

GENERAL TERMS AND CONDITIONS OF PRODUCT SUPPLY

aReception Terminal

by aReception.ai s.r.o.

A legal entity established under the laws of the Czech Republic, registered in the commercial register maintained by the Regional Court in Brno, Section C, File 136266 with its registered office at Purkyňova 670/142, Medlánky, 612 00 Brno,

Identification Number (IČ) 198 36 082, Tax Identification Number (DIČ) CZ19836082 (hereinafter also referred to as „aReception.ai“)

(hereinafter also referred to as „GTC“)

CONTENT

INTRODUCTORY PROVISIONS AND DEFINITIONS

I. SUBJECT OF PERFORMANCE

II. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

III. LICENSE AGREEMENT

IV. HARDWARE DELIVERY

V. INSTALLATION

VI. SUPPORT

VII. PRICE AND PAYMENT TERMS

VIII. PROTECTION OF CONFIDENTIAL INFORMATION

IX. PERSONAL DATA HANDLING

X. LIABILITY FOR DAMAGE

XI. PENALTY PROVISIONS

XII. TERMINATION OF THE CONTRACT

XIII. FINAL PROVISIONS

INTRODUCTORY PROVISIONS AND DEFINITIONS

1. For the purposes of these GTC, the term:
 - a. „**Administration Interface**“ means an administration interface available to the Client online through a website with a specific address and authorized access serving as part of the Product

for setting or customizing the Product and its use to the needs of the Client to the extent that the Administration Interface allows;

- b. **„Copyright Act“** means Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright and on the Amendment of Certain Acts, as amended;
- c. **„GDPR“** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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;
- d. **„Hardware“** means the collection of all computer, communication, and other devices supplied with the Product based on the Contract, either through sale or lease to the Client by aReception.ai;
- e. **„Product Installation“** means the set of processes and activities aimed at deploying or installing the Product at the Client's premises;
- f. **„Client“** means a business company or an independent entrepreneur interested in the supply of the Product from aReception.ai; for the purposes of these GTC, the Client is not a natural person in the position of a consumer;
- g. **„Offer“** means the individualized offer from aReception.ai for the provision of the Product to the Client, including the scope of the provided Product, a summary of related services, HW, requirements for Implementation, including the scope of all works and their price. The creation of an Offer is not a condition for the conclusion of the Contract;
- h. **„Civil Code“** means Act No. 89/2012 Coll., the Civil Code, as amended;
- i. **„Support“** means reactive and proactive processes for defect removal and incident resolution that cause or may cause an interruption in the provision of the Product, or a decrease in Product quality, especially the Product service (application support, user support) and updates, to the extent agreed between the Contracting Parties, where Support is provided to the Client free of charge;
- j. **„Product“** means the product „aReception Terminal – digital avatar“, which uses artificial intelligence, specifically natural language processing. It is a voice assistant – chatbot with a human face that performs the appropriate action or provides the requested information based on the recognized situation. The Product is a combination of hardware and software mutually interconnected and cooperating to form a functional whole that can be used for specific defined activities. The detailed product specification is available on the website www.areception.com. The specific variant of the Product, including additional modules, is specified in the Contract;
- k. **„Contract“** means the contractual relationship concluded between the Contracting Parties that more specifically defines the scope of the provided Product, which was concluded between aReception.ai and the Client in one of the ways defined in Article II, paragraph 6 of these GTC, where the GTC and any other agreed appendices are always an integral part of the Contract;
- l. **„Contracting Parties“** means collectively aReception.ai and the Client as parties to the contractual relationship concluded based on the Contract;
- m. **„Website“** means the aReception.ai website available at: www.areception.com;
- n. **„VAT Act“** means Act No. 235/2004 Coll., on Value Added Tax, as amended;
- o. **„Personal Data Processing Act“** means Act No. 110/2019, on the Processing of Personal Data, as amended.

I. SUBJECT OF PERFORMANCE

1. The purpose of these GTC is to particularly regulate the rights and obligations related to the supply of the Product to the Client and to set the rules of cooperation between the Contracting Parties.

