In the event of a conflict between the terms, these Terms shall generally prevail.

These Terms shall apply mutatis mutandis to the rights and obligations of the Sender when utilizing the Services.

III. Special Provisions for the Shopify App Store

Liability. When using the Service through the Shopify platform, the Customer acknowledges that Shopify shall not be liable for any defects in the Service or damages arising from its installation or use and Shopify shall not provide any assistance with the installation or use of the Service. The Provider shall be solely responsible for the Services, under the terms and conditions set forth in Article 9 of these Terms.

Security Incidents. Notwithstanding the provisions of Article 8, Section II of these Terms, in the event of a suspected data breach within the Shopify platform, the Provider shall report this fact to Shopify no later than 24 hours after becoming aware of it.

IV. Definition of Terms

APPLICATION Model – the method of providing the Service on the basis of Registration in the Web Application and under the terms of a specific Tariff;

Carrier – a provider of Transport Services;

Client Zone – the website operated by the Provider for the purposes of the ORDER Model, available at <https://client.balikobot.cz>, where the Customer can configure or view an overview of the Service, e.g. an overview of invoices, current Price List, generated labels, API keys, label format settings, etc.;

Contract – the cooperation agreement governing the rights and obligations of the parties in the provision of Services via the Information System, concluded between the Provider and the Customer. The Contract consists of these Terms and, where applicable, the Order summary;

Contracting Party, Contracting Parties – the parties to the Contract, i.e., the Customer and the Provider;

Customer – a legal entity or a natural person acting as an entrepreneur, ordering the Provider's services within the scope of their business activity or the exercise of their business;

Information System – software or an online service that can be linked to business information, economic, and accounting systems, an overview of which is provided on the Provider's website, and which enables the provision of the Service;

Order – an order for Services within the ORDER Model made by the Customer. The Order includes, among other things, the selected Tariff according to the valid Price List;

Price List – a document containing prices for both models for individual Tariffs, excluding value added tax, which will be calculated on the tax document (invoice) at the applicable rate. The currently effective Price List is always published in the Client Zone or the Web Application;

Provider – Balíkobot, s.r.o., with its registered office at Karolinská 706/3, 186 00, Prague 8, ID No.: 06283799, Tax ID: CZ06283799, registered at the Municipal Court in Prague under File No.: C 279465;

Registration – the process of creating a User Account in the Web Application, either by entering an e-mail address and password and verifying them, or via a third-party authorization service (SSO), such as Google;

Sender – a legal entity or a natural person acting as an entrepreneur who uses the Service to send a consignment to the end addressee. The Sender will usually be the Customer, but it may also be another person in cases where the Sender is not in a direct contractual relationship with the Provider;

Service – a service operated by the Provider that allows the Customer to connect the Transport Service they use to the business information, economic, or accounting system they use, thereby facilitating the dispatch of consignments and their further logistics;

System – any supported enterprise information, ERP, or accounting system, application, or e-commerce platform. The current overview of supported Systems is regularly updated and is available in the Client Zone or the Web Application;

Tariff – the selected variant of the Service, which includes a predetermined scope of performance specified in the Price List or the Order at a set price according to the Price List, payable in a regular billing period;

ORDER Model - the method of providing the Service based on an individual Order and under the terms of a specific Tariff;

Terms – these General Terms and Conditions of Balíkobot, s.r.o., available in the Client Zone or the Web Application;

Transport Service - a logistics service provided by individual postal and/or transport service operators, enabling the transmission of data streams via API (Application Programming Interface). The list of supported Transport Services is regularly updated by the Provider and is available in the Client Zone or the Web Application;

Trial Period – the free use of the Service in the APPLICATION Model, limited by time, under the conditions set forth in Article 3, point II of the Terms.

User Account – the Customer's profile created by Registration in the Web Application for the provision of the Service under the APPLICATION Model;

Web Application – the online portal operated by the Provider, intended for the online Registration of Customers, management of User Accounts, and

use of the Service under the APPLICATION Model, available at <http://portal.balikobot.com>;

2. Conclusion of the Contract. License.

I. ORDER Model

The Provider shall send a draft contract to the Customer based on the submitted Order. The Contract is concluded at the moment the draft Contract is explicitly confirmed by the Customer via e-mail communication.

