

## Evesy – Terms of Service

### 1. The Provider

Trading company: Evesy limited, Chamrádova 687/28, 718 00 Ostrava - Kunčičky  
Commerical registration number: 07733160 TIN: CZ07733160 registered in the commercial register maintained by the Regional court in Ostrava, section C, number 77025 (hereinafter the 'provider')

### 2. Introduction

2.1. These terms of service establish the legal relationships between Evesy (the provider) and an individual or a legal entity (the customer) using the Evesy online system, information provided by this system and related services supplied by the provider.

2.2. Evesy system is an online service available at [www.evesy.cz](http://www.evesy.cz), [www.evesy.eu](http://www.evesy.eu), [www.evesy.io](http://www.evesy.io) and its subdomains (hereinafte 'www.evesy.io'). A personal computer equipped with an internet browser and a stable internet connection are required to use the service. Evesy is hosted by third party servers.

2.3. Description of the system, system related information and the price-list presented by the provider at [www.evesy.io](http://www.evesy.io) serve as an offer for a contract ('offer')

2.4. **THE OFFER FOR A CONTRACT IS NOT INTENDED FOR THE CONSUMER** in terms of § 419 act no.89/2012 Sb. nor in terms of § 2 paragraph 1 letter a) of act č.634/1992 Sb.

2.5. **WITH EXCEPTIONS ESTABLISHED BY THIS DOCUMENT AND THE LAW, CONCLUSION OF A CONTRACT BETWEEN THE CUSTOMER AND THE PROVIDER IS A FINAL AND IRREVERSIBLE ACT, WHICH DOES NOT ESTABLISH THE CUSTOMER'S RIGHT FOR REFUND.**

2.6. **BY CONCLUDING THE CONTRACT, THE CUSTOMER ALSO AGREES TO THESE TERMS.**

2.7. **THE PROVIDER RESERVES THE RIGHT TO CHANGE THE TERMS OF SERVICE AS WELL AS TO CHANGE THE DESCRIPTION OF THE SYSTEM AT [WWW.EVESY.IO](http://WWW.EVESY.IO). UNLESS EXPLICITLY STATED OTHERWISE, MODIFIED TERMS OF SERVICE BECOME EFFECTIVE THE DAY THEY ARE PUBLISHED AT [WWW.EVESY.IO](http://WWW.EVESY.IO).** The customer is to be informed about the change no less than 7 days before it takes effect. Such a notice is to be published at [www.evesy.io](http://www.evesy.io).

2.8. The customer has the right to refuse the change. In such case, they are to inform the provider of the fact *before* the modified terms of service take effect by sending a termination of contract, either via mail or by a digitally signed e-mail. The contract is then formally terminated on the day the old terms of service lose their effectivity.

### 3. The Customer

- 3.1. For the purposes of this document, a 'customer' is any individual or legal entity submitting a complete registration form for using the Evesy system at [www.evesy.io](http://www.evesy.io)
  - 3.2. A customer account is established upon the registration. The customer is to keep all their account access credentials private. The provider is *not* responsible for any third-party mis-use of the account.
  - 3.3. Upon registration, the customer can use the Evesy system in its free basic version. In this version of the system, Evesy limited provides the customer with a certain amount of credits for each month of usage (hereinafter the 'free version', see on web – price list). The customer can also use the paid version of the system (hereinafter the 'paid version') by paying for the services according to the terms stated below.
  - 3.4. The information submitted in the registration form must be true and complete. **The provider can immediately terminate any account established on false or incomplete information without refund.** In case of personal data change, the customer is to update their account information immediately.
4. Subject of the Contract
    - 4.1. The Evesy usage contract (hereinafter the 'contract') between the provider and the customer regulates the rights and obligations of both parties of the contract in using the Evesy system by the customer.
    - 4.2. By concluding the agreement according to paragraph 5 of this document, the provider is obliged to provide the customer with an authorization to use the Evesy system (hereinafter the 'license') in accordance with these terms of service; and the customer is obliged to pay for the license according to the price list.
5. Conclusion of the Contract
    - 5.1. The Evesy usage contract is normally concluded via internet, by submitting a registration form at [www.evesy.io](http://www.evesy.io)
    - 5.2. For the purposes of the provider committing to their obligations, the customer is obliged to submit true and up-to-date information only. Submission of false or untrue information will result in termination of the contract by the provider.
    - 5.3. The customer is obliged to fill in all the requested information marked as mandatory, and to agree with these terms of service by ticking the appropriate check-box.
    - 5.4. Upon submitting the registration form, the customer will be sent an email containing access credentials for the Evesy system and a copy of the terms of service.

