

# TERMS AND CONDITIONS OF CUBEIQ S.R.O.

These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**" or "**GTC**") are issued pursuant to § 89/2012 Coll., Civil Code (hereinafter referred to as the "**Civil Code**"), are an integral part of any contract with CubelQ s.r.o. and are divided into the following parts:

<b>1.</b>	<b>2</b>	
1.2.	DEFINITION OF TERMS	2
1.3.	SUBMISSION	2
<b>2.</b>	<b>2</b>	
2.1.	INFORMATION ON GOODS AND PRICES	2
2.2.	ORDERING AND CONCLUDING THE PURCHASE CONTRACT IN THE ONLINE SHOP	3
2.3.	CONCLUDING THE PURCHASE CONTRACT IN ANOTHER WAY	3
2.4.	PAYMENT TERMS	3
2.5.	DELIVERY OF GOODS	4
2.6.	RIGHTS FROM DEFECTIVE PERFORMANCE, CLAIMS	5
2.7.	WITHDRAWAL FROM THE CONTRACT	7
2.8.	DISPUTE RESOLUTION	8
<b>3.</b>	<b>9</b>	
3.1.	DEFINITION OF TERMS	9
3.2.	CONCLUSION OF THE CONTRACT	9
3.3.	PROVISION OF SERVICES	10
3.4.	PRICES AND INVOICING	10
3.5.	SERVICE DESK	11
3.6.	CHANGES TO THE SCOPE OF SERVICES PROVIDED	12
3.7.	LICENCE	12
3.8.	DECLARATIONS, LIABILITY AND WARRANTIES	12
3.9.	CONFIDENTIALITY	14
3.10.	DURATION AND TERMINATION OF THE CONTRACT	15
<b>4.</b>	<b>16</b>	
4.1.	BASIC PROCESSING RULES	16
4.2.	SCOPE OF PROCESSING OF PERSONAL DATA	16
4.3.	LEGAL BASIS FOR THE PROCESSING OF PERSONAL DATA	17
4.4.	PURPOSE OF PROCESSING PERSONAL DATA	17
4.5.	PERIOD OF PROCESSING OF PERSONAL DATA	17
4.6.	RECIPIENTS OF PERSONAL DATA	18
4.7.	DATA PROTECTION SAFEGUARDS	18
4.8.	RIGHTS OF DATA SUBJECTS	19

## 5. 20

## 1. GENERAL PROVISIONS

1.1.1. The Customer is obliged to read the Terms and Conditions before entering into any contract with CIQ.

### 1.2. DEFINITION OF TERMS

1.2.1. The Seller is CubelQ s.r.o., registered office Jeseniova 2829/20, Žižkov, 130 00 Prague 3, ID No. 19146051, VAT No. CZ19146051, file No. C 381346, registered with the Municipal Court in Prague (hereinafter referred to as "**Seller**" or "**CIQ**"). The Seller's contact email is info@cubeiq.cz.

1.2.2. A customer, client or buyer is anyone who enters into a contract with the seller (hereinafter referred to as "**customer**", "**client**" or "**buyer**")

1.2.3. A consumer is any person who enters into a contract with the CIQ outside the scope of his business activity or outside the scope of his independent exercise of his profession ("**consumer**").

1.2.4. A customer who is not a consumer is an entrepreneur (hereinafter referred to as "**entrepreneur**"). Any person who enters into contracts with CIQ in connection with his or her own business, manufacturing or similar activities or in the course of the independent exercise of his or her profession, or any person who acts in the name of or on behalf of an entrepreneur, is also considered an entrepreneur.

1.2.5. The online shop is operated by the Seller on a website located at www.cubeiq.cz (hereinafter referred to as the "**Online Shop**").

### 1.3. SUBMISSION

1.3.1. The Parties may deliver all written correspondence to each other by electronic mail.

1.3.2. The Buyer shall deliver correspondence to the Seller at the e-mail address specified in these Terms and Conditions. The Seller shall deliver correspondence to the Buyer at the e-mail address specified in the order or at the e-mail address from which the Buyer communicates with the Seller.

## 2. BUY

### 2.1. INFORMATION ABOUT GOODS AND PRICES

2.1.1. The Seller sells goods that are displayed in the online shop (hereinafter also referred to as "**Goods**").

- 2.1.2. Information about the goods, including prices and their main features, is provided in the online shop. Prices are inclusive of value added tax. The prices of the goods remain valid for as long as they are displayed in the online shop.
- 2.1.3. The information about the costs associated with the packaging and delivery of goods listed in the online store applies only in cases where the goods are delivered within the territory of the Czech Republic and the Slovak Republic.
- 2.1.4. Any discounts on the purchase price of the goods cannot be combined with each other.

## **2.2. ORDER AND CONCLUSION OF THE PURCHASE CONTRACT IN THE ONLINE SHOP**

- 2.2.1. The customer orders the goods by filling in the order form in the online shop. By submitting the order, these terms and conditions become binding for the customer.
- 2.2.2. Immediately upon receipt of the order, the Seller will send the Buyer a confirmation of receipt of the order to the e-mail address provided by the Buyer when ordering. This confirmation shall be deemed to be the conclusion of the contract. The confirmation shall be accompanied by the Seller's current terms and conditions.
- 2.2.3. If any of the requirements stated in the order cannot be met, the Seller will send an amended offer to the Buyer's e-mail address. The amended offer shall be deemed to be a new proposal of the purchase contract and the purchase contract shall be concluded in such case by the Buyer's confirmation of acceptance of this offer to the Seller's e-mail address.
- 2.2.4. All orders accepted by the Seller are binding. The Buyer may cancel an order until the Buyer has received notification of acceptance of the order by the Seller.
- 2.2.5. In the event that there is an obvious technical error on the part of the Seller when indicating the price of the goods in the online store or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer for this obviously erroneous price even if the Buyer has been sent an automatic confirmation of receipt of the order according to these Terms and Conditions. The Seller shall inform the Buyer of the error without undue delay and shall send the Buyer an amended offer to the Buyer's e-mail address. The amended offer shall be deemed to be a new proposal for a purchase contract and the purchase contract shall be concluded in such case by confirmation of receipt by the Buyer to the Seller's email address.