2. **SUBJECT OF PERFORMANCE.** The subject of performance under the Contract is the supply of the software product „aReception Terminal – digital avatar“ along with the necessary Hardware by aReception.ai as the provider to its Clients as purchasers and the provision of Support, Installation, and any other services related to the Product in the agreed scope.
3. **FORM OF THE CONTRACT.** The Contract between aReception.ai and the Client may be concluded:
 - a. in paper form by signing the Contract by both Contracting Parties, which includes these GTC as an integral part, or
 - b. electronically, i.e., by the Client's acceptance of the Offer from aReception.ai for the conclusion of the Contract using remote electronic communication means, via email or another provable electronic form, confirming the will of both Contracting Parties to conclude the Contract and its content, or by the Client's electronic confirmation of the Offer from aReception.ai on the Website.
4. **CLIENT'S INQUIRY.** The Client may make a non-binding reservation of the Product or an inquiry for the Product either through the Website, or via the email address info@areception.com, based on which aReception.ai will make an Offer to the Client.
5. **aReception.ai's OFFER.** The Offer for the conclusion of the Contract from aReception.ai may be made in writing in paper form, electronically, by an offer on the Website, or in any other objectively ascertainable form and will include, in addition to the proposed content of the contractual relationship, also information about all documents that are to be an integral part of the Contract and regulate the rights and obligations of the Contracting Parties, such as these GTC.
6. **CONCLUSION OF THE CONTRACT.** The Contract is concluded only after the agreement on all its elements by both Contracting Parties. The Contract is concluded:
 - a. at the moment of signing the Contract in paper form by both Contracting Parties, or
 - b. by the Client's acceptance of the Offer (including acceptance confirmed by the Client online on the Website), which must not contain any additions, reservations, limitations, deviations, or other changes, nor may it refer to other business terms and conditions than these GTC, unless explicitly agreed otherwise between the Contracting Parties. In case of the Client's reservations to the Offer, the Contracting Parties may agree to modify it to another version, even repeatedly, until the Contracting Parties agree on all elements of the contractual relationship.

By concluding the Contract, the Contracting Parties declare that they have duly familiarized themselves with the text of all documents and appendices that are part of the Contract and are aware of their significance.

II. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Contracting Parties undertake to act in mutual agreement when performing the Contract, to respect the rights of the other Contracting Party and to protect the rights and legitimate interests of the other Contracting Party. The Contracting Parties are obliged to act with due professional care when ensuring the subject of the Contract, according to their best knowledge, and to comply with all rights and obligations set out in the Contract.
2. **OBLIGATIONS OF aReception.ai.** aReception.ai undertakes to:
 - a. provide the Client with the Product including the delivery of HW, Support, if applicable, Product Installation, and other agreed services in the term, scope, and quality agreed according to the Contract;
 - b. perform all professional work through qualified personnel.
3. **OBLIGATIONS OF THE CLIENT.** The Client undertakes to:
 - a. pay aReception.ai in a timely and proper manner for the Product or other services related to the Product to the extent according to the Contract;

- b. provide aReception.ai with all information, documents, and data necessary for the provision of performance to the Client according to the Contract, which are free of legal and factual defects and will not be encumbered by the rights of third parties;
 - c. provide aReception.ai with the necessary cooperation for the Installation of the Product and its commissioning;
 - d. ensure access to the necessary workplaces and premises of the Client, if necessary, ensure access to the operated application software and hardware equipment of the Client for the purpose of fulfilling the Contract,
 - e. ensure compliance with all applicable legal regulations, especially those relating to intellectual property rights when using the Product or accessing the Product by its employees and third parties.
4. **USE OF THE PRODUCT BY THE CLIENT.** The Client is entitled to use the Product or handle it exclusively for the agreed purpose, i.e., as a digital assistant to replace human labor at the reception, gatehouse, as a guide or telephone operator. The Client undertakes not to engage in any activity that could allow the Client or third parties to unauthorized use of the Product. The Client acknowledges that the following is strictly prohibited:
- a. perform any scraping, reverse engineering, and unauthorized modifications of the Product;
 - b. decompile the Product, modify it at the code level (interfere with the binary code or source code), except for anticipated user settings, or otherwise change its functionality, reproduce or process the code;
 - c. distribute the Product or create copies of it;
 - d. examine, study or test the functionality of the Product to discover the ideas and principles on which it is based with the potential aim of uncovering its operation principle and creating a similar product.
5. **PLACE OF PERFORMANCE.** The performance according to the Contract will be provided as appropriate to the nature of the given performance, usually at the Client's registered office, its branches, or another place agreed with the Client, and the Client undertakes to provide all necessary cooperation for such performance.