- 5.5. THE AGREEMENT IS CONCLUDED UPON THE CUSTOMER FIRST SIGNING INTO THE EVESY SYSTEM, USING THE CREDENTIALS SENT BY THE PROVIDER AFTER SUBMITTING THE REGISTRATION FORM.**
- 5.6. To ensure there are no doubts or misunderstandings regarding the conclusion of contract, the provider excludes the provision established by § 1740 paragraph 3 act no. 89/2012 Sb., Civil Code, and the provider therefore does not accept any deviations from, modifications of, or amendments of the offer.
- 5.7. Upon first login into the system, Evesy will defaultly run in its free version. The customer may switch to the paid version at any time, in which case they buy credits in accordance with the current price-list. These credits are then spent within the system for the services used.  
The Evesy system itself contains information regarding switching to the paid-version, prices, validity of the license, payment options etc.
- 5.8. The provider reserves the right for unilateral change of the free version for the purposes of special offers and advertisement.
- 5.9. In case the customer is using the paid version of the Evesy system and does not pay the required sum of money for using the service according to the price list (not enough credits left on the account), the system automatically switches back to its free version and customer-specific data (any information submitted into the system by the customer) may be deleted as a result.
- 5.10. The provider will not restore or return the erased data or information and the customer has no right of refund for such information loss. The provider declares they will not use these data in any way.
- 5.11. Before all their available Evesy credits are used up, the customer is notified via an email containing information on payment options and license extension.
6. License
- 6.1. The provider is the exclusive owner of the whole Evesy system.
- 6.2. By concluding the contract between Evesy and the customer, the provider grants the customer a nonexclusive and nontransferable license to use the Evesy system.
- 6.3. The customer obliges to pay for the license in accordance with the terms of service.
- 6.4. The license granted by the provider is time limited, and is only valid within the time period the customer has paid for.
- 6.5. The customer is not obliged to use the license. However they have no right of refund—full or partial.

- 6.6. Without previous written consent by the provider, the customer is not authorized to transfer the license rights or issue sublicences to third party entities.
  - 6.7. The customer is not allowed to upload any harmful content into the system, that is content which might negatively affect its functioning; and the customer is to strictly restrain themselves from such conduct. Furthermore, the customer is not allowed to configure the system settings or to change or extend its functions and properties in any way.
  - 6.8. The customer is obliged to restrain from deletion or modification of registered or non-registered trademarks belonging to Evesy or the provider company, as well as any other information leading to their identification.
7. Price List and Payment Terms
- 7.1. By **price** we understand the price of credits required to use the service. **Credits** are virtual units used to pay for the services within the Evesy system.
  - 7.2. The price of the license is derived from the current price list available on web. The price list ceases to be valid the moment a new price list is issued at the aforementioned website.
  - 7.3. The price for using the paid version of the system is governed by the price listed in the price-list the day the customer switches to the chosen paid version. The customer buys a desired sum of credits, which are then deduced from the account once a day (accounted period) in a sum corresponding with the services and version of the system being used.
  - 7.4. **THE PRICE FOR USING THE SYSTEM IS CONSIDERED TO BE PAID FOR THE MOMENT THE REQUIRED SUM OF MONEY IS CREDITED TO THE PROVIDER'S BANK ACCOUNT.**
  - 7.5. Upon successful payment the provider issues an invoice accessible to the customer via the Evesy system.
  - 7.6. The customer uses the Evesy system in accordance with the selected version of the system, additional services and the amount of credits on their Evesy account.
  - 7.7. In case the customer does not have enough credits available to pay for the services being used, refer to sections 5.9 and 5.10.
  - 7.8. The provider has the right to change the price for using the Evesy system at *any time*, so that it reflects the price for its upkeep and maintenance, taxation, changes in exchange rates, inflation etc.
8. Rights and Obligations