## **2.3. CONCLUDING THE PURCHASE CONTRACT IN ANOTHER WAY**

- 2.3.1. Especially for entrepreneurs, we also allow a different way of concluding a purchase contract for goods and a different form of cooperation. The terms and conditions in such cases are always governed by the individual contract with the customer and these terms and conditions accordingly.
- 2.3.2. In case of ordering via e-mail, the contract is concluded at the moment of payment of the ordered goods.

## **2.4. PAYMENT TERMS**

- 2.4.1. The price of the goods and any costs associated with the delivery of the goods and other costs under the Purchase Agreement (hereinafter referred to as the "**Purchase Price**") may be paid by the Buyer in the following ways:

- by wire transfer to the seller's bank account No. 2802510976 / 2010 held at Fio banka a.s.
  - cashless payment by credit card through a payment gateway
  - by wire transfer to the seller's account via a payment gateway
  - cashless via GooglePay or ApplePay through a payment gateway
- 2.4.2. In the case of payment through a payment gateway, the buyer shall follow the instructions of the relevant electronic payment intermediary.
- 2.4.3. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's bank account.
- 2.4.4. Until the purchase price is paid in full, the goods are still owned by the seller (reservation of title).
- 2.4.5. The Seller shall issue a tax document - invoice to the Buyer and send it to the Buyer's e-mail address. The data on the invoice cannot be changed after the order has been sent.

## **2.5. DELIVERY OF GOODS**

- 2.5.1. The goods are delivered to the customer according to his choice:
- to the address specified by the buyer in the order;
  - personal collection at the seller's premises.
- 2.5.2. The cost of delivery of the goods is specified in the order and in the order confirmation. In the event that the method of delivery is agreed upon according to a special request of the buyer, the buyer bears the risk and any additional costs associated with this method of delivery.
- 2.5.3. If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to allow the delivery and take delivery of the goods upon delivery.
- 2.5.4. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with a different method of delivery.
- 2.5.5. If the buyer has chosen delivery to the address or dispatch point of one of the transport partners, the seller will hand over the goods to the carrier, who will ensure their delivery by the chosen method.
- 2.5.6. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in case of any defects, immediately notify the carrier and indicate this in the handover report. In the event of a breach of the packaging indicating unauthorised intrusion into the shipment, the Buyer may not accept the shipment from the carrier. Subsequent claims for damage to the packaging will be disregarded.
- 2.5.7. The risk of damage to the goods passes to the buyer at the moment of taking over the goods or at the moment when the buyer was obliged to take over the goods but failed to do so in breach of the purchase contract.

## **2.6. RIGHTS FROM DEFECTIVE PERFORMANCE, CLAIMS**

### **LIABILITY FOR DEFECTS**

2.6.1. The Seller does not provide a guarantee of quality. However, the Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took delivery of the goods:

- the goods have the characteristics agreed between the parties and, in the absence of agreement, have the characteristics described by the seller or expected by the buyer in view of the nature of the goods;
- the goods are fit for the purpose stated by the seller for their use;
- the goods are in the appropriate quantity, measure or weight; and
- the goods meet the requirements of the legislation.

2.6.2. Liability for defects does not apply to defects in goods sold at a reduced price due to the existence of a defect, to wear and tear caused by normal use, to defects in used goods corresponding to the degree of use or wear and tear that the goods had when taken over by the buyer, or if this results from the nature of the goods. The buyer is not entitled to the right of defective performance if the buyer knew that the goods were defective before taking delivery of them or if the buyer himself caused the defect.

### **EXCLUSIONS FROM LIABILITY FOR DEFECTS**

2.6.3. Liability for defects does not apply to defects arising from:

- mechanical damage to the goods;
- electrical surges (e.g. visibly burnt components or circuit boards);
- use of the goods in conditions that do not correspond to the temperature, dustiness, humidity, chemical and mechanical influences of the environment that is directly intended by the seller or the manufacturer;
- improper installation, handling, operation or neglect of the goods;
- damage to the goods or parts thereof by a computer virus, etc;
- damage caused by excessive loading or use contrary to the conditions specified in the documentation for the goods;
- by unqualified intervention (intervention by any person other than the seller or an authorized service provider) or by changing the parameters of the goods;
- modifications to the goods by the customer;
- when a software upgrade is incorrectly performed;
- damage from the elements or force majeure;
- using incorrect or faulty software.

### **TIME LIMIT FOR EXERCISING RIGHTS ARISING FROM DEFECTIVE PERFORMANCE**

2.6.4. The time limit for exercising rights from defective performance lasts 24 months for both consumers and entrepreneurs and starts on the day the goods are taken over by the buyer.

- 2.6.5. In the case of settlement of the complaint in the form of replacement of goods, no new time limit shall apply, the time limit starting from the date of the first receipt of the goods by the buyer shall be decisive.
- 2.6.6. If the buyer has rightfully accused the seller of a defect in the goods, the time limit for exercising rights from defective performance does not run for the period during which the buyer cannot use the defective goods.

#### **RIGHTS FROM DEFECTIVE PERFORMANCE**

- 2.6.7. If the item has a defect, the buyer may demand its removal. At his option, he may demand:

- repair of goods;
- delivery of new goods;

unless the chosen method of removing the defect is impossible or disproportionately costly compared to the other; this shall be assessed in particular with regard to the significance of the defect, the value that the item would have had without the defect and whether the defect can be removed without considerable difficulty for the buyer.

