

## **BUSINESS AND LICENSE CONDITIONS**

### **I. Basic Terms**

1. The Provider is **Webout You s.r.o., with its registered office at Tusarova 791/31, Holešovice, 170 00 Praha 7, IČO: 11659467, registered at the Municipal Court in Prague under file no. C 352467**  
(hereinafter referred to as the "Provider").
2. The term Conditions refer to these Business and License Conditions.
3. Application means the Provider's software – the interactive Webout me player, which allows you to change audiovisual content and personalize it for a specific viewer.
4. The Client is exclusively a natural or legal person engaged in business with whom the Agreement for the Use of the Application has been concluded. The Client cannot be a consumer.
5. Implementation means the implementation of the Source Video selected by the Client into the Application
6. Agreement means a contract concluded between the Provider and the Client, the subject of which is the provision of a license to use the Application and an Implementation Agreement. The rights and obligations arising to the Parties from the Agreement are formed by these Business and License Conditions.
7. Source video means an audiovisual work handed over by the Client to the Provider for the purpose of playback within the Application.

### **II. Subject of the License Agreement**

1. The Provider undertakes to provide the Client with the right to use the Application for consideration, within the scope of these Business and License Conditions and the concluded Agreement (hereinafter referred to as the "License").
2. The Provider further undertakes to provide the Client with other services agreed under the Agreement or as agreed by the Parties.
3. These Business and License Conditions shall also apply directly to the use of the Application and appropriately to the provision of other services by the Provider to the Client.
4. These Business and License Conditions shall apply mutatis mutandis also in other cases where an Agreement is not concluded between the Parties, but the Provider provides copyrighted works or other services to the Client.
5. The Client undertakes to pay the Provider a fee for the provision of the performance specified in the Business and License Conditions.

### **III. Ownership and Intellectual Property Rights**

1. The Application is a software and as such is subject to copyright protection under the Copyright Act.
2. The Provider declares that the Application has no legal defects, that it is not burdened by the rights of Third Parties, relating in particular to ownership rights and intellectual property rights, and that the Provider is fully entitled to exercise property rights to the Application and to conclude an Agreement with the Client.
3. The Provider provides the Client with a non-exclusive, non-transferable License to exercise the right to use the Application only for the purpose defined within the Application for the duration of the Agreement, and this authorization shall commence to apply from the date of conclusion of the Agreement or from the date specified in the Agreement.
4. The Client is not entitled to assign the License to any third party or to provide a sublicense without the written consent of the Provider.

5. The Client is entitled to transfer the License within the transfer of a business plant or its part only with the prior written consent of the Provider.
6. The Client is not entitled to change, modify or incorporate or combine the Application with any other copyrighted work or software except in the cases specified in these Business and License Conditions.
7. Except as provided in these Business and License Conditions, the Client may not reverse engineer, decompile, disassemble, read or otherwise disassemble, remove any names, trademarks or trade names and copyright information.

#### **IV. Duration of the Agreement and Granting of the License**

1. According to the Agreement, the License is provided to the Client as a time-limited period for the period agreed between the Parties. If no period is agreed, the License is granted for an indefinite period of time.
2. In the case of an Agreement for an indefinite period, the contract may be terminated by written notice with one month's notice. The notice period shall begin on the first day of the month following the delivery of the written notice.
3. The Agreement terminates in the event of cancellation of the Application by the Provider.
4. If the Client seriously breaches any obligation set out in the Business and License Conditions, the Provider is entitled to immediately prevent or restrict the Client from the Application without prior notice.
5. The termination of the Agreement does not affect the Client's obligation to pay the Provider all outstanding amounts.
6. In the event of termination of the Agreement or expiration of the License period, the Provider is entitled to prevent the Client from accessing the video player. The Client acknowledges that in such a case, its videos will stop playing in the video player and the Application will cease to be available to it.