- 8.1. The provider declares, that no third party entities' rights are affected by using the Evesy system according to these terms of service.
- 8.2. The provider declares to provide continuous functioning of the Evesy system to their customers.
- 8.3. The provider declares to ensure the functioning of the Evesy system at [https://customer\\_ID.evesy.cz](https://customer_ID.evesy.cz) (where customer ID is established upon the registration)
- 8.4. The provider is allowed to suspend or limit the operation of the Evesy system for short periods of time, especially for the purposes of repairs, maintenance, updates etc. When possible, the customer will be informed about the planned disruption of service in advance via email or [www.evesy.io](http://www.evesy.io)
- 8.5. The provider is furthermore authorized to limit or suspend the functioning of the Evesy system in cases of extraordinary occurrence beyond their control, third party equipment failures or third party activities, which cannot be avoided.
- 8.6. **THE CUSTOMER HAS THE RIGHT OF REFUND OR DISCOUNT FOR USING THE EVESY SYSTEM ONLY IN CASE OF THE SYSTEM NOT BEING FULLY FUNCTIONAL FOR MORE THAN 7 CONSECUTIVE DAYS WITHIN A SINGLE CALENDAR MONTH.**
- 8.7. In case of refund or discount as mentioned in section 8.6 above, the customer has the right to be refunded the entire sum of credits corresponding to the period of Evesy system not being functional.
- 8.8. The provider states, that availability and quality of their services depends on the customer's quality of internet connection. The provider is not responsible for the speed of generation and loading of the Evesy system at the customer's side, nor are they responsible for response times, download speeds etc.
- 8.9. The customer is obliged to use the Evesy system in accordance with the law and these terms of service, and only for lawful and agreed purposes.
- 8.10. The customer is obliged to ensure, that all the customer submitted content is in accordance with the law of the Czech Republic, community law, international treaties signed by the Czech Republic, public order, good manners and the principles of fair trade.
- 8.11. **ALL THE CUSTOMER SUBMITTED CHANGES ARE SHOWN IN REAL TIME AT THE CUSTOMER'S EVESY WEB PAGE MENTIONED IN SECTION 8.3 OF THESE TERMS OF SERVICE.**
- 8.12. **TECHNICAL SUPPORT IS NOT INCLUDED IN THE PRICE FOR USING THE EVESY SYSTEM.** Technical support and the price of the tech support service is to be arranged individually between the customer and the provider.

**8.13. THE PROVIDER IS AUTHORIZED TO PLACE ADVERTISEMENT AND OTHER ELEMENTS REFERRING TO THIRD PARTY SERVICES OR PRODUCTS ON THE CUSTOMER'S EVERY WEB PAGE AS MENTIONED IN 8.3.**

**THE CUSTOMER IS OBLIGED TO WITHSTAND THIS ADVERTISEMENT OR OTHER ELEMENTS WITHOUT DELETING OR MODIFYING THEM, EITHER GRAPHICALLY OR IN TERMS OF MEANING. THE CUSTOMER IS NOT TO DISADVANTAGE THESE ELEMENTS OR TO NOTIFY THE PROVIDER ABOUT THEM IN ANY WAY.**

8.14. The customer is authorized to hand over both mutual and provider's receivables to a third party only with a prior written consent from the provider.

