

GENERAL TERMS AND CONDITIONS OF THE COMPANY CATHEDRAL Software s.r.o. for ARISCAT MARKET SOFTWARE VALID FROM 26.2.2018

I. GENERAL TERMS AND CONDITIONS

1. The corporate company CATHEDRAL Software, s.r.o., ID number 277 42 482, residing at Netušilova 1622/3, Prostějov, Postal Code 796 01, the Czech Republic, registered at the Regional Court of Brno, section C, entry 55884 (hereinafter referred to as „the Provider“), is the author of the author’s work – ArisCAT market software programme. This programme is protected by copyright.
2. The Client is a business corporation or a physical person – business person that enters into a contract with the Provider, particularly a licence agreement.
3. The corporate company CATHEDRAL Software, s.r.o., ID number 277 42 482, residing at Netušilova 1622/3, Prostějov, Postal Code 796 01, the Czech Republic, registered at the Regional Court in Brno, section C, entry 55884, hereby issues in the sense of §1751 and subs. of the Act no. 89/2012 Coll., the Civil Code, as subsequently amended, these General Terms and Conditions (hereinafter referred to as „GTC“), which governs the rights and obligations of the contractual parties during fulfilment of the contractual relationships between the Provider and the Client. GTC are part of every contractual relationship entered into between the Provider and the Client and determines part of the contents. In case of different provisions in the Contract, the Contract shall prevail. The Client by registering into the software and the Provider hereby agree that their rights and obligations will be governed by the GTC valid at the moment of entering into the relevant contractual relationship. The GTC can change by a unilateral act of the Provider and the up-to-date GTC is published on the Provider’s website www.ariscat.com. The Provider reserves the right to change the GTC during the contractual relationship with the Client and the change will be announced to the Client by publishing of the new version of GTC on the website www.ariscat.com. In case of change of the GTC, if the Client disagrees with the new version of GTC, he has the right to terminate the contract within one month from the publication of the new version of GTC on the website www.ariscat.com. He can do so by sending a notice in the form of a recommended postal item delivered to the address of residence of the Provider. In that case the Provider is entitled to claim settlement of the already incurred costs for fulfilment of services for the Client. If the Client does not use his right to terminate the contract, it is believed that he agrees with the new version of GTC and the contractual relationship is governed by the new version of GTC from moment the time for termination of the contract expires with no action taken.
4. All legal matters between the Client and the Provider shall be governed by the law of the Czech Republic, particularly by the Act no. 89/2012 Coll., the Civil Code, as subsequently amended.

5. All potential judicial disputes between the Provider and the Client arising out of or in connection with the licence agreement and the business relationship between the Provider and the Client will be settled preferably by a mutual negotiation. Should such negotiations fail, the courts of the Czech Republic have the authority to decide the dispute. The local jurisdiction shall be governed by the general court of the Provider.
6. Language of the contract is English and the contractual parties shall use this language during entering into and fulfilment of the contract, if they do not agree otherwise.

II. LICENCE AGREEMENT

1. By registering into the ArisCAT market system the Client enters into a licence agreement with the Provider on the basis of which the Provider provides the Client with an entitlement to execute copyrights (licence) in the agreed scope for the ArisCAT market software and the Client undertakes to pay the remuneration to the Provider. By sending the registration form on the website www.ariscat.com the Client makes a motion to enter into the licence agreement. By sending the confirmation of the registration from the Provider to the email address specified by the Client in the registration form the motion is accepted by the Provider.
2. The licence is nonexclusive and untransferable.
3. The licence is provided with the validity in the whole world.
4. The Client is not entitled to make copies of the licence and he is not entitled to use the licence in any other way than for the usual purposes – usual with regard to the nature of the software and within his business.
5. The basic licence is provided for the indefinite period. The notice period is one month from the end of the month, in which the notice is received by the other contractual party.