III. LICENSE AGREEMENT

1. **DECLARATION.** For the purposes of the Agreement, aReception.ai declares that it has all the necessary authorizations, i.e., either it is the exclusive executor of the proprietary copyrights to the computer program representing the Product, or it has the rights and consents to handle the computer program, or it is a computer program whose license allows aReception.ai to use this computer program without a defined consent. aReception.ai declares that the use of the Product is not in conflict with the copyrights or other rights of third parties, and that nothing prevents aReception.ai from providing the Product to the Client to the extent specified in the Agreement.
2. **LICENSE** aReception.ai grants the Client a license to use the Product as defined by these T&Cs, as a **non-exclusive** license, without territorial restrictions, for the duration of the Agreement. The Client is not authorized to grant a sublicense to the Product to any third party.
3. To avoid any doubts, aReception.ai is under no obligation to provide, make available, or disclose any source codes of the Product. The Client declares that they will take all necessary measures to prevent unauthorized use, dissemination, or copying of any part of the Product as a whole or its individual parts.

IV. HARDWARE DELIVERY

1. **DELIVERY OF HARDWARE.** As part of the Product, associated Hardware required for the operation of the Product at the Client's location will also be supplied. The Client has the option to choose from three variants of Hardware delivery, either in the form of:
 - a. rental of Hardware by the Client;
 - b. purchase of Hardware by the Client;
 - c. short-term borrowing of Hardware for specific events or occasions.
2. **PURCHASE.** In the case of a purchase of Hardware by the Client, the ownership right to the delivered Hardware passes to the Client at the moment of handover and full payment of the purchase price for the Hardware, and the risk of damage to the Hardware passes to the Client at the moment of its takeover by the Client.
3. **RENTAL.** In the case of rental of Hardware, the Client undertakes to use the rented Hardware solely for the purpose for which it is intended, in accordance with the instructions given by aReception.ai at the time of handover, and further in accordance with this agreement, thereby obligating the Client to return the rented Hardware to aReception.ai no later than on the date of termination of the agreed rental, in proper condition with consideration of normal wear and tear.
4. **SHORT-TERM LOAN.** In the case of a short-term loan of Hardware for events or occasions, the Client undertakes to return the loaned Hardware to aReception.ai by the agreed date and in the condition in which it was received, except for normal wear and tear.
5. By taking possession of the rented Hardware, the Client declares that by taking possession of it, they assume responsibility and in the event of its loss or destruction, they undertake to reimburse aReception.ai for its full value. The Client also undertakes to pay the full value of damaged parts in the event of damage to parts of the rented Hardware. The Client undertakes to report any damage or malfunction affecting the function of the rented Hardware to aReception.ai without undue delay.

V. INSTALLATION

1. Unless otherwise agreed by the Parties in the Agreement, the Installation shall be carried out as follows:
 - a. Product setup;
 - b. delivery of the Product to the address specified by the Client, or the option for the Client to collect the Product directly from aReception.ai;
 - c. basic training of the Client on how to operate the Product and the provision of all necessary materials for the operation of the Product;
 - d. extended training of the Client for the creation and editing of scenarios – so-called workshop, if agreed by the Parties in the Agreement;all within the timeframe agreed in the Agreement.
2. Installation is deemed to be provided on time if, by the deadline agreed in the Agreement for the Installation, aReception.ai enables the Client to use the Product, or to start verifying its functionality.
3. **VERIFICATION OF FUNCTIONALITY** . The Client is obliged to verify the functionality of the Product immediately after the Installation has been performed, when aReception.ai has enabled the use of the Product, and after the Installation and verification of functionality, confirm (in writing in paper form or electronically) the acceptance protocol and hand it over to aReception.ai, or inform aReception.ai of any defects identified during the verification in the acceptance protocol.
4. **CONFIRMATION OF HARDWARE RECEIPT** . By signing the acceptance protocol, the Client also confirms the receipt of the Hardware into ownership or rental.

