General Terms and Conditions for the use of the FLEXUMSHOP service

1. THE CONTRACTING PARTIES

1.1. Provider

Bohemiasoft s.r.o

registered in the Commercial Register maintained by the Regional Court in České Budějovice, Section C, Insert 16675 with its registered office at Rudolfovská tř. 247/85, 370 01 České Budějovice, Czech Republic

ID No.: 28090403 VAT No.: CZ28090403

bank connection: 2600080090/2010 - Fio banka, a.s.

contact e-mail: podpora@bohemiasoft.com

(hereinafter referred to as "Provider")

1.2 The Customer

a natural or legal person who completes an order for the FLEXUMSHOP.com service via the order form

(hereinafter referred to as the "Client")

the provider and the client jointly (hereinafter referred to as the "contracting parties")

2. CONCLUSION OF THE CONTRACT

2.1 The contract for the provision of services (hereinafter referred to as the "Contract") is concluded at the moment of completion of the order for the FLEXUMSHOP.com service (hereinafter referred to as the "Service"), whereby the necessary prerequisite for the conclusion

of the Contract is the acceptance of these General Terms and Conditions (hereinafter referred to as the "GTC"). The GTC are available at https://www.FLEXUMSHOP.com/vop.pdf.

3. SUBJECT MATTER AND DEFINITION OF BASIC TERMS

3.1 The subject of the contract is the provision of a licence to the web interface for the operation of an internet shop or internet presentation, continuous updating of the interface, technical support and additional services as agreed by the parties, all at prices according to the current valid price list located at https://www.FLEXUMSHOP.com/.

3.2 The contractual relationship between the Provider and the Customer is established on the basis of these GTC, and these GTC govern the rights and obligations of the parties and their mutual relationship.

3.3 Legal relations between the Provider and the Client not regulated in these GTC are governed by the legal order of the Czech Republic, in particular the Civil Code.

3.4 Definition of basic terms:

3.4.1. FLEXUMSHOP.com SERVICE - is a set of services necessary for the provision of the Customer's website and other services necessary for the operation of any second-level domain name owned by the Customer. The content and subject matter of the services is defined by the Provider's current offer published on the Provider's website https://www.FLEXUMSHOP.com.

3.4.2. SERVER - a set of hardware and software resources through which the Provider provides the service to the Customer. The server is permanently connected to the Internet.

3.4.3. DOMAIN, DOMAIN NAME - is a name provided by a domain name administrator (third party). It is used to identify the space and the Internet presence of the Customer.

3.4.4. OPERATION OF INTERNET APPLICATIONS, PRESENTATION - operation of own web applications using software and hardware resources of the provider. The Customer acknowledges that the Provider's leased resources are shared between multiple customers who are in a contractual relationship with the Provider.

3.4.3. MARKETPLACE - is a marketplace of offered paid software features, widgets, templates or services that the Customer can install in his/her online store. For a fee or free of charge according to the prices indicated for each individual feature in the Marketplace.

3.5 The date of establishment of the paid service is the date of payment for the service by the Customer. The day of the taxable supply is the day of the proper establishment of the service or the day of the extension of the service.

4. RIGHTS AND OBLIGATIONS OF THE CLIENT

4.1 The Customer has the right to use all the facilities offered by the service.

4.2 The Provider may, upon the Customer's request, arrange for the mediation of the registration of a 2nd level domain name. The Customer shall provide the Provider with true and complete contact details for such registration purposes. The Customer undertakes to pay the Registrar the registration fees for the operation of the Top Level 2 Domain Name, as the Provider is not the administrator of the Top Level 2 Domain Names.

4.3.The Customer orders the Service for the operation of a 2nd or 3rd level domain name, which is in the Customer's personal ownership.

4.4 The Customer undertakes to pay the registration fees for the registration and operation of the DNS servers of its 2nd level domain to the domain name administrator (registrar). The Service Provider is not the administrator of the 2nd level domain names.

4.5 The Customer undertakes not to use the Services for the dissemination of content that would be contrary to applicable laws or good morals.

4.6 The Customer undertakes not to use the Services for the distribution of pornographic or warez material.

4.7 The Customer undertakes not to use the Services for the dissemination of unsolicited mail - SPAM. By registering, the Customer authorizes the Provider to send information emails. The Customer may unsubscribe from receiving informational emails at any time.

4.8 The Customer undertakes not to use the services in such a way that would lead to infringement of the Provider's rights or could cause disadvantage to other customers of the Provider in the shared use of server resources.

