

# General Terms and Conditions

<https://online.engagehill.com>

## 1. GENERAL PROVISIONS

These General Terms and Conditions (hereinafter referred to as the "Terms") are issued by the company Engage Hill s.r.o., ID: 271 60 246, with registered office at Francouzská 175/14, Vinohrady, 120 00 Praha 2, Czech Republic, registered in the Commercial Register at the Municipal Court in Prague, File No. C 100881 (hereinafter referred to as the "Provider"). These Terms are an integral part of the contract on providing services concluded on the website <https://online.engagehill.com> between the Provider and the customer (hereinafter referred to as the "Service Contract"). The Provider is further bound by the Code of Ethics available at <https://online.engagehill.com>. The Provider and customer explicitly agree that the Service Contract including these Terms is governed by the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "The Civil Code"), Act No. 121/2000 Coll., on copyright, rights related to copyright and on amendments to certain laws, as amended (hereinafter referred to as "The Copyright Act"), and others, where applicable. The Provider and the customer expressly agree that courts of the Czech Republic shall have jurisdiction on any potential litigation or dispute arising from the Service Contract including these Terms. The competent court to hear such a litigation shall be the general court of the Provider under the Act No. 99/1963 Coll., Civil Procedure Act, as amended (hereinafter referred to as "The Civil Procedure Act").

## 2. DEFINITION OF TERMS

### 2.1 CUSTOMER

Customer is hereby defined as: an individual, company or other entity in a position of an entrepreneur who (i) independently performs on its own account and liability profitable activities in trading or similar manner with the intention to do it consistently for the purpose of gaining profit, (ii) enters into an agreement connected to his own commercial, industrial or similar activities or during the performance of his own profession or when acting on behalf of or on the account of an entrepreneur, and who has entered into the Service Contract with the Provider or who otherwise negotiates with the Provider in connection with the services that the Provider offers.

### 2.2 SERVICE CONTRACT

Service Contract is hereby defined as a contract concluded between the Provider and the customer on the website <https://online.engagehill.com> through a form available thereon. The subject matter of the Service

Contract is provision of services by the Provider to the customer through an online application available at <https://online.engagehill.com> providing insights of motivation and behavior of respondents. The content of the services is defined in specifications which the Provider presents on the website <https://online.engagehill.com>. The Service Contract shall be concluded in English. The customer declares that he is fluent in English.

## 2.3 PRODUCTS

Products are generally defined as outcome of usage of the services based on the Service Contract through an online subscription application available through the account of the customer on the website <https://online.engagehill.com>, where the customers generate the reports containing the results of insights based on the current offer on the website <https://online.engagehill.com>.

## 3. CONCLUSION OF SERVICE CONTRACT

### 3.1 ORDER

In order to conclude Service Contract for the provision of services chosen by the customer, the customer shall make order for conclusion thereof. Order shall be made by filling and submitting the form available on the website <https://online.engagehill.com> by the customer through its account, which shall be opened for the customer within registration on the website <https://online.engagehill.com>, which is part of the conclusion of the first Service Contract. Concerning the account opening, the customer is informed thereabout via email delivered to the e-mail address of the customer provided during his registration on the website <https://online.engagehill.com>. The account of the customer further serves for ordering services, usage of them etc.

### 3.2 SUMMARY OF ORDER

After the order is submitted, the customer will be redirected to a summary order, where the customer may check all data submitted by it and correct and/or change such data, if necessary. After confirmation (acceptation) of the summary order by the customer, the customer will be automatically redirected to the payment gateway.

### 3.3 CONCLUSION OF THE SERVICE CONTRACT

The Service Contract is concluded upon confirmation of the summary order by the customer. The Provider shall immediately confirm receipt of the summary order and thus conclusion of the Service Contract to the customer via e-mail confirmation. The Service Contract is concluded by using the means of distance communication. The concluded Service Contract shall be provided by the Provider to the customer within the

above e-mail confirmation together with this Terms and the Code of Ethics.

### 3.4 PROVISION OF SERVICES, ACCESS TO THE PRODUCTS

The Provider is obliged to commence provision of services based on the Service Contract only after the full payment of the price of the ordered services by the customer. The provision of the services will be commenced at the latest within 2 working days from the payment date, possibly even earlier depending on the technical and personal capacities of the Provider. The Provider undertakes to make available to the customer within his account the on-line reports containing results of measurements within 24 hours after successful completion of all responses in the respective sensing interface (sensor) and the "Close and Compute" request. After the lapse of term of validity of the respective type of services ordered by the customer, the access of the customer to the application is terminated.

The Provider informs the customer that in order to provide services upon the Service Contract, it will inform the individuals, which will be subject to insight, on its guidelines on personal data processing. In case an individual does not confirm that it got acquainted with such guidelines, the services in regards to such individual will not be provided. Also the services in regards to an individual will not be provided in case such individual will not complete all responses in the respective sensing interface (sensor). These situation shall not be deemed as breach of obligations of the Provider.

In case of force majeure or IT system disruption, the Provider assumes no liability for late delivery of services or temporary malfunctions of the Provider's server.

The provision of services may be further time from time interrupted in case of unexpected technical issues.