- 2.6.8. The seller may refuse to remedy the defect if it is impossible or unreasonably costly to do so, particularly in view of the significance of the defect and the value the item would have without the defect.
- 2.6.9. The buyer may demand a reasonable discount or withdraw from the contract if
- the seller has refused to remove the defect or has not removed it in accordance with § 2170 (1) and (2) of the Civil Code;
  - the same defect appears repeatedly, at least 3 times;
  - the defect is a material breach of contract; or
  - it is evident from the seller's statement or from the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to the buyer.
- 2.6.10. The reasonable discount is determined as the difference between the value of the item without defect and the defective item received by the buyer.
- 2.6.11. If the buyer withdraws from the contract, the seller shall refund the purchase price to the buyer without undue delay after he receives the goods or after the buyer proves to him that he has sent the goods.
- 2.6.12. When making a claim, the buyer is obliged to tell the seller what right he has chosen. A change of choice without the seller's consent is only possible if the buyer has requested the repair of a defect that proves to be irremediable. If the buyer does not choose his right from a material breach of contract in time, he has the same rights as in the case of a non-material breach of contract.
- 2.6.13. If the buyer knew about the defect of the goods before acceptance or caused it himself, the seller is not obliged to satisfy the buyer's claim.
- 2.6.14. The buyer cannot claim discounted goods for the reason for which the goods are discounted.

## **MAKING A CLAIM**

2.6.15. The buyer is obliged to inspect the goods upon receipt:

- no damage to the packaging (the packaging is not damaged);
- number of packages/goods;
- completeness of the shipment (the shipment contains everything the buyer ordered).

2.6.16. Any discrepancies must be reported by the Buyer to the Seller upon personal acceptance on site, upon receipt from the carrier in the carrier's handover report or the Buyer may refuse to accept the shipment. Otherwise, such discrepancies cannot be claimed.

2.6.17. Complaints are made at the seller's premises or headquarters, either in person or by sending the goods. The shipment must contain: the claimed goods including accessories without which the claimed goods cannot be used and diagnosed (we recommend enclosing the complete accessories and proof of purchase). In the event of non-delivery of the accessories and any subsequent withdrawal from the contract, the purchase price will be reduced by the price of the undelivered accessories.

2.6.18. Goods submitted for claim must be in factory configuration, i.e. in the condition they were in at the time of delivery to the buyer. In the event that the Buyer submits for claim goods which are not in factory configuration, i.e. which have been modified by the Buyer or at the Buyer's request, the claim may be rejected and the Buyer acknowledges that any service intervention may render such modification useless without the possibility of replacement. In the case of modifications, the Buyer must retain the original components.

## **COMPLAINT HANDLING**

2.6.19. The moment of claiming is considered to be the moment when the buyer's expression of will (exercising the right of defective performance) reaches the seller.

2.6.20. The Seller shall decide on the complaint immediately, in complex cases within three working days. This time limit does not include the time reasonably required for a professional assessment of the defect.

2.6.21. Complaints, including the removal of defects, must be settled without delay, no later than 30 days from the date of the complaint, unless the seller and the buyer agree on a longer period. The expiry of this period in vain shall be considered a material breach of contract and the buyer shall have the right to withdraw from the purchase contract.

2.6.22. The Seller is obliged to issue the Buyer with a written confirmation of when the Buyer exercised the right, what is the content of the complaint and what method of handling the complaint the Buyer requires, as well as confirmation of the date and method of handling the complaint, including confirmation of the repair and its duration, or written justification for the rejection of the complaint.

2.6.23. The buyer is obliged to inspect the goods after the claim has been settled. Later objections shall not be taken into account.

2.6.24. The buyer is entitled to reimbursement of the costs reasonably incurred in connection with the application of a legitimate claim. These costs are understood to be the least necessary. In

particular, the postage costs for sending the claim. Reimbursement of the costs must be requested without undue delay, but at the latest within 1 month of the end of the period for exercising the rights arising from the defective performance.

- 2.6.25. The buyer is obliged to take over the goods after the complaint without undue delay, no later than 30 days from the day he was informed of its settlement. After the expiration of this period, the seller is entitled to charge a storage fee of 50 CZK per day.

## **2.7. WITHDRAWAL FROM THE CONTRACT**

### **WITHDRAWAL FROM THE CONTRACT BY THE SELLER**

- 2.7.1. The Seller is entitled to withdraw from the Purchase Contract due to out of stock, incorrect pricing of the goods, unavailability of the goods, or when the manufacturer, importer or supplier of the goods has discontinued the production or import of the goods.
- 2.7.2. The Seller shall promptly inform the Buyer via the e-mail address specified in the order and shall refund the purchase price within 14 days of notification of withdrawal from the purchase contract, in the same manner or in the manner specified by the Buyer.

### **WITHDRAWAL FROM THE CONTRACT BY THE CUSTOMER - CONSUMER**

- 2.7.3. Consumers have the right to withdraw from the purchase contract within 14 days of receipt of the goods by completing and submitting the sample form available on the website.
- 2.7.4. The Buyer who has withdrawn from the contract is obliged to return the goods to the Seller without undue delay, but no later than 14 days from the withdrawal from the contract to the Seller. The Buyer shall bear the costs of returning the goods to the Seller, even if the goods cannot be returned by normal postal means due to their nature.
- 2.7.5. If the Buyer withdraws from the contract, the Seller shall reimburse the Buyer in the same manner and without delay, but no later than 14 days after the withdrawal from the contract, all monies, including delivery costs, received from the Buyer. The seller shall only return the funds received to the buyer in another way if the buyer agrees to this and if no additional costs are incurred.
- 2.7.6. If the Buyer has chosen a method of delivery other than the cheapest method of delivery offered by the Seller, the Seller shall reimburse the Buyer for the cost of delivery of the goods in the amount corresponding to the cheapest method of delivery offered.
- 2.7.7. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer delivers the goods to him or proves that he has sent the goods to the seller.
- 2.7.8. The Buyer must return the goods to the Seller undamaged, unworn and unpolluted and, if possible, in their original packaging. The Seller is entitled to unilaterally offset the claim for compensation for damage to the goods against the Buyer's claim for reimbursement of the



purchase

price.