VI. SUPPORT

1. **USER SUPPORT** . aReception.ai provides the Client with basic user Support in the event of malfunctions or defects in the Product free of charge, via telephone support at the telephone number or at the email address provided in the Agreement, or via the contact form available on the website www.areception.com, on working days from 9:00 am to 4:00 pm CET. User support also includes hardware support. Free user support does not include hardware support if the Hardware has been damaged by the Client or a third party other than aReception.ai. In such a case, the Client will be charged a fee according to the aReception.ai price list. The Client is obliged to describe in the request for Support the detected defects of the Product immediately after their detection, with a description of the situation and activity that led to the defect, and all known circumstances in a truthful and unaltered manner. aReception.ai undertakes to resolve the defects of the Product listed in the request for Support on a "best effort" basis to ensure the flawless operation or functionality of the Product used by the Client.
2. **OUTAGES** . aReception.ai is entitled to modify the software part of the Product at any time for the purpose of its expansion, improvement, updating, or error correction. The Client is obliged to accept and respect these changes in the form of updates. In case these changes require an outage of the Product, aReception.ai is entitled to suspend its operation to the extent necessary to make these changes.

VII. PRICE AND PAYMENT TERMS

1. The price for the Product, Hardware, and any additional services delivered with the Product will be agreed by the Parties in the Agreement. Unless otherwise agreed by the Parties, prices are agreed in CZK and are stated without VAT, with VAT being added to the prices in accordance with current applicable legal regulations.
2. **PRICE FOR THE PRODUCT** . The Client undertakes to pay aReception.ai the **license fee for the Product** agreed by the Parties as a monthly payment for the use of the Product. Unless otherwise agreed in the Agreement, the license fee for the Product will be invoiced to the Client for each month the Product is provided and invoiced on the last calendar day of the month in which the Product was provided to the Client. For the first month of providing the Product, the Client is charged only a proportionate part of the month from the date of commencement of the Product provision. The Client may pay the license fee for the entire year in advance and in that case receives a discounted price – twelve months for the price of eleven.
3. **PRICE FOR HARDWARE** . Payment for the delivery of Hardware supplied together with the Product under the Agreement can be made according to the chosen variant of Hardware delivery, either as
 - a. **a one-time purchase price for Hardware** in the amount agreed by the Parties in the Agreement, or
 - b. **a rental fee for the rental of Hardware** , agreed by the Parties as a monthly payment for the use of Hardware. Unless otherwise agreed in the Agreement, the rental fee for the rental of Hardware will be invoiced to the Client for each month of using the Hardware and invoiced on the last calendar day of the month in which the Client used the Hardware, together with the license fee for the Product. For the first month of using the Hardware, the Client is charged only a proportionate part of the month from the date of commencement of using the Hardware. The Client may pay the rental fee for the entire year in advance and in that case receives a discounted price – twelve months for the price of eleven. In the case of Hardware rental, the Client's minimum commitment is 6 months of rental.

4. **PRICE OF ADDITIONAL SERVICES** . Payment for any additional services related to the Product will be individually agreed by the Parties in the Agreement and will be invoiced to the Client in accordance with the agreement of the Parties.
5. **INVOICING**. aReception.ai is entitled to issue an invoice for the provision of the Product, Support, and any Implementation in accordance with these T&Cs. The invoice must meet all the requirements of a tax document according to the relevant legal regulations.
6. **DUE DATE**. The due date of invoices is agreed to be **14 days**. Payment of the invoice will be made by bank transfer to the aReception.ai account indicated on the invoice. The timeliness of the payment is always determined by the day the payment is credited to the aReception.ai account. Payments received on the aReception.ai account, regardless of the designated purpose, may be used at aReception.ai's discretion to cover the oldest due claim against the Client first.
7. **ELECTRONIC INVOICING**. The Client, in accordance with § 26 of the VAT Act, provides aReception.ai with consent to issue and use a tax document (invoice) in electronic form, with electronic invoices being sent to the Client only electronically, either to the Client's email address or in another manner agreed by the Parties.