The validity period of the draft Contract is one month and begins to run from the date of its delivery to the Customer's e-mail address; any later acceptance of the draft shall not be taken into account unless the Provider explicitly states otherwise.

II. APPLICATION Model

In the case of the APPLICATION Model, the Contract between the Provider and the Customer is concluded at the moment the Customer completes Registration in the Web Application. By completing Registration, the Customer confirms that they have read these Terms and agree to them.

III. License

For the purpose of using the Service, the Customer is granted a non-exclusive license to the Information System based on the Contract. The license is granted as non-exclusive for the duration of the Contract, with a territorial restriction to the territory of the European Union. The Customer is not entitled to assign the license or grant a sub-license.

Should any database be created in connection with the provision of the Service within the meaning of Section 88 of Act No. 121/2000 Coll., the Copyright Act, it is deemed that the maker of such database is the Provider, who also holds the right to extract and utilize its content pursuant to Section 90 of said Act. The Customer is entitled to use the database to the same extent as an Information System.

The Customer is not entitled to copy, modify, alter, decompile, reverse engineer, extract the source code, or attempt any such action with regard to the Information System or any part thereof. The Customer may also not create derivative works or products competing with the Provider's Service based on the Information System or its functionality, even through third parties.

3. Service

I. Subject of the Service

The subject of the Contract is the Provider's obligation to provide the Service to the Customer duly and in a timely manner and to create the technological and IT support for this Service, and the Customer's obligation to pay the price agreed upon in the Contract for the provision of the Service.

The Services are provided via the Information System.

The Service primarily enables:

- printing of labels for individual Transport Services;
- transmission of data records to Transport Services for individual consignments;
- tracking of the transported consignment ("Track and Trace") for individual Transport Services (where supported by them).

The provision of the Service commences:

- as of the date of issuance of the invoice for the first tariff period (see Section II) in the ORDER Model;
- at the moment of completion of registration and completion of all necessary data for the provision of the Service (in particular, the Carrier's API key) in the APPLICATION Model;

whereby the actual launch of the Service is always preceded by its configuration.

Outputs generated by the Service, in particular handover protocols, consignment lists, reports, or other overviews, serve exclusively for the Customer's internal records and to facilitate the handover of consignments to the Carrier. These documents do not function as a transport document (e.g., bill of lading, CMR) or an accounting or tax document, unless explicitly stated otherwise, and do not replace documents required by applicable legal regulations or the business terms of a specific Transport Service. The Customer is solely responsible for the accuracy and completeness of the documents accompanying the consignment.

II. Trial Period (APPLICATION Model)

The Provider may offer Customers a Trial Period in the APPLICATION Model to test the Service free of charge. During this period, Customers shall be permitted to use the Services free of charge for a limited time. Unless the Provider stipulates otherwise, the Trial Period shall last 14 calendar days.

Upon the expiration of the Trial Period, the Customer may continue using the Services under the terms of the Tariff, provided that they have supplied all necessary details, including a valid payment card. Otherwise, the provision of the Services shall be suspended until the Customer provides the requested details, i.e., primarily the valid payment card details.

III. Service Complaints

Method of Filing a Complaint: In the event that the Customer is dissatisfied with the quality of the Service provided, they are entitled to file a complaint. The complaint must be submitted in writing via an e-mail sent to the Provider's contact e-mail address. The complaint must contain an exact description of the alleged defect. The Customer is entitled to file a complaint without undue delay, but no later than 30 days from the moment when the defect was discovered or could have been discovered with the exercise of due care and professional diligence. Upon the expiry of this period, the Customer's rights arising from defective performance shall expire.

Resolution Period: The Provider shall decide on the complaint and notify the Customer thereof without undue delay, generally within 30 days from the date of delivery of the complaint. The Customer acknowledges that in justified cases, particularly if the cooperation of third parties (e.g., Transport Service operators or payment gateway providers) is necessary to assess the complaint, the Provider may reasonably extend this period.

Complaint Resolution: In the event of a justified complaint, the Provider undertakes to remedy the defect free of charge. Beyond the remedy of the defect, the Provider may, taking into account the severity of the error and at its sole discretion, grant the Customer a discount on the price of the Service. This discount is granted solely at the Provider's discretion and the Customer is not entitled to it as of right, and it is realized exclusively in the form of a set-off (reduction of the invoiced amount) in the immediately following billing period.