2.7.9. The buyer cannot withdraw from the purchase contract in the following cases:

- in the provision of services, if they have been performed with his prior express consent before the expiry of the withdrawal period;
- on the delivery of goods that have been modified according to the buyer's wishes;
- in other cases specified in § 1837 of the Civil Code.

## **WITHDRAWAL FROM THE CONTRACT BY THE CUSTOMER - ENTREPRENEUR**

2.7.10. Entrepreneurs do not have the right to withdraw from the purchase contract within 14 days. The only reason for withdrawal from the contract is a material breach of the contract by the seller.

### **2.8. DISPUTE RESOLUTION**

2.8.1. The buyer assumes the risk of change of circumstances within the meaning of Section 1765(2) of the Civil Code.

2.8.2. The Czech Trade Inspection Authority (Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs>) is competent for out-of-court settlement of consumer disputes arising from a purchase contract.

2.8.3. It is also possible to use the European platform for online consumer dispute resolution located at <http://ec.europa.eu/consumers/odr>. The European Consumer Centre Czech Republic, located at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online consumer dispute resolution).

2.8.4. Business disputes are decided by the general courts of the Czech Republic.

## **3. CUBEIQ CLOUD AND CUBEIQ USAGE**

### **3.1. DEFINITION OF TERMS**

3.1.1. Terms used in this section of the Terms and Conditions shall have the meanings set forth herein or as set forth in the Service Agreement entered into between the Client and CIQ or other documents referred to in such agreement. The following terms are defined for the purposes of this Article 3 of the Terms and Conditions:

- **CubeIQ Cloud:** a set of services provided by CubeIQ. The individual services are described and defined at [www.cubeiq.cz](http://www.cubeiq.cz).
- **Incident:** any fact preventing the client from using the service in whole or in part, which is caused by a defect.
- **Terms and Conditions:** the provisions of these Terms and Conditions and the provisions of the Contract.
- **Claim:** An incident that is not caused by a defect.
- **On premise service:** service that takes place at the client's location.

- **Service:** a service provided by CubelQ to the Client within the CubelQ Cloud Services on the basis of a contract, as described in the Online Shop.
- **Contract:** A contract concluded between CubelQ and the Client, the subject of which is the provision of services to the Client.
- **Parties or Parties:** collectively, CubelQ and the Client; the term Party or Parties means CubelQ and the Client or any of them (as the context of the relevant provision may require).
- **Vada:** Unavailability or limitation of service due to breach of contract by CubelQ. An incident caused by the client, a third party, or any other reason for which CubelQ is not responsible.
- **Remote management:** a service that consists of a remote connection to the CubelQ control unit or client workstation.

### 3.2. CONCLUSION OF THE CONTRACT

- 3.2.1. The customer orders services by filling in the order form in the online shop. By submitting the order, these terms and conditions become binding for the customer.
- 3.2.2. Immediately upon receipt of the order, the Seller will send the Buyer a confirmation of receipt of the order to the e-mail address provided by the Buyer when ordering. This confirmation shall be deemed to be the conclusion of the contract. The confirmation shall be accompanied by the Seller's current terms and conditions.
- 3.2.3. If any of the requirements stated in the order cannot be fulfilled, the Seller will send an amended offer to the Buyer's e-mail address. The amended offer shall be deemed to be a new proposal of the purchase contract and the purchase contract shall be concluded in such case by the Buyer's confirmation of acceptance of this offer to the Seller's e-mail address.
- 3.2.4. All orders accepted by the Seller are binding. The Buyer may cancel an order until the Buyer has received notification of acceptance of the order by the Seller.
- 3.2.5. In the event that there is an obvious technical error on the part of the Seller when indicating the price of the goods in the online store or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer for this obviously erroneous price even if the Buyer has been sent an automatic confirmation of receipt of the order according to these Terms and Conditions. The Seller shall inform the Buyer of the error without undue delay and shall send the Buyer an amended offer to the Buyer's e-mail address. The amended offer shall be deemed to be a new proposal for a purchase contract and the purchase contract shall be concluded in such case by confirmation of receipt by the Buyer to the Seller's email address.

### 3.3. PROVISION OF SERVICES

- 3.3.1. CIQ undertakes to provide services to the client in accordance with the contract.
- 3.3.2. The Client is obliged to:
  - pay the agreed price for the services;
  - to pay the price for solving the requirements;
  - comply with the terms of use of the services agreed in the contract and these terms and conditions;
  - to provide CIQ with all necessary assistance to provide the services;

- use the Services in a non-abusive manner, in accordance with their purpose and CIQ's instructions, and in such a way as to avoid violating the rights of third parties or general laws.
- 3.3.3. The parties are obliged to fulfil their obligations under the contract in such a way as to avoid default in the fulfilment of individual deadlines and delay in the payment of individual monetary obligations.
- 3.3.4. The Client acknowledges and agrees that certain portions of the Services may be provided in cooperation with third parties, to which the Client consents and is obligated to maintain such consent until such time as the use of such Services is properly discontinued.