VIII. PROTECTION OF CONFIDENTIAL INFORMATION

1. The Parties jointly state that in the provision of the Product under the Agreement, there will be mutual disclosure of information that the Parties consider confidential and do not wish to be disclosed.
2. **DEFINITION OF CONFIDENTIAL INFORMATION** . The Parties consider all information that simultaneously meets the following criteria to be confidential:
 - a. it is information or documentation provided by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") orally or in writing, and
 - b. it is information or documentation that can be considered a fact of competitive significance, identifiable, valuable, and generally unavailable in relevant circles, which is to be kept secret according to its originator or owner.
3. To avoid any doubts, the Parties state that for the purposes of the Agreement, they also consider the following to be confidential information:
 - a. information about the rights and obligations of the Parties, as well as information about **prices agreed between the Parties by the Agreement**;
 - b. information concerning one of the Parties, its supplier, or customer, especially information about its activities, structure, economic results, know-how;
 - c. all technical information, especially information about products, product development or descriptions of functions, performance, specifications, or technical documentation, including manuals, technical procedures, and processes, and other technical knowledge, particularly technical knowledge;
 - d. all confidential information and data that the Client uploads to aReception.ai servers through the Product.
4. Information that is not considered confidential:
 - a. information that has become publicly accessible, unless this occurred in violation of the obligation to protect it by a Party;
 - b. information obtained by the Receiving Party based on a procedure independent of the contractual relationship established by the Agreement or the other Party, provided that the Receiving Party can demonstrate this fact;
 - c. information provided by a third party who did not obtain such information in violation of the obligation to protect it;

- d. information disclosed by the Receiving Party with the prior written consent of the Disclosing Party.
5. **HANDLING CONFIDENTIAL INFORMATION** . The Parties undertake to protect, respect, and not disclose such confidential information to third parties, not even negligently, and not to use any confidential information of the Disclosing Party for their own needs, for their own business, or for the needs of any third party without the prior written consent of the Disclosing Party.
6. The Receiving Party undertakes to take all reasonable efforts to prevent access to the above confidential information by any unauthorized third party and to protect the confidential information at least in the same way it protects its trade secrets, always in the manner customary for protecting such confidential information.
7. The Receiving Party is entitled to disclose confidential information only to those employees, representatives, cooperating entities, consultants, or legal advisors who need to know such confidential information for the proper performance of their activities. At the same time, the Receiving Party is obliged to bind these entities to comply with the rules for handling confidential information at least to the extent specified in these T&Cs. The Receiving Party is fully liable for any breach of the obligations concerning confidential information committed by a third party that the Party has bound or should have bound to confidentiality.
8. To avoid any doubts, it is stipulated that all confidential information remains the property of the Disclosing Party and no rights or other permissions regarding such information are granted to the Receiving Party.
9. The Disclosing Party acknowledges that the Receiving Party is obliged to disclose some of the confidential information to state authorities in exceptional cases expressly provided by legal regulations. In such a case, the Receiving Party is obliged to immediately inform the Disclosing Party of this procedure and the extent of the requested disclosure after being requested by the state authorities.
10. The Receiving Party undertakes to handle the confidential information throughout the existence of the confidential information, even after the termination of the contractual relationship between the Disclosing and Receiving Parties, unless such information is disclosed or made accessible.
11. **HIRING EMPLOYEES** . The Parties also undertake not to directly or indirectly approach, entice, or offer employment to any person employed or cooperating with the other Party during the term of the Agreement and for at least 12 months after the termination of the Agreement, without the prior written consent of the other Party.

IX. PERSONAL DATA HANDLING

1. aReception.ai proceeds with the processing of personal data in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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") and Act No. 110/2019 Coll., on the processing of personal data, as amended. Information on the principles and procedures for processing personal data by aReception.ai are provided in the Information on Personal Data Processing, which is published on [to be completed], ("**Information on Personal Data Processing**").
2. If aReception.ai provides the Client with data space for the purpose of storing the Client's data within the Product, the Client acknowledges that, in relation to personal data stored on the aReception.ai servers, the Client acts as the data controller and aReception.ai acts as the data processor.
3. aReception.ai declares that the Service meets the security conditions of personal data in the sense of Article 32 et seq. of the GDPR. The Service, considering the current state of technology and computer programs, meets the conditions for:

- a. the ability to ensure continuous confidentiality, availability, and resilience of the processing system;
 - b. the ability to restore the availability of personal data and access to them promptly in case of physical or technical incidents;
 - c. regular testing, assessing, and evaluating the effectiveness of the implemented technical and organizational measures to ensure processing security;
 - d. security of access and protection against unauthorized access to personal data.
4. aReception.ai declares that the data that the Client has or will have stored on the aReception.ai servers will be physically located in the territory of the Czech Republic or the EU countries.
 5. aReception.ai is not responsible for whether the Client, as the data controller, has the legal titles for processing personal data.
 6. aReception.ai, as the personal data processor, keeps records of all categories of processing activities carried out for the Client in a reasonable manner under Article 30(2) of the GDPR, to the extent specified in the cited article of the GDPR.
 7. The Client agrees that aReception.ai may process and analyze the Client's data to improve and expand the Product and its quality for the Client.
 8. **DATA PROCESSING AGREEMENT** . By concluding the Agreement, a Data Processing Agreement is automatically concluded according to Article 28 of the GDPR with the following content:

Subject of processing : The subject of processing is personal data that the Client uploads to the aReception.ai servers according to the rules contained in the Agreement.