## 4. PRICE AND PAYMENT OF PRICE

### 4.1 THE PRICE OF SERVICES AND OTHER COSTS

The prices of the services are determined by the pricelist published on the website <https://online.engagehill.com> valid on the date of the order by the customer according to Article 3.1 above. The costs accruing to the customer by using the means of distance communication in connection with the conclusion of a Service Contract and further usage of the services based thereon (cost of internet access, telephone costs, etc.) and payment rates (bank charges of the customer's bank, etc.) are paid by the customer next to the price of the services. The Provider is not obliged to reimburse any amount of money in case the customer will decide not to use the services anymore, unless stated otherwise herein (see Article 5).

## 4.2 DAY AND METHOD OF PAYMENT

The payment for the type of services ordered shall be performed by the credit card. For this purpose, the customer shall follow the instructions for the credit card payment provided within the payment gateway.

The price is payable on the day of conclusion of the Service Contract. The date of payment is the day when the whole payment is credited to the bank account of the Provider. Within the periods set by respective law the Provider shall send to the customer tax documents for the price of the ordered services via e-mail to the e-mail address provided by the customer to the Provider. Under the Sales Registration Act, the Provider is required to provide the customer with a receipt and register the payment with the tax office online; in case of technical difficulties, this may be done within 48 hours after the payment has been completed.

## 5. PRIVACY POLICY

Within the course of Service Contract performance, the Provider processes some personal data. The processing of these personal data is governed by applicable laws and regulations, and is in accordance with the applicable laws and the Provider's guidelines on personal data processing available, for example, at <https://online.engagehill.com/docs/gdpr>.

The customer declares that in case he provides the Provider with personal data of third persons, it has valid legal title to do so. If such a statement turns out not to be true, the Provider has the right to remove the personal data from his system without compensation and the customer is obliged to compensate the Provider damages that result therefrom.

## 6. COPYRIGHT

When using the Provider's services, the customer is obliged to comply with The Copyright Act. The customer is especially not entitled to lend, copy, resell or distribute any of the products and/or services or its parts and other materials provided by the Provider to the customer within the Service Contract without Provider's prior written consent (including e-mail). In case of breach of the provisions of The Copyright Act by the customer, the Provider is entitled to sue the customer for the claims under the respective law, including damages and/or unjust enrichment. In some cases a violation of copyright law may even constitute a crime. The product provided by the Provider can be used only by the customer and solely for purposes defined in Service Contract (see below). The services may be used for the purpose of measurement and analysis of the customer's employees and/or partners and/or clients to streamline communication with such people. The customer undertakes to use such services only to this extent, and solely to that purpose. The customer is

entitled to use the services for other purposes only with the prior written consent of the Provider (including e-mail). The customer is not entitled to alter and/or modify the provided product or any part thereof in any manner (including conversion to another data format) or use it to create another work, except in cases where the alteration or modification is necessary to use the content of provided product by the customer in accordance with these Terms. In case of serious abuse of output data contained in provided product by the customer, the Provider shall have the right to stop provision of services to such customer, mainly in order to prevent and/or minimize damages caused to the Provider. In case of breach of the aforesaid arrangements, the customer runs among other consequences the risk of being sued for damages and/or for unjust enrichment by the Provider or otherwise for breach of copyright. The customer declares that it will dispose with results of measurements in accordance with the Code of Ethics available on the website <https://online.engagehill.com>.

## 7. FINAL PROVISIONS

### 7.1 COMMUNICATIONS OF PROVIDER WITH CUSTOMER

The Provider shall provide notices and other information to the customer via email to the address which was provided by the customer during filling the registration form on the website <https://online.engagehill.com>. The Provider is not liable for any form of failure in delivery of e-mail communication or other electronic form of communication. The customer can contact the Provider in writing at Engage Hill s.r.o., Francouzská 175/14, Vinohrady, 120 00 Praha 2, via e-mail on the address [info@engagehill.com](mailto:info@engagehill.com). Moreover the customer can contact the Provider on website [www.engagehill.com](http://www.engagehill.com).

### 7.2 CUSTOMER INFORMATION DUTIES

In order to ensure proper provision of services, the customer must promptly notify any change of his identification and/or contact details and any other changes or facts that may affect the provision of services and the customer's ability to meet its commitments to the Provider, as well as the information concerning customer, statutory body, the entitled person, an authorized representative. Customer shall without undue delay disclose to the Provider all facts that are critical to its legal status (especially entry into liquidation, insolvency proceedings, bankruptcy, imposition of forced administration, etc.).

### 7.3 BINDING GENERAL TERMS AND CONDITIONS

By completing the order and concluding the Service Contract on the website <https://online.engagehill.com>, the customer confirms his acceptance of these Terms and his willingness to be obliged by the Terms in the framework of the contractual relationship arising from a Service

Contract. The Terms are integral part of the Service Contract. The Provider is entitled to propose amendments to the Terms in particular in relation to legislative changes in order to improve the quality of services provided to customers and to the goals of the Provider's business.

#### 7.4 EFFECTIVENESS OF TERMS AND CONDITIONS

These Terms become effective and enforceable since September 1st 2018, and shall apply to all relations between the Provider and the customer arising from the Service Contracts concluded via website <https://online.engagehill.com> since that date. Engage Hill s.r.o.

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