#### **3.4. PRICES AND INVOICING**

- 3.4.1. The price of the services is set out in the contract and the client undertakes to pay it in accordance with the terms and conditions set out in the contract and these terms and conditions. The Client also agrees to pay the price for the resolution of requests.
- 3.4.2. The Client acknowledges that if the service intervention requires the physical presence of CIQ experts at the Client's premises or at other locations as requested by the Client, the Client shall bear the costs associated with such presence. If possible, CIQ will provide the Client with an estimate of the cost in reasonable advance and reserves the right to defer the performance of the service intervention until the Client has approved the cost estimate in writing.
- 3.4.3. The contract price is paid at the moment of crediting the CIQ bank account.
- 3.4.4. Any claims made by the Client under these Terms and Conditions shall not affect the Client's obligation to properly pay the amounts stated on the invoice.
- 3.4.5. Invoices for services are issued by CIQ on a monthly basis, in the form of the chosen payment method. Invoices for the resolution of requests are issued after the request has been resolved.
- 3.4.6. If the service was not provided for a full calendar month due to the start or termination of the service, the full price of the service will be charged for each calendar month in which the service was at least partially provided.
- 3.4.7. Billing is done electronically and invoices are sent to the client by e-mail to the address specified in the contract. The invoice is deemed to have been received on the 3rd day after dispatch.
- 3.4.8. Unless otherwise stated in the contract or invoice, all invoices are payable within 5 days of delivery to the client.
- 3.4.9. If the client is in default in payment of the invoice, CIQ has the right to charge a contractual penalty of 0.5% of the amount due for each day of delay. For each written reminder sent by the Client, CIQ shall be entitled to charge the Client a cost reimbursement of CZK 250.
- 3.4.10. If the Client is in arrears with the payment of any invoice for more than 7 days, CIQ shall be entitled to limit or suspend the provision of services under this Agreement until the amounts due are duly paid. CIQ shall have the right to charge the price for resuming the provision of

services after the limitation or interruption in accordance with the price list for additional services. CIQ shall have the right to demand payment of the agreed price of performance under the Contract in full notwithstanding such limitation or interruption.

### **3.5. SERVICE DESK**

- 3.5.1. CubelQ undertakes to accept incident reports and requests on working days from 9.00 to 17.00:
- by email at [podpora@cubeiq.cz](mailto:podpora@cubeiq.cz);
  - by phone at 225308644;
- 3.5.2. At the time a client reports an incident or request to the Service Desk, CIQ is required to record the reporting party's identification and the phone number or email address and description of the client's request.
- 3.5.3. If the incident was not reported as a request and CIQ determines that the incident was not caused by a defect, CIQ will suspend resolution of the incident until the client confirms that it is interested in resolving the incident as a request.
- 3.5.4. CIQ will handle incidents and requests as agreed with the client, either by remote administration or on premise service. Liability for defects and withdrawal from the contract shall be governed accordingly by clauses 2.6 and 2.7 of these Terms and Conditions.

### **3.6. CHANGES TO THE SCOPE OF SERVICES PROVIDED**

- 3.6.1. The scope of services provided by CIQ to the client may be changed on the basis of a written offer and its acceptance by the client.
- 3.6.2. A written offer within the meaning of this Article includes an offer made by any form of electronic communication, in particular by e-mail or data mailbox.
- 3.6.3. Acceptance within the meaning of this Article shall mean the express written acceptance of the offer submitted. Acceptance by the client shall also be deemed to be implied acceptance.
- 3.6.4. The Client shall be obliged to pay the price corresponding to the changed scope of services provided from the date of commencement of their provision in the changed scope.

### **3.7. LICENCE**

- 3.7.1. The Client is entitled to use the software related to the Services for personal purposes only.
- 3.7.2. The Client undertakes to provide all assistance to CIQ in the event of controlling the use of applications that are operated through the Services, in accordance with the Agreement and these Terms and Conditions.
- 3.7.3. The Client agrees to comply with the applicable license terms for the use of individual applications operated in the Service environment, which are part of separate license agreements between the Client and CIQ or between the Client and third parties.

- 3.7.4. The Client is not authorized to remove, alter or hide in any way the authorship, logos, trademarks or other notices of third party rights that are part of the applications operated in the environment of the Services. At the same time, the Client is not authorized to perform any reverse engineering, decompilation or other forms of reconstruction of the source code in relation to the applications operated in the environment of the Services, beyond what is expressly permitted by Act No. 121/2000, Copyright Act, as amended.
- 3.7.5. The client is not entitled to interfere with the applications in any way, use unauthorized plugins or otherwise change their functionality and parameters. If the Client does so, he/she loses the rights from defective performance and is not entitled to compensation for damages incurred after such intervention. ICQ shall be entitled to withdraw from the contract and claim damages

### **3.8. REPRESENTATIONS, LIABILITY AND WARRANTIES**

- 3.8.1. The Client declares that at the time of conclusion of the Agreement, he/she is not insolvent or in liquidation, that no insolvency proceedings are pending against him/her and that no execution or other form of debt recovery has been imposed on his/her property. The Client is obliged to notify CIQ of its insolvency or threatened insolvency, a petition for a declaration of insolvency against it, execution or other enforcement of a decision affecting its property or of the threat of such a state (the issuance of a decision that the Client is unlikely to comply with) within 5 days of the moment when the Client becomes aware or could have become aware of such fact.
- 3.8.2. The Client undertakes to use the services provided in accordance with the legal regulations of the Czech Republic and to respect the copyrights and other intellectual property rights of third parties.
- 3.8.3. The Client declares that all information provided during the onboarding process, i.e. the process prior to the commencement of the provision of services, is true. CIQ shall not be liable for any defects or damages arising from the provision of incorrect information during onboarding. Similarly, CIQ shall not be liable for any damages arising from the provision of incorrect, incomplete or inaccurate information by the Client.
- 3.8.4. The Client is obliged to ensure that the following conditions are met prior to the commencement of the provision of services:
- professional installation and commissioning of the photovoltaic power plant, including securing all necessary permits, notifications, approvals and licenses for its operation;
  - connection of the photovoltaic plant to the distribution network, valid and effective contracts with the distribution network operator, all at the correct voltage level;
  - allocation of the production EAN and conclusion of a contract for the purchase of surplus energy produced;
  - professional installation of a supported inverter listed on the [www.cubeiq.cz](http://www.cubeiq.cz) website;
  - connecting the supported inverter to the same LAN segment in which the CubeIQ controller is to be connected.