Processing period : aReception.ai processes personal data for the duration of the Agreement and subsequently for 30 days from the date of termination of the Agreement unless otherwise agreed by the Parties.

Nature and purpose of processing : The purpose of processing is to fulfill obligations under the Agreement, especially providing data space for the purpose of storing the Client's data through the Product.

Type of personal data processed : It cannot be specifically defined. It will be personal data for contacting people from the Client's reception, i.e., especially name, surname, phone, email.

Categories of data subjects whose personal data are processed : It cannot be precisely defined. It will include all individuals who wish to be contacted by the Client's reception, especially the Client's employees, cooperating persons, etc.

Duties of aReception.ai as a data processor : aReception.ai undertakes to:

- a. process personal data only based on the documented instructions of the Client;
- b. ensure that the authorized workers of aReception.ai, who come into contact with personal data, are bound to confidentiality;
- c. implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
- d. consider the nature of the processing and assist the Client through appropriate technical and organizational measures in fulfilling the Client's obligation to respond to requests for the exercise of data subjects' rights set out in Chapter III of the GDPR (Rights of the data subject);
- e. assist the Client in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR (Security of personal data), considering the nature of the information processing available to aReception.ai;
- f. without undue delay, report to the Client any cases of personal data security breaches, reporting the incident in accordance with Articles 33 and 34 of the GDPR;

- g. provide the Client with all the information necessary to demonstrate that the above obligations have been met and allow the Client to verify compliance with these obligations. In the case of an audit, aReception.ai undertakes to provide the Client with cooperation;
- h. in accordance with the Client's decision, either delete or return all personal data to the Client after the termination of the Product provision and delete existing copies, unless the retention of the personal data is required by legal regulations;
- i. take measures to prevent unauthorized or accidental access to personal data, their alteration, destruction or loss, unauthorized transfers, other unauthorized processing, as well as other misuse of personal data.

FURTHER PROCESSORS : The Client agrees that aReception.ai may involve additional processors in the processing of personal data. However, aReception.ai is obliged to bind them to the same extent according to this article of the T&Cs and the GDPR.

X. LIABILITY FOR DAMAGE

1. aReception.ai is responsible for ensuring that the Product has the properties and functionality that allow its proper use and does not have legal defects.
2. **PREVENTION OF DAMAGE**. The Contracting Parties undertake to continuously make maximum efforts to prevent damage and minimize any damage that occurs. The Contracting Parties undertake to promptly notify the other Contracting Party of circumstances that exclude liability for the proper performance of the Agreement. The Contracting Parties commit to exerting maximum effort to avert and overcome circumstances excluding liability.
3. **EXCLUSION OF LIABILITY OF THE CONTRACTING PARTIES**. Neither Contracting Party is liable to the extent permitted by applicable laws for:
 - a. damage caused by materially incorrect or otherwise erroneous instructions received from the other Contracting Party, if the party that was to perform based on such instructions could not recognize, despite all possible care, that the instructions were incorrect;
 - b. damage caused by delays in the fulfillment of obligations by the other Contracting Party;
 - c. lost profit of the other Contracting Party and claims of third parties against the other Contracting Party;
 - d. delays caused by circumstances excluding liability, where a circumstance excluding liability is considered an obstacle that occurred independently of the will of the obligated party and prevents it from fulfilling its obligation, provided that it is not reasonably possible to expect that the obligated party would have averted or overcome this obstacle or its consequences, and further, that it anticipated the obstacle at the time it occurred. Liability is not excluded by an obstacle that arose at a time when the obligated party was already in delay in fulfilling its obligation or arose from its economic conditions. The effects excluding liability are limited only to the period during which the obstacle with which these obligations are associated persists.
4. **EXCLUSION OF LIABILITY OF aReception.ai**. aReception.ai is not liable for the Client's damage caused by temporary partial and/or complete unavailability of the Product to the extent permitted by applicable laws and these Terms and Conditions, and further for any direct or indirect damage caused particularly by:
 - a. incorrect use of the Product;
 - b. operational incidents caused by changes to the system environment made by the Client or a third party;
 - c. technical or other limitations on the Client's side or caused by a third party, which are the reason for the non-functionality of the Product;