#### **V. Implementation**

1. The Client acknowledges that for the proper functionality of the video in the video player, it is necessary that each video is properly implemented.
2. The implementation of the video may only be carried out by the Provider, or a person designated by the Provider. Implementation is subject to a fee.
3. The implementation will be carried out on the basis of an order from the Client, which the Provider confirms. The price for the implementation of the Implementation is agreed in the Agreement, or it can be agreed by a special agreement of the Parties. If the price of the Implementation is not agreed or stated in the Agreement, it is charged according to the Provider's price list.
4. The Implementation Date will be agreed between the Parties within the order confirmation. If no date is agreed, the Provider is obliged to make the Implementation within 1 month from the date of confirmation of the order by the Provider and delivery of the Source Video in the appropriate parameters.
5. If an advance payment is agreed, the condition for starting work on the Implementation is the payment of the entire agreed advance.
6. The Client is obliged to deliver to the Provider the video in the appropriate quality and format required by the Provider for the Implementation.
7. The Provider is entitled to refuse to perform an Implementation of a video that is not suitable for the intended purpose to the best of its discretion, whether from a technical, qualitative or content point of view. As well as the right to refuse Implementation for a video that violates these Terms. In such a case, the Client is obliged to pay the Provider the actual costs incurred for the Implementation in this case.

8. The Source Video remains the property of the Client, but the Provider is entitled to interfere with the Source Video in order to fulfill the purpose of the Agreement.

## **VI. Remuneration and Payment Terms**

1. The amount of remuneration for the provision of the License is agreed in the Agreement.
2. The amount of the fee for the implementation of one video is agreed in the Agreement. Parties are entitled to agree in writing in individual cases on a different amount of remuneration for the Implementation.
3. Unless otherwise agreed within the Agreement, the fee for the provision of the License is always payable monthly in advance for the following month, on the basis of an invoice or an advance invoice.
4. Unless otherwise agreed, the remuneration for the Implementation is payable in advance on the basis of an issued invoice or an advance invoice.
5. In the event of the Client's delay in payment of any financial performance, the Client is obliged to pay the Provider a contractual penalty of 0.25% per day for each day of delay.

## **VII. Application and its use**

1. By using the Application, the Client agrees to the Business and License Conditions and declares that he/she is familiar with the Application, its functions and manner of use in detail.
2. The Provider shall provide the Application to the Customer for use in the state in which it is as of the date of conclusion of the Agreement. The Provider is entitled to change the Application at any time and in any way without prior notice to the Client. The Client acknowledges this and agrees with it. The Provider is entitled to change and modify the Application even for Clients who have already concluded a Agreement without their consent.
3. The Provider is not liable for damages and loss caused by improper use of the Application.
4. The Client undertakes not to use the Application in any way that would in any way violate the rights of the Provider or Third Parties or would violate legal regulations. In particular, the Client is prohibited from:
  - a. Publishing through the Application, in any form, communications with inappropriate, misleading or harmful content or with content that would harm the Provider or Third Parties or that would be contrary to good morals.
  - b. Publishing, through the Application, hate speech, pornographic content, speeches inciting violence or suppression of fundamental human rights and freedoms, and other content that could damage the Provider's reputation.
  - c. Using the App for illegal activities.
5. The Provider is entitled to remove or block videos without prior notice or not to publish videos if they are contrary to these Business and License Conditions, the law or good manners.
6. Any defects, discrepancies or errors in the Application must be immediately reported by the Client to the Provider.
7. The Client is prohibited from hacking, modifying, influencing its appearance and functions in any way, or engaging in any activity that could lead to overload or impair the stability, security or operation of the Application or related software or hardware. If such activity is detected, the Provider may prevent the Client and Users from accessing the Application without prior notice.
8. The Client acknowledges that there may be a temporary limitation or interruption of the availability of the Application, in particular due to upgrading and maintenance of the Application, force majeure, acts of a third party or the Client, power or connectivity failure. Force majeure means, inter alia, a failure of the server or other hardware used to ensure the operation of the Application or the unavailability of the Application due to the malfunction of services provided by Third Parties.

9. The Client acknowledges that the Application may not work due to an incompatible system, internet browser or missing third-party software.
10. The Client acknowledges that by concluding the Agreement it does not obtain exclusive authorization to use the Application and agrees that the Application may also be used by other persons, including the Provider itself.

