

## **GENERAL BUSINESS TERMS**

### **For using the tools/applications of 3D Book and related services**

#### **1. Introductory Provisions**

- 1.1. These general business terms (hereinafter the “Terms”) regulate the relationships between the business company Christian-Element spol. s r.o., with its registered office in Prague 6, Nad Panenskou 164/4, Postal Code 160 00, Company Id No.: 271 47 291 (hereinafter “Christian-Element”) and individuals and legal entities in relation to providing services relating to the utilization of the tools/applications of 3D Book (hereinafter “3D Book”).
- 1.2. Christian-Element issues these terms pursuant to the Provisions of Section 273 of Act No. 513/1991 Coll., Commercial Code, as amended (hereinafter the “Commercial Code”). These terms become a part of every contractual relationship between Christian-Element and individuals and legal entities and determine a part of its contents, unless the contract determines otherwise.

#### **2. Definition of Terms**

- 2.1. “3D Book” is a tool/application, a so-called virtual book utilizing 3D technologies, which serves mainly for the virtual presentation and publicity of information on the internet.
- 2.2. The “Customer” is an individual or legal entity who is interested in, or has concluded a subscriber contract with Christian-Element for utilizing 3D Book.
- 2.3. The “Subscriber Contract” (hereinafter also the “Contract”) is an unnamed contract pursuant to Section 269, Paragraph 2, Commercial Code, concluded between Christian-Element and the Customer for the purpose of utilizing 3D Book.
- 2.4. “JavaScript” is a technology through which the data and information of the customer shall be imparted to the public and third parties. JavaScript enables the depiction of data and information processed in the 3D Book applications on the Customer’s web pages.
- 2.5. “Administrative Interface” is a web application which enables the Customer to control 3D Book through access to the web pages <http://www.3dbook.cz>. Administrative Interface also contains the identification data of the Customer, which the Customer may change at any time.

#### **3. 3D Book License**

- 3.1. Christian-Element is the exclusive owner of 3D Book, including all of its parts, 3D Book source codes, as well as 3D Book trademark, domains <http://www.3dbook.cz>, the contents of the <http://www.3dbook.cz> website and all rights relating to it.
- 3.2. At the moment the Contract is concluded, the Customer does not become the owner of 3D Book nor any of its parts or source codes, nor does the Customer acquire the rights relating to them. The Customer, on the basis of a contract concluded by him/her, acquires for a negotiated time a license to use 3D Book and rights to the services of Christian -Element in accordance with these terms.

- 3.3. On the basis of a concluded contract, Christian-Element shall provide to the Customer the exclusive license to use 3D Book (hereinafter the “3D Book License“), and this shall be exclusively for the purpose of presentation of the data and information entered by the Customer.
- 3.4. The 3D Book License is not territorial, and is time-limited to the duration of the Contract. The 3D Book License is provided in a limited manner of utilizing the work only for the creation of a presentation by the Customer using the information and data that the Customer has entered. The Customer is not entitled to provide the 3D Book License to a third party or to submit it to a third party.

#### **4. Subscriber Contract**

- 4.1. The Customer concludes with Christian-Element a Subscriber Contract through the web pages <http://www.3dbook.cz>. The Customer shall fill-in an order form (hereinafter the “Order“), which is immediately considered a proposal to conclude a contract at the moment it is delivered to Christian-Element. A necessary condition for sending the Order is agreement to these terms.
- 4.2. Christian-Element shall immediately confirm the delivery of the Order to the Customer, and issue on its basis a pro-forma invoice to the Customer for payment of the cost of the license and services. A confirmation of the order (by e-mail or, for example, by sending a reference to the place where the pro-forma invoice is downloaded) is considered to be the acceptance of the proposal to conclude a Contract. The Order shall then become binding and irrevocable for the Customer.
- 4.3. According to the concluded Contract, Christian-Element is entitled and obligated to fulfill the Contract only from the moment when the payment according to the pro-forma invoice is credited to the account of Christian-Element. From this moment, the Customer is entitled to use 3D Book for the negotiated time period. For this purpose, the Customer shall receive, from Christian-Element to the contact email address he/she provides, without delay and after making the payment, the access data to the administration interface of 3D Book.
- 4.4. After the payment has been made, Christian-Element shall issue to the Customer an invoice for the accepted payment which Christian-Element shall send to the contact email address of the Customer with a verified electronic signature. This issued invoice is an accounting document.
- 4.5. The price for the utilization of services and providing of the license to use 3D Book is shown on the web pages <http://www.3dbook.cz>. The Customer verifies his/her agreement with the price by sending the Order.