4. Price and Payment Conditions

I. ORDER Model

Service Price. The price for the use of the Service is determined on a monthly basis based on the Tariff pursuant to the Price List valid and effective as of the date the Service is provided. The Tariff does not include one-off fees associated with the implementation and setup of the Service. The Provider publishes the current Price List of Services in the Client Zone.

The invoice for the first billing period shall include the billing of one-off fees associated with the implementation and setup of the Service.

Individual Tariffs may differ in the number of labels, the number of Carriers, or other terms of the Service. In the event that the Customer exceeds the number of sent labels under their Tariff in a given month, the Customer shall

pay the unit price specified in the Price List for each additional label exceeding the agreed Tariff (note: some Tariffs feature an automatic upgrade to a higher Tariff first, and surcharges for individual labels are only applied upon exceeding the limit of the highest Tariff). Unused labels within a monthly Tariff do not roll over to subsequent months.

The Provider shall invoice the surcharge to the Customer together with the fee for the next period of the provision of Services.

The Provider is entitled to unilaterally amend the Price List, the structure of the Services, and the pricing of individual Tariffs at any time, even without stating a reason. Any amendment to the Price List must be notified to the Customer (via email or through the Service interface) at least 15 days prior to the scheduled effective date of the new version of the Price List. The new price shall become effective on the date specified in the notification (however, no earlier than upon the expiration of the 15-day period from the notification) and shall apply to the calendar months following such effective date. The Contracting Parties acknowledge that due to an amendment to the Price List, different prices may apply to individual months within a single three-month billing period. The Provider guarantees that prices will never be modified retroactively for past calendar months, and no retroactive charges will be billed to the Customer for such past periods.

The Price List effective at the time the Services are used shall always be decisive for the price of the Service, regardless of whether or not the Customer has familiarized themselves with the information regarding the amendment to the Price List. The current Price List is always available to the Customer in the Client Zone.

Billing Period. The price for the use of the Service shall be paid by the Customer in advance for 3 consecutive months on the basis of an invoice issued by the Provider, with a due date of 14 days from the date of issuance. If the Contract is concluded on or before the 14th calendar day of a month, the commencement of the billing period shall always be calculated from the first day of that calendar month. Otherwise, the commencement of the billing period shall always be calculated from the first day of the calendar month following the month in which the Contract was concluded.

The obligation to pay the invoice is fulfilled on the date the respective amount is credited to the Provider's bank account specified on the invoice.

The Customer consents to the issuance of invoices in electronic format.

II. APPLICATION Model

Service Price. The price for the Service in the APPLICATION Model depends on the selected Tariff and is governed by the Price List. The Provider is entitled to update the pricing of individual Tariffs, or the Price List, respectively, with effect from the first day of the month following the month in which the amendment was notified to the Customers.

The Price List effective at the time the Services are used shall always be decisive for the price of the Service, regardless of whether or not the Customer has familiarized themselves with the information regarding the amendment to the Price List. The current Price List is always available to the Customer in the Web Application.

Billing Period. The settlement period is 30 days. The price for the Services provided in the APPLICATION Model is billed in arrears, always after 30 calendar days from the date on which the provision of the Services for consideration commenced (i.e., usually upon the expiration of the Trial Period). If the Services are provided via an add-on from an app marketplace, the terms and conditions of the respective marketplace, including the payment gateway terms, shall take precedence.

Payment Method. Payment shall be made exclusively via a payment card entered by the Customer in the User Account. The Customer is obliged to ensure that the entered payment card is valid, active, and has sufficient funds for the payment.

Payment Process. The payment for the past settlement period will be executed automatically by debiting the outstanding amount from the Customer's entered payment card via a third-party payment gateway. By entering the payment card, the Customer grants the Provider explicit consent to store payment details and to initiate recurring payments upon the Provider's request, in an amount corresponding to the outstanding amount for the respective settlement period.

Should it not be possible to execute the payment for any reason, the provision of the Services shall be suspended until the payment is executed and the entire outstanding amount is fully settled.

Tax Document. Upon successful payment, the Provider shall issue a tax document (invoice) to the Customer in electronic form and make it available in the User Account or send it to the Customer's e-mail address. The Customer agrees to the issuance of invoices in electronic form.

III. Change of Tariff

The Customer is entitled to request a change of their Tariff via email (in the ORDER Model) or through the Web Application.