4.9 The Customer shall be liable to the Provider for damages caused by programming errors of the installed software which was inserted or installed by the Customer within the scope of the use of the service.

4.10. In the event that the Provider invites the Client to remove its data that damages the server's software or technical resources, the Client shall be obliged to remove such data immediately, but no later than 24 hours after sending the e-mail invitation to the Client. If the Customer fails to do so, the Provider shall have the right to unilaterally suspend the operation of the Service. The Customer shall be informed of the suspension of the service by e-mail.

4.11. When ordering the service, the Customer is obliged to provide true contact details for the purposes of billing and communication with the Provider, and the Customer undertakes not to use anonymisers to access the administration. The Customer undertakes to keep these data up to date.

4.12. The Customer is obliged to protect its access data to the established services against misuse by a 3rd party.

4.13. The Customer undertakes to immediately inform the Provider of any malfunctions and malfunctions of the Service by e-mail to the following address: info@flexumshop.com.

4.14. The Customer is fully responsible for the content of its offer and for all content material it publishes via the online services. The Provider is fully exempt from legal liability in this respect. The Customer is acting on its own responsibility.

4.15. The system is always delivered in a certain current technological state due to ongoing modifications and improvements. By purchasing the offered system rental, the customer agrees to have properly tested the available test version, where the current settings are always

implemented and is familiar with the functionality of all offered modules, applications and optional settings. After the purchase of any paid additional modules, no claims can be made retroactively or immediate redress can be sought in cases where the Customer requires functions not directly offered by the system.

4.16. The Customer acknowledges that the public part of the Internet application includes a link in the footer with the following text "Created by www.flexumshop.com". This link can be removed by purchasing the corresponding paid module in the Marketplace system.

5. RIGHTS AND OBLIGATIONS OF THE PROVIDER

5.1 The Provider is obliged to ensure the operation of all its software and hardware resources to provide the Service. Exceptions to this obligation are conditions that cannot be influenced by the provider and cannot be prevented in any way. These include, for example, acts of God, accidents, failures of public telecommunications networks or other actions necessary to ensure the operation of the Provider's services (e.g. hardware maintenance, software updates, server configuration, replacement of server hardware components, etc.).

5.2 The Provider is obliged to carry out continuous monitoring of its technological means necessary for the proper functioning of the service. The Provider is entitled to shut down the service in sudden emergency situations or in situations that are necessary but planned. The Provider shall inform the Customer of the service shutdown at: www.flexumshop.com .

5.3.In the event that the Provider is unable to ensure uninterrupted operation of the Service and the Customer has paid for the "Standard" or "Profi" package of functions and at least one period of outage in a calendar month is longer than 60 minutes, the Provider shall compensate the Customer for the sum of such outages in an amount equal to ten times the pro rata amount of such outages in relation to the amount for which the Customer has paid for the Service. The provider shall take this compensation into account in the next billing for the service, for the next ordering period of the customer, by means of a discount for this next period. If the customer does not continue the service for the next period, the provider is obliged to reimburse the customer for this amount on the basis of the customer's invoice - tax document. These outages do not include

outages that are reported in advance by the Provider as service or other necessary interventions and the Customer is notified of them on the administration homepage after logging in.

5.4 The Provider undertakes to secure the Service and the data against unauthorized interference by a 3rd party. In the event of a simultaneous threat to the security of the operation of the service and the continuous operation of the service, the security of the operation of the service shall take precedence.

5.5 The Provider shall have the right to deactivate the paid modules for the Customer who is in default of payment for their operation for more than 10 days from the due date of the invoice. The Provider shall have the right to terminate the service completely if the Customer is in arrears with payment for the service for more than 21 days from the due date of the invoice. Termination of the service shall not extinguish the Customer's obligation to pay the amount due for the services provided. The Customer will be informed of the deactivation or termination of the service by e-mail.

5.6 The Provider shall have the right to unilaterally terminate the Customer's operation of the service if the operation of the Customer's application causes damage to other customers of the Provider or in the event of a breach of the obligations specified in clauses 4.5 - 4.8 by the Customer. The Customer shall also be informed of the termination of the service by e-mail.

5.7 The Provider shall not be liable for any financial losses, material losses or losses of any other nature that may result from the unavailability of the service, damage or loss of the Customer's data. In the event of unavailability of the service provably caused by the Provider, the Provider shall be liable for damages up to the ratio of the amount paid by the Customer for the service to the total period of unavailability of the service. See. Paragraphs 5.2 and 5.3.