### **VIII. Other arrangements**

1. The Client remains the owner of the Source Video for the entire period. However, this is without prejudice to the Provider's right to disable the Source Video from the Webout tool under the Business and License Conditions.
2. The Client is responsible for ensuring that it has all the appropriate rights and licenses to the Source Video so that it can be used as envisaged by the Agreement and the Business and License Conditions. The Provider is not responsible for the content of the Source Video.
3. The Source Video must not:
  - a. Be in conflict with legal regulations (in particular the Advertising Act, the Civil Code, the Discriminatory Act and the like)
  - b. To be contrary to good morals.
  - c. Harm Third Parties or the Provider.
  - d. Contain hate speech, pornography, speech inciting violence or suppression of fundamental human rights and freedoms.
  - e. Contain profanity.
  - f. Violate competition law.
  - g. Contain personal data to which the Client does not have proper consent within the Application.

### **IX. Liability of the Provider**

1. The Parties agree that the Provider shall not be liable for the loss or misuse of the Application for any reason (in particular due to force majeure, the conduct of a third party or the Client, power or connectivity failure). In this case, the Client waives the right to compensation for any damage. In principle, the Provider is not responsible for the loss of the Client's data.
2. The Parties agree that the Provider shall not be liable for any damage (including lost profit) that would arise as a result of the use of the Application or due to the limitation or interruption of its availability, or because the operation of the Application will be terminated. In this case, the Client waives the right to compensation.
3. The Provider is also not liable for violation of the rights of Third Parties. The Client is solely responsible for the Source Video and use of the Application. In the event that a legitimate claim of Third Parties against the Provider occurs due to the Client's activities, the Client is obliged to compensate the Provider for the damage caused to the Provider.
4. The Provider is required to indemnify the Client against claims from Third Parties concerning copyright infringement tied to the Application's use or any of its components. This indemnification obligation holds if the Client promptly notifies the Provider of such claims resulting from the breach. Simultaneously, the Client must furnish the Provider with all pertinent information that the Provider deems relevant within the scope of legal actions. Notably, this excludes information protected by applicable law or the Client's confidentiality obligations. The Provider intervenes and advocates on behalf of the Client in court or similar proceedings as per the applicable procedural law and within the bounds of procedural regulations. However, the Provider's involvement and assistance are conditional on the Client's prior written consent, ensuring no admission of claims, settlement agreements, or payments occur without the Provider's authorization.

### **X. Claim**

1. The Provider is responsible to the Client for ensuring that the Application is in conformity with the concluded Agreement, in particular that it is free of defects. Conformity with the Agreement means that the Application will have the quality and utility properties required and described by the Provider in the Agreement.
2. The Application may only be used in accordance with the purpose for which it is intended. The consequences arising from the use of the Application for other purposes or in a manner other than the specified manner shall be borne in full by the Client and the Provider shall not be liable for such consequences.
3. The Client is obliged to complain in writing about defects in the Application without undue delay after their manifestation. Later complaints will not be taken into account.

#### **XI. Processing Clause – protection of personal data**

1. This article comes into effect if the Provider assumes the role of a Processor as defined by Regulation (EU) 2016/679, commonly referred to as the General Data Protection Regulation (“GDPR”). It applies when the Client, referred to herein as the Controller, transfers personal data of Third Parties to the Provider, hereinafter known as the Processor, for the explicit purpose of data processing. The Processor affirms that it has instituted appropriate technical and organizational measures to ensure that the processing of personal data aligns with all stipulations outlined in the GDPR and related legislations.
2. The Controller is responsible for ensuring that the personal data transferred to the Processor meets the conditions of personal data protection and has been obtained in accordance with the GDPR.
3. The Processor is entitled to process personal data transmitted to it by the administrator only for the purpose of performing the Agreement.
4. The Processor declares that it maintains and will maintain an adequate level of personal data security throughout the processing to prevent unauthorized or accidental access to personal data, their change, destruction, loss or misuse.
5. The Processor declares that all its employees who will have access to the personal data are responsibly selected by the Processor, have been trained and acquainted with the terms of personal data processing under the GDPR and are bound by confidentiality.
6. The Processor is entitled, and the administrator gives the Processor permission to engage other personal data Processors, if it is necessary for the proper provision of services provided by the Processor. In the event of the involvement of another Processor, the Processor is obliged to comply with the conditions under Article 28 of the GDPR.
7. The Processor is obliged to commit confidentiality to all persons who will process personal data provided to him by the administrator as part of the activity for the Processor.
8. The Processor is obliged to take all measures pursuant to Art. 32 GDPR. The Processor declares that he has taken these measures and that personal data are sufficiently protected in the event of transfer to the Processor.
9. The Processor is obliged to take into account the nature of the processing and, if possible, the Processor will assist the Controller in the Controller's obligation to respond to requests to exercise the rights of data subjects. The Controller acknowledges that the Processor may not have the technical capabilities to handle the request to exercise the rights of data subjects. The processing of these requests by the administrator may be subject to a fee by the Processor.
10. The Processor is obliged to assist the Controller in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR, taking into account the nature of the information available to the Processor.
11. The Processor is obliged to erase the personal data transmitted to him by the Controller or return them to the Controller and delete the existing copies based on a written decision of the Controller. This provision does not apply if the Processor is obliged to retain personal data on the basis of statutory provisions.