- **Upgrade:** A request to upgrade to a higher Tariff is processed and activated immediately. The pro-rata portion of the price for the remaining days of the current billing period shall be additionally billed to the Customer in the next billing statement.
- **Downgrade:** A request to downgrade to a lower Tariff shall always take effect as of the first day of the Customer's next billing period. Until then, the Service shall be provided and billed according to the original Tariff.

IV. Billing Complaints

Method of Filing a Complaint: If the Customer disagrees with the amount of the invoiced price, they are entitled to file a complaint. Complaints must be filed in writing via email sent to the Provider's contact email address. Complaints must contain a precise description of the discrepancy in the invoice. The Customer is entitled to file a complaint without undue delay, but no later than 30 days from the date on which the disputed price was billed. Upon the expiry of this period, the Customer's right to file a complaint shall expire.

Resolution Period: The Provider shall decide on the complaint and notify the Customer thereof without undue delay, generally within 30 (thirty) days from the date of delivery of the complaint. The Customer acknowledges that in justified cases, particularly if the cooperation of third parties (e.g., Transport Service operators or payment gateway providers) is necessary to assess the complaint, the Provider may reasonably extend this period.

Impact on Invoicing: The filing of a complaint does not affect the due date of the issued invoices. The Customer is obliged to pay the invoiced price of the Service in full and by the due date regardless of the pending complaint procedure. If the complaint is found to be justified, any overpayment will be returned to the Customer in the form of a credit note or offset against the next future billing of Services.

5. Duration of the Contract

I. Duration and Termination

The Contract is concluded for an indefinite term.

Each of the Contracting Parties is entitled to terminate the Contract at any time by written notice sent to the other Contracting Party, even without stating a reason. The Contract and the provision of the Service shall terminate at the end of the then-current billing period. During the notice period, the Customer is not entitled to unilaterally change the agreed Tariff to a Tariff with a lower monthly fee or a lower label limit. The Service shall be billed



throughout the entire duration of the notice period according to the Tariff effective at the moment the notice of termination is delivered to the Provider. Upon the expiration of the final period, the Provider shall invoice any outstanding amounts resulting from exceeding the label limit under the Tariff and shall send the Customer an invoice with a due date of 14 calendar days from the date of its issuance.

II. Termination for Material Breach

Either Contracting Party is entitled to terminate this Contract with immediate effect if the other Contracting Party materially breaches its obligations arising from the Contract.

A material breach of the Contract by the Provider is considered to be a service outage lasting longer than 48 hours. In such a case, the Provider shall refund the Customer the price for the time period during which the Customer could not use the Services. The specified period shall exclude outages caused by force majeure, necessary technical server downtime, as well as outages demonstrably caused by the failure of third-party systems (Carriers, payment gateways, etc.).

A material breach of the Contract by the Customer is considered to be non-payment of the Service price and a breach of the Customer's obligations set forth in Article 4 and Article 6 of these Terms.

The Provider is further entitled to terminate the Contract with immediate effect (and/or suspend the provision of the Service or block the User Account) if:

- a) The Customer fails to pay the price of the Service in the APPLICATION Model due to an unsuccessful card payment (e.g., expiration, insufficient funds) even after repeated requests from the Provider;
- b) The Customer does not actively use the Service (their User Account is inactive) for a period longer than 12 consecutive months;
- c) The business information, economic, or accounting system used by the Customer for connection to the Service ceases to be supported by the Provider, and the Customer does not switch to a supported alternative within a reasonable period set by the Provider.

6. Obligations of the Customer

The Customer is obliged to be an authorized user of one of the supported Systems, unless otherwise agreed with the Provider in the Contract.

The Customer is obliged to provide the Provider with all data necessary for the correct delivery of the consignment.

The Customer is obliged to fill in the configuration data necessary for correct consignment delivery and to inform the Provider of all changes on their part that may affect the provision of the Service. In the event of incorrect entry of configuration data or consignment data and/or failure to inform of changes in configuration data, neither the Provider nor the Transport Service shall be liable for non-delivery of consignments.

In the APPLICATION Model, the Customer is obliged to fill in all required profile information in their User Account (including billing information and payment card details) and data necessary for the functional connection of the Service to the carriers' systems and the Customer's business information, economic, or accounting system (in particular, API keys). The Customer is responsible for the accuracy, completeness, and timeliness of this data.