- 3.8.5. CIQ shall be liable for any loss up to a maximum of the sum of the price of CIQ's services for the last 3 months prior to the loss, or the total of the amounts paid during the term of the contract if the term of the contract was less than 3 months. The Client agrees to such limitation and waives the right to indemnification to the extent that it exceeds such limit.
- 3.8.6. CIQ shall not be liable for any defects in the Services or any damage resulting from such defects if:
- defects or damages are caused by errors in any software used in the provision of the Services;
  - the defects or damage are caused by force majeure, power failure or other event not caused by CIQ;
  - the defects or damage are caused by other parts of the PV plant not following the commands of the CubelQ controller or following them differently;
  - defects or damages are caused by unprofessional intervention in hardware or software;
  - the services are used by the client in violation of the supplied user or technical documentation;
  - a client or third party interferes with the CubelQ service or controller;
  - damage caused by the client's neglect of prescribed maintenance;
  - The client does not follow the instructions for use and maintenance of the CubelQ;
  - data is lost for any reason.
  - a breach of CIQ's IQ Cloud Terms of Service;
  - Internet connection or power fails, causing the CubelQ controller to disconnect from the CubelQ cloud;
  - it is even partially caused by the actions of the client or third parties.
- 3.8.7. If the Client's declaration made under these Terms and Conditions was false or became false or if the Client breaches its obligation set out in paragraph 3.8.3 of these Terms and Conditions, CIQ shall have the right to withdraw from the Contract with immediate effect.

### **3.9. CONFIDENTIALITY**

- 3.9.1. The Client agrees and understands that by connecting the CubelQ control unit to the CIQ home network (LAN), CIQ will gain access to all information transmitted and stored on that network. CIQ agrees to use this information solely for the provision of services and to ensure the security of processes related to the provision of services accordingly.
- 3.9.2. The Parties hereby declare that the information obtained in connection with the Agreement and the use of CubelQ is of a confidential nature and the Parties are obliged to maintain the confidentiality of such information and are not entitled to disclose or make available such information to third parties, unless otherwise agreed.
- 3.9.3. CIQ shall be entitled to use the Client's confidential information and to disclose it to third parties involved in the performance of the contract pursuant to Article 3.3.4 of these Terms and Conditions, or to legal representatives, employees, corporate bodies or their members, provided that the following conditions are met:
- the person or entity to whom the confidential information is disclosed is contractually bound to maintain the confidentiality of the information provided at least to the extent that CIQ is bound by these Terms and Conditions and to use the information only for the purposes set forth herein,

- the person or entity to whom the confidential information will be disclosed is aware of the obligation to keep the confidential information confidential; and
  - Confidential information will only be disclosed to the extent necessary for the person or entity concerned to participate in the successful provision of services.
- 3.9.4. For the purposes of this article of the Terms and Conditions, third parties do not include attorneys, auditors, tax advisors and other persons bound by legal obligations of confidentiality providing their services to the CIQ.
- 3.9.5. Confidential Information includes all information provided or obtained by the Parties relating to the Contract and its performance.
- 3.9.6. The protection of information does not apply to cases where:
- A Party shall demonstrate that the relevant information is publicly available without having been disclosed by the Party concerned,
  - A Party shall demonstrate that it had access to the confidential information before it received it from the other Party, even if this was before the effective date of the contract, and that it did not obtain access to the relevant information by unlawful means,
  - The Contracting Party shall obtain the written consent of the other Contracting Party to which the information relates to disclose the relevant information.
  - Disclosure of confidential information is required by law or by a binding decision of a competent government authority. In such a case, a Party shall inform the other Party that confidential information will be disclosed or has been disclosed, unless the Party concerned is prevented from doing so by a legal obligation or a binding decision of an authorised authority.
- 3.9.7. The obligation of confidentiality within the meaning of this article of the Terms and Conditions shall remain in force for a period of 2 years after the termination of the contract.

### **3.10. DURATION AND TERMINATION OF THE CONTRACT**

- 3.10.1. The contract is concluded for an indefinite period of time.
- 3.10.2. The contract can be terminated:
- by written agreement of the parties, including the settlement of mutual obligations and claims,
  - by written withdrawal from the contract in the event of a material breach of the contract by one of the contracting parties, or in the event of an insubstantial breach of the contract which has been brought to the attention of the relevant contracting party and has been given a reasonable period of at least 10 days to remedy, but which has expired in vain;
  - by written notice of termination of the Contract with a notice period of 1 month,
  - in other cases provided by law, contractual terms or contract.
- 3.10.3. In particular, the following shall be considered a serious breach of contract:
- the client's delay in payment of amounts due for a period exceeding 10 days,
  - if there is a breach of the obligation to protect confidential information under the contract by either party.

3.10.4. Upon termination of the contract, the client is obliged to return everything received from CIQ for use in connection with the provision of the service within 5 days of termination of the contract.

3.10.5. The CIQ is not obliged to destroy or delete the Client's data, which the CIQ is obliged to keep in accordance with the relevant legislation and these Terms and Conditions.