III. REMUNERATION FOR THE PROVISION OF LICENCE

1. The basic licence is free-of-charge.
2. The Client is entitled to buy a version of the licence extended by new modules by ordering extension of the licence in the ArisCAT market software environment. The order will be confirmed by the Provider by sending an email confirmation to the email of the Client. The remuneration for the extended version of the licence is determined in the order and based on the price list published by the Provider on his website and in the ArisCAT market software environment.
3. Extended version of the licence is negotiated for a defined period, for the period for which the Client has prepaid the usage of the extended licence.

4. The Client pays the remuneration for the extended version of the software on the basis of the payment information sent by the Provider on the email of the Client. By prepayment of the remuneration the Client is entitled to use the extended version of the licence. In case the Client does not pay the remuneration, he is not entitled to use the extended version of the licence and the licence agreement ceases to exist by expiration of the further 30-day period from the due date of the remuneration.
5. On the basis of the received payment from the Client the Provider will issue an invoice – tax document that will be delivered to the Client into the ArisCAT market software environment, to the model Received Invoices

IV. RIGHTS AND OBLIGATIONS OF THE PROVIDER

1. The Provider is obliged to fulfill his obligations according to the contract with Client in the proper and due manner.
2. The Provider is entitled to claim the remuneration for provision of the licence and further accompanying services in the amount agreed on with the Client within the contract.
3. The Provider cannot be held accountable for any losses incurred due to the non-functionality or restricted functionality of the ArisCAT market software, or held accountable for loss of data in the software. The accountability of the Provider is restricted to the right of the Client to claim the elimination of an error and putting the software into a functional state. Other claims of the Client such as damages (whether direct, indirect or consequential), loss of profit etc. are hereby excluded and the Client hereby waives his rights in this regard.
4. The Provider cannot be held accountable for non-functionality or restricted functionality of the software if the non-functionality or the restricted functionality was caused by circumstances vis maior.

V. RIGHTS AND OBLIGATIONS OF THE CLIENT

1. The Client is entitled to draw services of the Provider and to use the licence in accordance with the enclosed contract between the Client and the Provider and within the rules set out in these GTC.
2. The Client is obliged to give to the Provider only true and accurate data about him and to inform the Provider about any changes, such as the change of seat or residence, change of contact address (whether email or mail address) etc.
3. The Client waives his rights deriving from compensation of damage caused by the software or its non-functionality or restricted functionality. In case of non-functionality or restricted functionality of the software, the Client is entitled to inform the Provider about the error and

to claim removal of the error or putting of the software to a functional state within a reasonable period of time, reasonable according to the nature of the error.

VI. FINAL CONDITIONS

1. Changes of any written contract can only be made by a written form.
2. The Client has been informed that the phone calls between him and the Provider can be monitored and that the Provider monitors attendance of his website. The Client agrees with this.
3. For the purpose of delivery of mail the Client agrees that all documents will be delivered to him on the email address he set out as a contact email address in the form, with the effect of delivery similar to the delivery of regular written mail. If the document will not be delivered in the form of an email, the delivery address of the Client will be the address he used in the registration form, if he does not determine other mail address. All mail addresses for delivery of documents has to be in the Czech Republic. The contact address of the Provider is the address of his seat set in the Commercial Register. The mail addressed to the other party has to be sent by Česká pošta, s.p. in the form of recommended delivery and is considered to be delivered on the 3rd day from its dispatching.
4. The Client is aware of and agrees that within the software it is possible to store data of his customers, incl. their personal data. Only the Client (and people who the Client whether knowingly or unknowingly enables to have access to the software) has access to these data in the software. The Client is hereby the person responsible for personal data protection of his customer's data. The Provider does not bear any responsibility for treatment of personal data of the Client's customers which the Client enters into the software.
5. Shall any of the provisions of the contract of GTC be considered invalid and/or ineffective , it does not affect other provisions of the contract and the GTC which shall be deemed valid and effective. The contractual parties hereby agree that in an adequate period they are obliged to agree on a new version of such ineffective and/or invalid provision of the contract or the GTC which will be in correspondance with the original purpose of the invalid and/or ineffective provision. Until such new provision is made, the law of the Czech Republic shall govern the contract.