The Customer is obliged to use the Service exclusively in a manner corresponding to its purpose, technical documentation, these Terms, and applicable legal regulations. In particular, the Customer shall not:

- a) attempt to gain unauthorized access to the Service, User Account, API, data of other users, or related systems;

- b) bypass technical limitations, security mechanisms, authentication elements, or set limits on the use of the Service;
- c) use the Service to transmit malicious code, conduct automated attacks, test vulnerabilities without the prior consent of the Provider, or otherwise compromise security;
- d) use the Service in violation of legal regulations, principles of good faith and fair dealing or the legitimate interests of the Provider, Carriers, or third parties;
- e) use the Service in a manner that could lead to the misleading, unauthorized, or technically defective creation of shipments, labels, data transmissions, or other outputs.

Provider's Rights. If the Provider identifies a reasonable suspicion of misuse of the Service, it is entitled, even without prior notice, to reasonably restrict the provision of the Service, temporarily block the User Account, API access, or specific functionality, to the extent necessary to protect the Service, other users, third parties, or to prevent damage. If possible, the Provider shall inform the Customer of such a measure without undue delay.

Customer Cooperation. The Customer is obliged to provide the Provider, without undue delay, with the cooperation necessary to investigate the suspicion of misuse of the Service, in particular an explanation of the technical settings, API operation, or the manner of utilizing the Service.

The Customer is obliged to pay the price for the use of the Service duly and on time.

7. Obligations of the Provider

The Provider is obliged to provide the Services duly and in a timely manner within the scope set forth in the concluded Contract.

The conditions of the Services provided, particularly regarding premium services such as SLAs (Service Level Agreements), customer care, etc., vary according to the Provider's offer and the variant purchased by the Customer. Detailed information, including pricing, is provided in the Price List and related documentation.

In the event that the Provider requires a different scope of configuration data for the provision of the Service and/or a transition to a different API, it is obliged to inform the Customer thereof sufficiently in advance.

8. Processing of Personal Data

I. Information on the Processing of Personal Data

The processing of personal data of Customers and other subjects by the Provider is governed by the Privacy Policy, which is available in the Client Zone or the Web Application and constitutes an integral part of these Terms (hereinafter the "Privacy Policy"), and by applicable legal regulations on personal data protection, in particular EU Regulation 2016/679 (General Data Protection Regulation, hereinafter "GDPR").

Customers and other entities acting as controllers of the Provider's personal data are entitled to process the Provider's personal data (in particular, contact persons of the Provider specified in this Contract and other persons participating in the performance of the Contract on behalf of the Provider) based on the performance of this Contract, to the extent strictly necessary, exclusively for purposes related to the performance of the Contract, and for the duration of the Contract, or longer if required by legal regulations.

Each Contracting Party is obliged to provide information regarding the processing of personal data to its authorized persons involved in the performance of the Contract without undue delay after the conclusion of the Contract.

II. Data Processing Obligations

In connection with the provision of the Service, personal data (hereinafter "Personal Data") of Senders and end addressees of consignments



(hereinafter "**Data Subjects**") is processed. When using the Service, the Customer and the Provider are governed by the processing obligations set forth in this Article in accordance with Article 28 of the GDPR. For the purposes of this Article, the Customer acts as the Controller of Personal Data and the Provider as the Processor of Personal Data for the Customer.

The Customer, as the Controller of Personal Data, is obliged to ensure a valid legal basis for the processing and transfer of Personal Data to the Provider and subsequently to the Carrier.

The Provider processes Personal Data exclusively for the purpose of providing the Service and in accordance with the documented instructions of the Customer. The use of the Service's functionalities by the Customer (in particular, sending data through the Information System) is also considered a documented instruction.

The Contracting Parties acknowledge that the Provider acts as a technical intermediary within the Service, which, upon the instruction of the Customer (transmitted primarily through the Information System), transfers data, including Personal Data necessary for the transport of consignments, to the Carrier's system. The Carrier acts as an independent Controller of Personal Data when providing Transport Services to the Customer and is in a contractual relationship with the Customer. The Customer is obliged to ensure that the Carrier is contractually bound to handle the received Personal Data in accordance with applicable legal regulations (in particular GDPR).

The Customer and the Carrier are responsible for fulfilling their information obligation toward Data Subjects regarding the processing of Personal Data under this Article.