## 4. DATA PROTECTION

### 4.1. BASIC PROCESSING RULES

4.1.1. In connection with the sale of goods and the provision of services, CIQ, in its capacity as a data controller, processes (i.e., in particular collects, stores and uses) personal data of customers and clients to the extent set out below, in accordance with Regulation (EU) No 216/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("**GDPR**").

4.1.2. The following information on the processing of personal data fulfils the conditions of the information obligation under Article 13 of the GDPR and provides clients with a comprehensive idea of the ways in which CIQ processes personal data, as well as the rights of clients - personal data subjects.

4.1.3. By entering into any contract with CIQ, the Customer consents to the processing of their personal data to the extent set out below.

4.1.4. CIQ personal data:

- is always handled correctly and in a lawful and transparent manner,
- collected for specific, explicit and legitimate purposes,
- it processes in a proportionate, relevant and limited to what is necessary in relation to the purpose for which it processes it,
- processes accurately and updates them when necessary,
- stored in a form which permits identification of data subjects for no longer than is necessary in relation to the relevant purpose of the processing,
- processed in a manner that ensures appropriate security of the personal data.

4.1.5. The place of processing of personal data is the Czech Republic. CIQ is not authorized to transfer personal data to third countries or to process personal data on devices located in third countries in connection with the processing of personal data carried out for the client.

4.1.6. Any processing of personal data in a third country outside the EU is only possible with the prior written consent of the client and only if the conditions for transfer to the third country set out in Article 44 GDPR are met.



- 4.1.7. The Client declares that the personal data provided to CIQ for the purpose of processing is true and complete and provided in accordance with applicable legislation. If CIQ incurs any damage (both damage and non-pecuniary damage) as a result of the Client's failure to comply with its obligation to protect personal data, the Client undertakes to compensate CIQ for such damage in full. Compensation for damages shall include, in particular, (i) compensation for the injury (both damage and non-pecuniary damage) to the data subjects and (ii) compensation for fines imposed on CIQ by the Data Protection Authority or other public authority.

#### **4.2. SCOPE OF PROCESSING OF PERSONAL DATA**

- 4.2.1. CIQ processes the following information provided by customers and which customers agree to process by entering into an agreement with CIQ:
- Information required for the conclusion of the contract - e.g. name, surname, date of birth, residential or delivery address, VAT number, bank account number;
  - Non-mandatory data for the conclusion of the contract - e.g. phone number, email, academic degree or other information provided by the customer in the course of providing the services;
  - Data necessary for the provision of services - e.g. data on the physical location of the PV plant, the location of the CubelQ, information on the purchase, sale, price and consumption of energy, as well as data available on the home network (LAN) in which the CubelQ is connected;
- 4.2.2. The CIQ also automatically processes cookies on the CIQ online shop and the CubelQ mobile phone app. The client can modify or disable the processing of cookies in their browser.
- 4.2.3. In addition, in the case of remote administration, CIQ looks into the personal data of the service worker when providing services, processes personal data when recording the service worker's activities.
- 4.2.4. In addition, CIQ stores copies of the database containing personal data in the case of the provision of a database service, and accesses personal data.

#### **4.3. LEGAL BASIS FOR THE PROCESSING OF PERSONAL DATA**

- 4.3.1. CIQ processes customers' personal data on the basis of:
- Customer consent to the processing of personal data pursuant to Article 6(1)(a) of the GDPR given at the conclusion of the contract and by agreeing to these terms and conditions;
  - the conclusion and performance of contracts with customers, or steps following a request for goods or services from a customer pursuant to Article 6(1)(b) GDPR;
  - the need to comply with legal obligations (in particular accounting and tax obligations) pursuant to Article 6(1)(c) GDPR;
  - legitimate interest pursuant to Article 6(1)(f) GDPR.

#### **4.4. PURPOSE OF PROCESSING PERSONAL DATA**

- 4.4.1. The purpose of processing customers' personal data is:

- Concluding contracts with customers and exercising rights and obligations arising from the contractual relationship with customers;
- Providing customer service;
- Resolving incidents, requests, complaints, defects and other matters related to the use of CubelQ and CubelQ Cloud services;
- sending commercial communications and doing other marketing activities.

#### **4.5. PERIOD OF PROCESSING OF PERSONAL DATA**

##### **4.5.1. CIQ processes personal data for:**

- before consent to the processing of personal data is withdrawn;
- the duration of the contractual relationship;
- necessary for the exercise of the rights and obligations arising from the contractual relationship (usually for the duration of the contractual relationship and subsequently for a period of 5 years for any claims under the contract)
- necessary to comply with legal obligations (e.g. the obligation to archive tax documents for 10 years)

##### **4.5.2. CIQ undertakes to comply with CIQ's data protection obligations at all times during the processing of personal data.**

#### **4.6. RECIPIENTS OF PERSONAL DATA**

##### **4.6.1. CIQ only discloses customer personal information:**

- to its employees;
- personal data processors who are in a contractual relationship with our company (e.g. accounting, etc.) and who are involved in:
  - delivery of goods/services/payments under the contract;
  - to ensure the operation of the services;
  - providing marketing services.
- in justified cases to other administrators, while respecting the legal provisions,
- public authorities, such as courts or administrative authorities, where the CIQ has such an obligation
- to other recipients if such disclosure is consistent with the needs and instructions of the customer.