5.8 The Provider is not responsible for the content of the Client's web presentation and the truthfulness of the information published by the Client. For this reason, the Provider is not obliged to check the products or services offered, as well as the information provided by the Customer about this product or service. The third party is therefore not entitled to claim compensation from the provider or to claim any other legal liability for the information provided by the customer.

5.9 If the Provider discovers or has reasonable suspicion of fraudulent behaviour of the Customer towards its customers, it has the right to temporarily or permanently deactivate the Service.

6. SERVICE PRICE AND METHOD OF PAYMENT FOR SERVICES

6.1 The price of the service is governed by the current price list at https://www.flexumshop.com

6.2 The operation of the Service may also be terminated by notice. This can be given without giving any reason. The notice may be sent electronically to the contact emails. The notice period is 14 days and starts on the day following the day after the notice is delivered to the other party.

6.3 In the event of intentional damage to the Provider's reputation by the Customer, the Provider is entitled to withdraw from the operation of the service. Withdrawal from the contract shall be effective from the day following the day after the Customer's receipt of the notice of withdrawal.

6.4 The Customer is entitled to a refund of the pro rata part of the payment for the service for the unused period only if the service is terminated by the Provider.

6.5 The Customer may transfer the service to a 3rd person. However, he/she must only do so with the consent of the provider, who will express his/her consent electronically to the customer's email. The new transferee of the service must agree to these GTC before commencing operation and must also assume all obligations from the original Customer.

7. PAYMENT TERMS

7.1 The Customer is entitled to order and install additional modules offered by the Provider in the Marketplace into its service. Both free of charge and for a fee.

7.2.The Provider shall send the Customer a proforma for the modules used in the previous month by email on the first day of the following month. A summary of the services used and their prices will be displayed in the service administration.

7.2 The Provider shall pair the received payment for the service with the Client's proforma on the next working day after receipt of the payment. After the payment has been matched, the Provider shall issue a tax document.

7.3 If the invoice is not paid by the Customer by the due date, Reminder No. 1 is automatically sent. If the invoice is not paid even within the grace period, Reminder No. 2 is sent to the Customer and all modules currently used by the Customer are deactivated. If the invoice is not paid within the period specified in Reminder No. 2, the Customer's presentation is deleted from the system.

7.4 Payers of value added tax from the European Union who do not have their registered office in the Czech Republic are liable for the correctness of their data on the payment of this tax.

7.5 All tax documents, proformas, payment requests and reminders are sent by the Provider in electronic form.

7.6 If the Client opts for automatic debiting of payments from the credit card, the Provider shall periodically make payment for the next period directly from the Client's credit card. In the event of a successful transaction, a tax document is sent to the Customer after the payment has been made. In the event that the transaction cannot be completed, the Customer is asked to pay according to clause 7.2.

8. THIRD PARTY SERVICES

8.1 Any use of third party services offered through the FLEXUMSHOP Marketplace, add-ons to the e-shop or specialist consultancy services is entirely at the Customer's own risk. And the Provider is not liable for such services supplied by third parties.

8.2 The Provider does not provide any guarantees in relation to third party services. The Provider does not guarantee the availability, quality or functionality of third party services.

8.3 The Customer acknowledges that the Provider may deactivate access to any Third Party Services at any time at its sole discretion and without prior notice. The Provider shall not be

responsible or liable to the Customer for any interruption or suspension of access to or deactivation of Third Party Services.

8.4 If the Customer installs or activates a Third Party Service, the Customer hereby grants the Provider permission to grant the relevant Third Party access to the Customer's Data and to accept any other operations required in order to interact with the Third Party Service and any data exchange between the Customer and the Third Party.

8.5 The Provider shall not be liable for any disclosure, modification or deletion of the Customer's data or other materials or for any corresponding loss or damage that may be incurred by the Customer as a result of third party services accessing the Customer's data.

8.6 The business relationship between the Customer and any third party is solely between the Customer and the relevant third party. The Provider is not obliged to intervene in any disputes between the Customer and the third party.

9. FINAL PROVISIONS

9.1 The Provider declares that it acts in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data and on Amendments to Certain Acts, as amended, i.e. it protects the Client's personal data from misuse and never provides it to a 3rd party. Personal data may only be used by the provider for the purposes of proper functioning of the service, direct communication with the customer and for the statistical needs of the provider.

9.2 The Customer accepts that all issued accounting documents (invoices and proforma invoices) are sent to the Customer electronically via e-mail in pdf format.

9.3. The Provider reserves the right to change these GTC and is obliged to inform the Customer of this fact with the information displayed on the homepage of the administrative section after login.