The subject of processing includes identification and contact data (first name, surname, company name, ID number, delivery address, e-mail address, telephone number, or pickup point address) and, where applicable, other data necessary for the provision of the Service.

The processing of Personal Data takes place for the duration of the Contract. Upon expiry of this period, the Provider shall delete or anonymize the Personal Data or, upon the Customer's request, return it. In justified cases, the Provider may further process Personal Data in the position of a controller in accordance with the Privacy Policy.

The Provider undertakes to: a) ensure that persons authorized to process Personal Data are bound by confidentiality; b) adopt appropriate technical and organizational measures to secure Personal Data pursuant to Article 32 of the GDPR corresponding to the processing risk; c) provide the Customer with necessary cooperation in fulfilling the Customer's obligation to respond to requests from data subjects to exercise their rights; d) notify the Customer of a Personal Data breach without undue delay; e) inform the Customer without undue delay if, in its opinion, an instruction violates data protection laws; f) provide the Customer with necessary cooperation in ensuring compliance with obligations under Articles 32 to 36 of the GDPR, taking into account the nature of processing and information available to the Provider, whereby the costs of such cooperation beyond the standard functionality of the Service shall be borne by the Customer.

The Customer grants the Provider a general authorization to involve other processors (sub-processors) in the processing of Personal Data. A list of current sub-processors is provided in the Privacy Policy. The Provider undertakes to inform the Customer of changes concerning the addition or replacement of sub-processors by updating the list in the Privacy Policy. The Provider shall ensure that sub-processors are bound by the same data protection obligations as set forth in this Article.

The Customer has the right to conduct an audit to verify compliance of Personal Data processing with this Article. The audit shall be conducted after prior notification of the planned audit made at least 30 days in advance. The

audit shall be conducted during standard business hours, at the Customer's expense, and in a manner that does not disrupt the Provider's operations.

This Article constitutes the entire agreement on the processing of Personal Data and supersedes any previous arrangements regarding Personal Data protection.

9. Liability for Damage. Sanctions.

Scope of Provider's Liability: The Provider is liable to the Customer for damage caused by the Provider's breach of obligations, unless it proves that the breach was caused by circumstances excluding liability. The Contracting Parties expressly agree that compensation for any damage (where not excluded by law) is limited to a maximum amount corresponding to the two-month average price for services according to the Customer's Tariff valid at the time the damage occurred or, in the APPLICATION Model, to the average price for two months of Services actually paid by the Customer. Furthermore, the Provider is in no case liable for indirect damage, consequential damage, or lost profit of the Customer (e.g., loss of revenue due to e-shop downtime).

Force Majeure and Technical Outages: The Provider is not liable for damage caused by circumstances of force majeure (e.g., natural disasters, war, terrorist attacks, pandemics) or events beyond its direct control. Such events include, in particular:

- outages of public telecommunications networks and internet connections;
- interruption of power supply;
- cyber attacks (DDoS, hacking) bypassing standard security measures;
- necessary technical downtime of servers required for maintenance, updates, or system changes.

Liability for Third-Party Services and System Integration: The Service may require integration with third-party systems and applications. The Provider is not liable for the performance, functionality, or availability of these external elements, nor for the actions of these parties which are beyond its objective control. This exclusion of liability applies in particular to:

- **Carriers and Logistics:** The Carrier is solely responsible for the delivery of consignments, delays, or damage to content. The relationship between the Customer and the transport service is governed by their independent contractual arrangement.
- **Payment Transactions:** The Provider shall not be liable for the functionality, availability, authorization, security, settlement, or technical stability of payment gateways or banking interfaces.
- **Data Synchronization:** Provider is not liable for errors in data (stock availability, prices, order statuses) caused by failures of e-commerce platforms, external business systems (ERP, CRM), or outages of API connections to Carriers or other suppliers.
- **External Modules and Add-ons:** The Provider is not liable for the functionality, compatibility, or damage caused by the use of external modules, plugins, or extensions that are not a direct product of the Provider. This applies even if these add-ons are recommended on the Provider's website. In such cases, the relationship is governed by the license terms of the author of the respective module.

The Provider is not liable for damage resulting from:

- incorrect use of the service by the Customer or behavior in violation of these Terms or the law;
- incorrect interpretation of data or information obtained from the service;
- loss, destruction, or damage to data, with the exception of data already backed up by the Provider within the scope of the agreed services.