- d. non-compliance with the minimum system or other requirements for the operation of the Product;
 - e. infection of the Client's local network or its computers with computer viruses (spyware, malware, ransomware, etc.), or hacking attacks or other similar external attacks;
 - f. damage caused by malfunctioning technical equipment, operating system or network of the Client;
 - g. objective impossibility of performance by aReception.ai and other facts beyond the control of aReception.ai (e.g., internet network bandwidth and speed, quality or changes in third-party connections, etc.);
 - h. violation of the Client's duty to provide cooperation or assistance;
 - i. in connection with the content of communication within the Product with users or visitors of the Client's web portal or third parties.
5. **LIMITATION OF LIABILITY.** In the event of damage on the part of the Client, the Contracting Parties have agreed to limit the compensation for any damage incurred by the Client such that the total compensation is limited to the amount of monetary performance received by aReception.ai from the Client under the Agreement for the last calendar quarter.

XI. PENALTY PROVISIONS

1. If the Client does not pay the price for the Product, Support, or Implementation within the due date, aReception.ai is entitled to suspend the provision of the Product until the price for the Product, Support, or Implementation is fully paid, without such suspension of the provision of the Product being considered a breach of aReception.ai's obligations. aReception.ai's right to the payment of the price for the Product for the period of suspension of the provision of the Product according to the previous sentence of this point is not affected.
2. If the Client is in default of payment of any amount under the Agreement, aReception.ai is entitled to claim a contractual penalty of 0.05% of the due amount for each day of delay, even if only part of a day;
3. In the event of a breach of the agreement on the handling of confidential information by the Receiving Party, the Disclosing Party is entitled to demand a contractual penalty of CZK 250,000 for each individual breach.
4. In the event that the Client does not return the Hardware rented within the agreed period, the Client undertakes to pay aReception.ai a contractual penalty of CZK 1,000 for each day of delay.
5. **OBJECTIVE IMPOSSIBILITY OF PERFORMANCE.** In the event that the delay of any of the Contracting Parties is due to the objective impossibility of performance, it is considered that the delay did not occur for the entire duration of these reasons. The Contracting Party concerned by the reasons for the objective impossibility of performance is obliged to immediately inform the other Contracting Party about the duration of the reason for the objective impossibility of performance.
6. **COMPENSATION FOR DAMAGE.** Payment of a contractual penalty under this article of the Terms and Conditions or other agreements of the Agreement does not affect the right of the injured party to compensation for damage caused by a breach of obligation, under the conditions set out in these Terms and Conditions.

XII. TERMINATION OF THE CONTRACT

1. **DURATION OF THE AGREEMENT.** Unless otherwise agreed between the Contracting Parties, the Agreement is concluded for an indefinite period with the possibility of termination by notice, withdrawal from the Agreement, or by agreement of the Contracting Parties under the conditions set out below in these Terms and Conditions.

2. **WAYS OF TERMINATING THE AGREEMENT.** Unless otherwise agreed between the Contracting Parties, the Agreement may be terminated:
 - a. **Upon expiration of the period for which the license fee for the Product is paid**, unless the Contracting Parties agree to an extension;
 - b. **By termination by aReception.ai**, without giving a reason, with a notice period of 2 months, with the notice period beginning on the day the notice is delivered to the Client;
 - c. **by withdrawal from the Agreement.** Each party may withdraw from the Agreement for a material breach of obligation by the other Contracting Party, especially:
 - i. in the event of non-fulfillment of obligations under the Agreement provided that the defaulting Contracting Party did not remedy the breach within 30 days of delivery of a written notice specifying the breach of the contractual obligation;
 - ii. aReception.ai is entitled to withdraw from the Agreement if the Client is in default of payment of monetary performance under the Agreement for more than 30 days;
 - iii. aReception.ai is entitled to withdraw from the Agreement if the Client uses the Product in violation of the Agreement and does not remedy this defective condition even based on a notice from aReception.ai with a deadline for remedying the violation of at least 7 days from the delivery of such notice;
 - iv. in the event that the relevant court has finally decided on the bankruptcy of the other Contracting Party within the meaning of § 3 of Act No. 182/2006 Coll., the Insolvency Act, as amended, or
 - v. the other Contracting Party enters into liquidation, either by decision of the relevant court or the organs of the other Contracting Party;