**8.15. EXCEPT FOR THE SITUATIONS EXPLICITLY ARRANGED IN A WRITTEN FORM OR SITUATIONS STATED IN THESE TERMS OF SERVICE, THE EVERY SYSTEM IS OFFERED AS IS WITHOUT ANY WARRANTIES REGARDING THE QUALITY, SUITABILITY OF USE, EFFECTIVENESS OR CONCORDANCE WITH ITS DESCRIPTION. THE PROVIDER DOES NOT PROVIDE ANY WARRANTIES REGARDING THE INSTALLATION AND CONFIGURATION OF THE EVERY SYSTEM OR ITS FLAWS/IMPERFECTIONS.**

8.16. The customer is obliged to keep all the information submitted in the registration form up to date. In case of any change in these information, the customer is obliged to inform the provider about the change in a written form (a letter sent to the company headquarters), no later than 15 days after the change takes place. A new password can only be sent to an email address submitted in the registration form and only this email address can be used to authorize important actions within the Evesy system, such as removal of the customer's Evesy website mentioned in 8.3, etc.

8.17. In case of a payment delay (payment for Evesy services, technical support etc.) the provider is authorized to suspend, forbid or block the customer from using the system. In such case, the customer has no right for refund.

## 9. Contract Termination

9.1. The contract (Evesy usage agreement) between the provider and the customer can be terminated by:

9.1.1. Written agreement between both parties.

9.1.2. Written termination of contract by either the customer or the provider in accordance with these terms of service

9.1.3. Written withdrawal from the contract by either the customer or the provider in accordance with these terms of service.

- 9.2. The contract furthermore ceases to be valid if:
  - 9.2.1. The customer expresses disagreement with new terms of service presented by the provider. In that case, the contract is terminated on the day the old terms of service lose their effect.
  - 9.2.2. The customer withdraws their consent with their personal information processing. In such case the contract is terminated on the day the written withdrawal of their consent is delivered to the provider.
- 9.3. Termination of Contract
  - 9.3.1. Both the provider and the customer are authorized to terminate the contract without stating the reason with a three-month notice period, which begins the first day of a calendar month following the delivery of the termination of contract in a written form to the opposite party.
  - 9.3.2. In case the provider terminates the contract without stating a reason, or for a reason different than violation of the agreement or these terms of service, the customer has the right to be refunded a sum of money corresponding to the amount of credits left on the customer's account.
  - 9.3.3. In other cases, the customer does not have any right of refund.
  - 9.3.4. Return of submitted information and data in the case of contract termination is governed by section 5.10 of these terms of agreement.
  - 9.3.5. The termination of contract has to be delivered in a written form at the address (address of residence, address of the company seat) of the opposite party.
- 9.4. Withdrawal from the contract
  - 9.4.1. The provider is authorized to withdraw from the contract in case of customer's severe failure to follow their obligations as established by the contract and these terms of service.
  - 9.4.2. By severe failure to follow the customer's obligations we especially understand:
    - 9.4.2.1. The customer submitted false, untrue or non-up-to-date information in the registration form.
    - 9.4.2.2. There is a delay in payment for the provided services longer than 15 days, be it services bound by this agreement or any other agreement between the customer and the provider.

- 9.4.2.3. The customer is using the Evesy system for purposes different than intended, or purposes which are in violation with the law, international treaties or good manners.
- 9.4.2.4. The customer submitted (or allowed a third party to do so) harmful data into the Evesy system, which could jeopardize the provider's internet connection security and their network, affect functioning of the Evesy system itself or modify its configuration and/or its properties, especially scripts and hyperlinks to other websites (the so called 'iframes').
- 9.4.2.5. The customer modified, either graphically, functionally or in terms of its meaning, an advertisement or a similar feature placed by the provider within the Evesy system.
- 9.4.2.6. The customer submitted data or information, which negatively affect the provider's good name and/or reputation.
- 9.4.2.7. The customer submitted data or information with a pornographically or sexually oriented content, or data or information which endorse extremism in any of its forms, including communism, rasism, etc.
- 9.4.2.8. The customer submitted data or information which violate the copyright law or third party rights, especially their intellectual property rights, trademarks, brands, and authorship rights for sowftware and audio-video material.
- 9.4.3. If the provider withdraws from the contract for above stated reasons, the customer has no right of refund, compensation for their loss, or return of data they entered into the system.
- 9.4.4. The customer is authorized to withdraw from the contract in case of provider's severe failure to follow their obligations established by the contract and the terms of service.
- 9.4.5. By severe failure to follow the provider's obligations we understand:
  - 9.4.5.1. The provider did not provide the service the customer had paid for for a period longer than 7 consecutive days within a single calendar month, without a serious reason for doing so as stated in sections 8.4 and 8.5 of the terms of service.
- 9.4.6. When the customer withdraws from the contract in accordance with above stated conditions, they have the right to be refunded the credits remaining on their account. No other claims (return of the data previously