The Customer shall be liable for any damage caused to the Provider by a breach of its obligations under the Contract and these Terms. In the event of the Customer's delay in paying the price for the Services, the Provider is entitled to charge a contractual penalty of 0.05% of the amount due for each day of delay. This does not affect the right to claim damages.

In the event of a breach of the obligation set out in Article 10 of the Terms, the Contracting Party that has not breached the said obligation may claim a contractual penalty of CZK 50,000 from the Contracting Party that has breached the obligation for each case of breach of obligation.

In the event of a breach of the prohibition on decompilation, modification, extraction of source code, or reverse engineering pursuant to Article 2 Section III. of these Terms, the Customer shall be obliged to pay the Provider a contractual penalty of CZK 500,000 for each individual breach.

The Contracting Parties agree that any Contractual Penalty under these Terms and Conditions is payable within 15 days of the date of delivery of the request for payment of the contractual penalty. Compensation for any damage is not affected by the agreement or payment of the contractual penalty.

The parties agree that the amount of the contractual penalty is reasonable in view of the value and importance of the information provided and is in line with principles of good faith and fair dealing.

10. Confidential Information, Obligation of Confidentiality

I. Confidential Information

The Contracting Parties are obliged to maintain confidentiality regarding facts concerning the other Contracting Party of which they become aware within the performance of the Contract, namely business information, product concepts, service functionalities, product prices, as well as all other facts and information, particularly of a commercial and technical nature, which have been or will be disclosed to a Contracting Party by the other Contracting Party during or in connection with the Contract, and which are not publicly known or available, and where it can be reasonably assumed that the disclosing Contracting Party has an interest in their secrecy (hereinafter "Confidential Information").

All such information and data provided in writing, verbally, or in another form are of a confidential nature if they cannot be considered a business secret within the meaning of Section 504 of the Civil Code.

Either Contracting Party undertakes to also maintain confidentiality regarding facts and information that the other Contracting Party has expressly designated as Confidential Information by means of a "Secret", "Confidential", "Business Secret" note or similar. For the avoidance of doubt, it is stated that Confidential Information does not need to be explicitly marked; however, for the purpose of avoiding doubts about the character of the information, marking is appropriate, especially in cases where the character of the information might not be clearly evident.

II. Handling of Confidential Information

Each Contracting Party undertakes to ensure that there is no leakage, disclosure, or dissemination of Confidential Information and undertakes to protect the secrecy of Confidential Information at least in the same manner in which it protects its own business secrets, but always in a manner customary for the protection of business secrets.

Each Contracting Party undertakes to exert maximum effort that can be reasonably required to ensure that the secrecy of the other Contracting Party's Confidential Information is strictly observed by its employees and third parties it may use to fulfill the purpose of cooperation. If a Contracting

Party uses a third party for performance, it is entitled to disclose Confidential Information to them only to the extent strictly necessary for the performance provided by them and is also obliged to bind the third party to a confidentiality obligation within the scope of these Terms. The Contracting Party that disclosed the Confidential Information to a third party is liable for any breach of obligations by that third party.

The Contracting Parties undertake to use Confidential Information exclusively for performance under the Contract. The Contracting Parties further undertake to handle Confidential Information according to this Article of the Terms not only for the entire duration of the validity and effectiveness of the Contract but also after its termination, for as long as the Confidential Information remains not publicly known and available.

III. Disclosure of Confidential Information

The obligations contained in the Contract or in these Terms do not apply to Confidential Information which:

is publicly available at the time of its provision, or which becomes publicly available after its provision legitimately and without breaching this Contract;

was independently created or independently acquired by the party that originally received it as confidential;

the recipient is obliged to provide pursuant to legal regulations or based on a decision of a relevant public authority, provided that this party, immediately after the emergence of this legal obligation, notified the other party of the fact (unless prevented by applicable legal regulations or a decision of a relevant public authority) and took such measures with the disclosed information to ensure protection to the maximum extent permissible by the given legal regulations or the decision of the public authority.

At the request of the Contracting Party whose Confidential Information was disclosed, the other Contracting Party is obliged to prove the existence of the reason for the disclosure of the information.