12. Special categories of data (data on the health status of tested employees) are processed to fulfil the obligation in the area of protection against the Covid-19 epidemic, where such processing is necessary for the fulfilment of emergency measures and is also necessary due to the significant public interest in the area of public health, i.e. to prevent the spread of the Covid-19 epidemic.
13. Based on his request, the Processor is obliged to provide the Controller with the information necessary to prove that the obligations set out in Article 28 of the GDPR have been fulfilled and is obliged to contribute to the performance of the audit within the meaning of Article 27 para. 3, lit. h) GDPR.

## **XII. Privacy Policy**

1. This Article applies if the Provider directly processes the personal data of the Client or other data subjects from the position of the Controller within the meaning of the GDPR.
2. Personal data of data subjects are processed exclusively for the purpose of providing the software product service.
3. Special categories of data (data on the health status of tested employees) are processed to fulfil the obligation in the area of protection against the Covid-19 epidemic, where such processing is necessary for the fulfilment of emergency measures and is also necessary due to the significant public interest in the area of public health, i.e. to prevent the spread of the Covid-19 epidemic.
4. The legal basis for the processing of personal data is the performance of the concluded Agreement and the provision of the required service. If the data subject does not want to provide personal data, the Agreement could not be concluded, or all functionalities of the Application might not be functional.
5. Personal data will be processed by the Provider for the duration of the concluded Agreement and for 10 years after its termination as evidence against legal claims, and data that must be retained under the relevant laws even after that will be processed for the period determined by the relevant legal regulations.
6. Special categories of personal data will be processed for the duration of the relevant emergency measures and for the period required by law.
7. The Provider's employees and external Processors will have access to personal data.
8. Personal data will not be transferred to a third country or international organization.
9. The terms of personal data processing are further detailed in the Provider's personal data processing principles available in the Application.
10. The Data Subject may at any time file a complaint regarding the processing of personal data or failure to comply with the Controller's obligations under the GDPR to the supervisory authority. The supervisory authority in the Czech Republic is the Office for Personal Data Protection, with its registered office at Pplk. Sochora 27, 170 00 Prague 7, [www.uoou.cz](http://www.uoou.cz).

## **XIII. Final provisions**

1. The Client and the Provider are obliged to make every effort to resolve any disputes arising from their relationship amicably.
2. All deliveries of software or other copyrighted works or provision of other services by the Provider to the Client are governed by the provisions of the Business and License Conditions.
3. In the event that the Provider provides a work of authorship on the basis of a sublicense, the licensing is also governed by the licensing terms of the original Licensor.
4. All relationships arising on the basis of these Business and License Conditions shall be governed by the laws of the Czech Republic and all disputes shall be decided by courts in the Czech Republic, specifically by the general court of the Provider.

5. If these terms require a written form for the validity of an action, this form is also fulfilled in the case of e-mail. This does not affect a direct change to the written Agreement, which must be made by a written numbered amendment.
6. The Provider expressly excludes the use of the Client's business, license or other terms and conditions or business practices.
7. These terms are effective when they are published in the Application. The Provider may unilaterally change the wording of these Business and License Conditions at any time. The new wording of the Terms is effective at the moment of publication in the Application.
8. These Terms supersede any terms previously issued.
9. By entering into a contractual relationship with the Provider, the Client declares that it does not feel and does not consider itself to be a weaker party compared to the Provider and has familiarized itself with these terms and conditions of the Provider in detail, discussed them in detail with the Provider and agrees with them.
10. A change in circumstances or the impossibility of performance on the part of one of the Parties is not a reason for termination of the Agreement.
11. In the event of a conflict between the concluded Agreement and the Business and License Conditions, the provisions of the concluded Agreement shall prevail.