where the withdrawal is effective on the day it is delivered to the other Contracting Party or later date specified in the written withdrawal.
 - d. **by mutual agreement of the Contracting Parties.**
3. **CONSEQUENCES OF TERMINATION OF THE AGREEMENT.** The Client acknowledges that upon termination of the Agreement, it is terminated with ex nunc effects, and the Client is not entitled to a refund of any monetary payments for the already provided Product or any other services under the Agreement. In the event that the Agreement between the Contracting Parties is terminated on a day other than the last day of the month, the Client will be charged only a proportional part of the month for the provision of the Product until the date of termination of the provision of the Product. The termination of the Agreement does not terminate provisions that, according to the law or the Agreement, are to remain in effect even after the cancellation of the Agreement. The termination of the Agreement does not affect the right to compensation for damage or contractual penalty under the Agreement. The termination of the Agreement also does not affect the agreement of the Contracting Parties on the handling of confidential information.

XIII. FINAL PROVISIONS

1. **COMMUNICATION.** Communication between the Contracting Parties takes place at the level of contractual or authorized representatives of both Contracting Parties via electronic mail to contact emails agreed upon by both Contracting Parties. This does not affect the possibility of the Contracting Parties to communicate through statutory bodies or by mail through the postal license holder.
2. In the event of any changes in the data of the Contracting Parties, the Contracting Party in which such changes occur must send a notice of the change to the other Contracting Party within five (5) calendar days from the date of the relevant change. The Contracting Party that breaches this

obligation will bear all adverse consequences and risks of the lack of relevant information of the other Contracting Party.

3. **REFERENCES.** aReception.ai has the right to use the Client's business name as a reference customer for information to third parties. The Client expressly agrees to this.
4. **DEVIATING PROVISIONS FROM THE AGREEMENT.** In the event that the provisions of these Terms and Conditions differ from the Agreement, the provisions of the Agreement, as an individual agreement between the Contracting Parties, shall prevail over these Terms and Conditions.
5. **GOVERNING LAW.** The Agreement is governed by and construed in accordance with the laws of the Czech Republic, regardless of the conflict of laws.
6. **DISPUTE RESOLUTION.** The Contracting Parties undertake to resolve any disputes arising from the Agreement and in connection with it primarily by mutual agreement. To this end, the Contracting Parties undertake to initiate out-of-court negotiations between the authorized representatives of the Contracting Parties to the Agreement before initiating proceedings before the competent court or other state authority. Only if it is not possible to resolve the dispute regarding the Agreement or legal relationships related to it amicably within one (1) month from the occurrence of the dispute, are the Contracting Parties entitled to resolve this dispute in court. The Contracting Parties have agreed that all disputes arising from the Agreement will be resolved exclusively in court in the Czech Republic. Local jurisdiction will be determined according to the registered office of aReception.ai.
7. **LANGUAGE.** These Terms and Conditions are drawn up in the Czech language.
8. **CHANGES TO THE TERMS AND CONDITIONS.** aReception.ai is entitled to unilaterally change the Terms and Conditions to a reasonable extent. aReception.ai is obliged to notify the Client of the fact that the Terms and Conditions will be changed electronically (e.g., by means of electronic email communication) to the Client's contact address at least 2 months before the effective date of the new version of the Terms and Conditions. The Client has the right to reject the changes to the Terms and Conditions by sending a written notice of termination in paper form or by email to aReception.ai; the notice period is agreed to be the number of days remaining until the effective date of the new version of the Terms and Conditions. If the Client does not reject the changes to the Terms and Conditions, which were duly notified to him, by the effective date of the new version of the Terms and Conditions, the relationship under the Agreement is governed by the new version of the Terms and Conditions as notified to the Client.
9. **EFFECTIVENESS OF THE TERMS AND CONDITIONS.** These Terms and Conditions in their current version are valid and effective from **24.1.2024**