entered into the system, etc.) can be established by the customer withdrawing from the contract

9.4.7. Withdrawal from the contract, by either side, has to be delivered at the opposite party's registered seat or permanent address in a written form.

9.4.8. All customer submitted data and information will be erased permanently upon the day following the last day of the contract duration.

## 10. Responsibilities and Compensation

10.1. The customer is fully responsible for the content submitted into the Evesy system. The provider does not take any responsibility for accuracy and truthfulness of the data and information submitted by the customer.

10.2. The customer is responsible for any loss caused to the provider or third parties by violating the terms of service.

10.3. The customer is responsible for the outdated information submitted into the system, especially their email address, to which all the important information are sent by the provider. The customer is further responsible for checking the corresponding mailbox regularly and for keeping it in such state, which allows the reception of the information sent by the provider.

10.4. The provider is not responsible for any service outages or limitations caused by third party actions, extraordinary occurrences beyond their control, or equipment failures of their suppliers. The provider is further not responsible for any data or information loss caused to the customer from reasons stated above.

10.5. The provider is not responsible for the loss caused to the customer by the loss of their data or information submitted into the Evesy system after they had been erased from the system due to a switch back to the free-version, as explained in sections 5.9 and 5.10

10.6. The provider is not responsible for the violation of copyrights, trademarks, brand-names and other third party rights by the customer.

10.7. The provider is not responsible for the activities of their customers nor are they responsible for the way they use the Evesy system.

10.8. The provider bears no responsibility for eventual failures or losses caused by third party abuse of the Evesy system, especially by infecting the customer's network or individual computers with computer viruses, by hacker attacks and other outside threats.

10.9. The provider does not bear any responsibilities for losses caused directly, indirectly, or by accident to the customer or other parties by customer using the Evesy system.

- 10.10. The provider is not responsible for faults or losses to the customer caused by their inadequate or wrongly functioning equipment, operating system or network, or due to another program or product being installed alongside the Evesy system, or because the customer does not regularly make back-ups of their data.
  - 10.11. The provider is not responsible for faults or losses to the customer caused by submitting incorrect or false data into the Evesy system, by following other than standard procedure when submitting such data, or by misinterpretation of the information displayed by the Evesy system, due to customer misuse of the system or by not following the customer's responsibilities according to the provider's instructions and the terms of service.
  - 10.12. The provider is only responsible for a proven loss, caused by violation of their own responsibilities.
11. Customer Complaints and Fault and Failure Elimination
    - 11.1. Provider's rights and obligations regarding fault and failure elimination are governed by the civil code.
    - 11.2. The customer is authorized to report faults and failures to the provider either by:
      - 11.2.1. an email sent to [support@evesy.io](mailto:support@evesy.io)
      - 11.2.2. or a letter sent to the provider's registered seat—see section 1.
    - 11.3. Upon the report, the provider decides whether it really is the case of fault or failure and whether the report is justified.
    - 11.4. Fault or failure report must contain:
      - 11.4.1. customer identification
      - 11.4.2. a detailed description of the fault or failure
    - 11.5. The provider commit themselves to remove the fault of failure of the Evesy system as soon as possible without an unnecessary delay.
    - 11.6. The customer will be informed about the fault or failure elimination in the same way it had been reported.
  12. Personal Data Protection, Confidentiality
    - 12.1. The provider processes their customers' personal data only for the purposes of keeping their obligations and responsibilities established by the contract with the customer, especially for the purposes of customer identification and their access to the Evesy system.