Furthermore, the Contracting Parties undertake to limit the dissemination of Confidential Information or data only to those employees who must directly participate in the mutual cooperation of the Contracting Parties.

The Contracting Parties agree that the Provider is entitled to disclose or otherwise make Confidential Information available also to companies belonging to the Heureka Group. Confidential Information disclosed in this way may be used for the purposes of performing the Contract and also for administrative, statistical, and other similar or related purposes. The Contracting Parties expressly agree that the Provider is not obliged to enter into confidentiality agreements with said companies when transferring Confidential Information within the Heureka Group.

11. Final Provisions

The Provider is entitled to unilaterally amend these Terms to a reasonable extent, in particular due to changes in legal regulations, technological developments, or as a result of expanding or modifying the services provided by the Provider.

Should the Provider amend the Terms, it is obliged to notify the Customers at least 15 days prior to the effective date of the new version of the Terms via an e-mail sent to their e-mail addresses. The notification shall include the wording of the Terms in .pdf format, or another format allowing the display of the text and easy archiving. Until the effective date of the new version of the Terms, the Customer is entitled to reject the changes to the Terms in writing by a letter sent to the Provider's address or via an e-mail sent to the Provider's contact address. If the Customer does not reject the changes to the Terms, it is deemed that they have accepted the new wording (new version) of the Terms. It is also deemed that the Customer has accepted the new wording of the Terms at the moment of printing the first label or upon



the first login to their User Account after the new wording of the Terms has become effective.

In the event of a rejection of the new wording of the Terms, the existing Contract shall terminate on the effective date of the new version of the Terms; this shall not affect already existing obligations intended to survive the duration of the Contract (obligation to pay the price, contractual penalty, compensation for damage, etc.).

The relationship between the Provider and the Customer is governed by the Contract, these Terms and the legal regulations of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code. The Contracting Parties undertake to exert maximum effort to resolve any mutual disputes arising from or in connection with this Contract, primarily through negotiations between responsible employees or other authorized entities. Should the dispute not be resolved amicably, any dispute arising from or in connection with the Contract shall be decided exclusively by the District Court for Prague 3 (acting as a court of first instance) or the Municipal Court in Prague (acting as a court of first instance in the case of regional court jurisdiction), unless applicable legal regulations provide for exclusive jurisdiction otherwise.

Should any provision of these Terms be found invalid for any reason, such fact shall not cause the invalidity or ineffectiveness of the remaining parts of the Terms.

These Terms are available online in the Client Zone or the Web Application. Customers are entitled to make copies thereof for their own use by copying the text, downloading the PDF, or taking screenshots.

The Customer is not entitled to assign or transfer any of its rights or obligations under the Contract without the prior written consent of the Provider. The Provider is entitled to transfer rights and obligations under contracts or other commitments arising in connection with the provision of the Services to a third party. The Customer hereby grants the Provider express consent for such a transfer. The assignment of the Contract is effective toward the Customer at the moment the notification of the assignment of rights and obligations is delivered by the Provider or at the moment the third party proves the assignment of rights to the Customer. The Provider and the Customer have agreed that the provisions of Section 1899 of the Civil Code—stating that in the event of non-performance of an assumed obligation by the assignee, the Customer may demand that the Provider perform this obligation instead of the assignee—shall not apply.

The Customer agrees that the Provider is entitled to use the Customer's business name, its logo, and any written review of the Service provided by the Customer for marketing and reference purposes free of charge, in all forms (e.g., on the Provider's website, in printed materials, in business presentations, etc.).

The Customer is entitled to revoke this consent at any time in writing (e-mail shall suffice). The revocation of consent does not affect materials published prior to the date of revocation.

Upon the effective date of these Terms, all previous arrangements or agreements between the Provider and the Customer in relation to the subject of the Service are replaced. The Contracting Parties expressly agree that these Terms constitute the entire agreement on the content of the obligation (private novation pursuant to Section 1902 of the Civil Code). This provision does not affect rights and obligations arising from performance provided prior to the effective date of these Terms, in particular claims for payment of remuneration for already provided performance and claims arising from breaches of contractual obligations that occurred before the effective date of these Terms.

In the event of any discrepancies between the Czech and English versions of these Terms, the Czech version shall prevail.

These Terms are valid and effective for Customers with the APPLICATION Model as of 1 June 2026, and for Customers with the ORDER Model as of 1 July 2026.