#### **4.7. DATA PROTECTION SAFEGUARDS**

##### **4.7.1. The CIQ has adopted and maintains the following technical and organizational measures to prevent unauthorized or accidental access to, alteration, destruction or loss of, unauthorized transfer of, or other unauthorized processing of, personal data, as well as other misuse of personal data:**

#### **DATA CENTRE SECURITY**

- 4.7.2. The IT technology infrastructure is designed to be resilient to individual equipment failures. All active elements, switches, networks and all devices are configured to provide at least a limited form of service in the event of an outage.
- 4.7.3. Data stores and data warehouses always provide data storage with storage redundancy, and data consistency and protection is always a top priority. Maintenance and setup procedures are defined to minimize downtime or service interruptions and, when this is not possible, provide for time and implementation with respect to off-hours or days.

#### **DATA SECURITY**

- 4.7.4. The CIQ software used is configured and customized to protect against unauthorized access and ensure data consistency.
- 4.7.5. CIQ staff are trained and their working practices are defined with a view to ensuring that they do not work and come into contact with customer data when managing servers unless absolutely necessary.
- 4.7.6. Discarded data carriers are always disposed of by multiple overwriting and subsequent physical damage.

#### **NETWORKS AND DATA TRANSMISSIONS**

- 4.7.7. The data centres are connected to the public internet network with a high-speed connection, always taking traffic protection into account. Data transmitted between the data centres and the customer's equipment is protected by encryption to the extent customary and the principle that what is not necessary is not sent over the public Internet.
- 4.7.8. Protection against external attacks is always implemented on several levels. The overall defence with the search for mass attack patterns is performed by autonomous systems over the data centre's connection to the Internet. The individual services are always protected separately at the level of the active network elements and then by their own operating system and application resources.

#### **SECURITY EVENTS**

- 4.7.9. Both CIQ and the data centre have procedures in place for detecting, evaluating and resolving security incidents and mechanisms for escalating them in the event of them being assessed as a security incident.
- 4.7.10. In the event that CIQ becomes aware of a personal data breach, CIQ shall notify the Client that a personal data breach has occurred without undue delay after becoming aware of the breach. CIQ shall make the notification by telephone or email to the person authorized under the Agreement. Thereafter, without undue delay after CIQ has become aware of the Personal Data Breach, CIQ shall report to Client in the same manner a description of the nature of the Personal Data Breach, including, if applicable, the categories and approximate number of Data Subjects affected and the categories and approximate number of Personal Data Records affected, and a description of the likely consequences of the Personal Data Breach.

#### **4.8. RIGHTS OF DATA SUBJECTS**

4.8.1. The customer, as a data subject, has the rights granted by law in connection with the processing of his/her personal data. These are:

- **Right of access to personal data.** The customer is entitled to obtain information from CIQ as to whether it processes his/her personal data and, if so, what data is involved and how it is processed. The customer also has the right to have inaccurate personal data concerning him corrected by CIQ as controller without undue delay at his request. The customer has the right to complete incomplete personal data at any time.
- **Right to erasure.** Upon the customer's request and subject to compliance with the conditions under the GDPR, CIQ is obliged to delete and destroy the personal data it processes in relation to the requesting customer.
- **Right to restriction of processing of personal data.** In cases specified by law, the customer has the right to have CIQ restrict the processing of his/her personal data. In addition, the customer has the right to object to processing that is based on the legitimate interests of the controller, a third party or is necessary for the performance of a task carried out in the public interest or in the exercise of official authority.
- **Right to portability of personal data.** The Customer is entitled to obtain from CIQ the personal data he has provided to CIQ in a common and machine-readable format. The customer may subsequently transmit this personal data to another controller or, if technically feasible, request that CIQ transmit it to another controller.

4.8.2. If the customer is in any way dissatisfied with the processing of his/her personal data, he/she may file a complaint either directly with us or contact the Office for Personal Data Protection, ID No.: 70837627, located at Pplk. Sochora 27, 170 00 Prague.

#### 4.9. OTHER PROVISIONS

4.9.1. CIQ will allow the client to audit the technical and organizational measures put in place by CIQ to protect personal data.

4.9.2. The Parties undertake to provide each other with all other necessary assistance and supporting documents for the performance of their obligations in the field of personal data protection, in particular in the performance of the Client's obligations arising from the security of personal data processing, in the performance of audits, in the assessment of the impact on personal data protection, in prior consultation with the supervisory authority and in the execution of requests for the exercise of the rights of data subjects. The assistance will be provided by CIQ on the basis of the Client's request and in accordance with the terms of payment for the resolution of requests.

## 5. FINAL PROVISIONS

5.1.1. In the event of a conflict between the provisions of the contract between CIQ and the client and the terms and conditions, the provisions of the contract shall prevail.

- 5.1.2. The Client is not entitled to assign its claims under any agreement with CIQ to third parties without CIQ's prior written consent or to unilaterally set off its claims against CIQ's claims against the Client.
- 5.1.3. If any provision of the Contract, these Terms and Conditions or any other document referred to in the Contract or these Terms and Conditions is invalid, the validity of the other provisions shall not be affected.
- 5.1.4. Relationships and any disputes arising under the contract between the Customer and CIQ shall be governed exclusively by the laws of the Czech Republic and shall be resolved by the competent courts of the Czech Republic.
- 5.1.5. All rights to the Seller's website and software, in particular the copyright in the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the Seller. It is prohibited to copy, modify or otherwise use the website or software or any part thereof without the consent of CIQ.
- 5.1.6. CIQ shall not be liable for errors resulting from third party interference with the online shop or from its use contrary to its intended purpose. When using the online shop, the Buyer must not use any procedures that could have a negative impact on its operation and must not carry out any activity that could allow him or third parties to interfere with or make unauthorised use of the software or other components that make up the online shop and use the online shop or its parts or software in a way that would be contrary to its purpose or intent.
- 5.1.7. CIQ may unilaterally change or amend the Terms and Conditions at any time. Such changes shall not affect the rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.

**These General Terms and Conditions including their components are valid and effective from 18.1.2024.**