- 12.2. By concluding the contract, the customer gives the provider consent with the processing of their personal data submitted into the Evesy system. Unless withdrawn by the customer (see section 9.2.2), such consent is considered to be valid for the whole duration of the contract and for a necessary period after its formal expiration for the purposes of archivation and disposal of the personal data.
- 12.3. **EXCEPT FOR THE PURPOSES OF FULLFILLING THE PROVIDER'S OBLIGATIONS, CUSTOMER PERSONAL DATA PROCESSING ALSO SERVES THE PURPOSES OF COMMERCIAL AND SERVICE ADVERTISEMENT ACCORDING TO § 5 SECTION 6 ACT 101/2000 SB. AND IN THE SENSE OF ACT NO- 480/2004 SB.**
- 12.4. **THE CUSTOMER AGREES TO RECEIVE PROVIDER'S COMMERCIAL COMMUNICATION SENT TO THEIR EMAIL ADRESS PROVIDED IN THE REGISTRATION FORM. THE CUSTOMER IS AUTHORIZED TO WITHDRAW THIS CONSENT AT ANY TIME BY SENDING AN EMAIL TO [SUPPORT@EVESY.IO](mailto:SUPPORT@EVESY.IO)**
- 12.5. The provider will process the customer's personal information in concordance with relevant laws, especially law no. 101/2000 Sb.
- 12.6. Such personal information will not be made accessible to other parties. Should this eventually happen in the future, the customer will be informed via the provider's website and new terms of service.
- 12.7. Customer's personal information will be processed for the purposes stated in the terms of service, and the customer acknowledges their rights established by act no. 101/2000 Sb, that is especially the fact, that their consent with personal information processing is voluntary and they can ask the provider for information regarding the processing, or ask them to correct, block, ammend or dipose of incorrect or not up to date personal information; since the consent is voluntary, the customer may also withdraw the consent at any time and free of charge by sending a letter or email to the provider.
- 12.8. **BY WITHDRAWING THE CONSENT WITH PERSONAL INFORMATION PROCESSING, THE CONTRACT IS TERMINATED AUTOMATICALLY AND THE CUSTOMER HAS NO RIGHT OF REFUND.**
- 12.9. The provider commit themselves to protect the customer's personal information and data and information submitted by the customer into the Evesy system from third party abuse. The provider also comit themselves to keep these data and information confidential.
- 12.10. The provider commit themselves to keep all the customer related data, and information, especially those marked by the customer as confidential, such as trade secrets etc., safe and strictly condidential.

### 13. Final Provisions

- 13.1. The relationships between the provider and the customer are governed by Czech law, with the exception of conflict of laws.
- 13.2. Relationships between the provider and the customer established non-explicitly in the terms of service are governed by provisions of act no. 89/2012 Sb., Civil code, as amended by later regulations and act no. 121/200 Sb. as amended by later regulations.
- 13.3. Eventual trade conditions proposed by the customer will not be taken into account.
- 13.4. Written documents are to be delivered to the adress of the addressee's registered seat or their peronal adress in case of physical entitties. If the document cannot be delivered and no other adress is known, the day of returning the non-delivered document back to its sender is considered to be the date of its successful delivery.
- 13.5. The language of communication between the customer and the provider is Czech.
- 13.6. These terms of service fully replace all the previous versions of the document in all its extents.
- 13.7. Eventual nullity of some of the provisions established by the terms of service which can be separated from the whole, has no effect on the validity of the rest of the document.
- 13.8. All potential disputes originating in or related to the contract between the provider and the customer will be solved definitely at the Czech Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic.
- 13.9. These terms of service take effect on the date of their publication.
- 13.10. Any violation of the Terms and Conditions will be judged according to the Czech version of the Terms and Conditions.

Done in Ostrava on 21 March, 2019