#### **5. 3D Book Guarantee**

- 5.1. On the basis of the concluded Contract, the Customer is guaranteed unlimited access to the services of 3D Book for the negotiated period. Christian-Element declares that it shall secure and guarantee uninterrupted access by the Customer to 3D Book for the negotiated period by, with the exception of vis maior (force majeure) events.
- 5.2. If Christian-Element develops an update (developmental improvement) to 3D Book services during the term of this Contract, it shall offer to the Customer free acquisition and subsequent utilization of such an update.

- 5.3. Christian-Element declares that all data and information which it receives from the Customer in relation to the utilization of 3D Book and providing of services is considered to be “confidential” pursuant to Section 271, Act No. 513/1991 Coll., Commercial Code, as amended, and that they form a part of a business secret of the Customer pursuant to Section 17 Commercial Code.

In this relation, third parties are not considered to be contractual partners and subcontractors of Christian-Element, as they are bound to silence by Christian-Element.

- 5.4. Christian-Element guarantees the functionality of 3D Book if it is used under the terms described in the Instructions for Using 3D Book, which are publicized and described in the 3D Book administration interface.

## **6. Data and Information Entered by the Customer**

- 6.1. The Customer is entitled to enter data and information for the purpose of creating a presentation in 3D Book. All data and information entered by the customer shall be stored on Christian-Element servers, or on the servers of contract partners and subcontractors of Christian-Element.
- 6.2. Christian-Element is not responsible for damages caused by a breach of the obligations arising from copyrights and other intangible rights by the entering of data by the Customer or their publication on the web pages of the Customer. The Customer is wholly responsible for the nature and legality of the data he/she enters when using 3D Book.
- 6.3. The Customer is entitled, through a supplied JavaScript, to show the created presentation on his/her own web pages.
- 6.4. If the contractual relationship between Christian-Element and the customer is terminated, Christian-Element guarantees the removal of all data entered by the customer from its servers, unless the Customer does this before the termination of the Contract.

## **7. Technical Support**

On the basis of the Customer’s requirements, Christian-Element shall provide to the Customer programming services in relation to the entering of the presentation created by the Customer on the Customer’s web pages. On the basis of the concluded Contract, the Customer is entitled to 5 hours of programming services by Christian-Element free of charge. The Customer must order these services from the email address [podpora@XLook.cz](mailto:podpora@XLook.cz).

## **8. Protection of Personal Data**

When filling-out the Order, the Customer provides to Christian-Element information which is considered to be personal data pursuant to Act No. 101/2000 Coll., on the Protection of Personal Data, as amended. By providing this information, the Customer declares his/her consent with the processing of this information pursuant to Act No. 101/2000 Coll., on the Protection of Personal Data. In accordance with the Provisions of Act No. 101/2000 Coll., on the Protection of Personal Data. Christian-Element is a registered administrator of personal

data. If requested by the Customer, Christian-Element is obligated to provide the Customer with information on what type of personal data it is gathering about the Customer. By filling-out the Order, the Customer agrees with the sending of information on innovations, services and products of Christian-Element. The Customer may at any time and at no cost withdraw his/her consent with the use of personal data and sending of information.

## **9. Limitation of Responsibility**

Christian-Element is not responsible to the Customer for any damages caused in relation to use of 3D Book (including lost profit, interruption in business, loss of business information or other financial losses) in a contradictory manner to these terms and to the Instructions for Using 3D Book. The responsibility of Christian-Element is limited at most to the amount of the price of the license and service paid for by the Customer pursuant to the Contract.

## **10. Closing Provisions**

- 10.1. All notifications or other acts performed by the Customer within the concluded Contract with Christian-Element must be sent to Christian-Element in the form of an email message or in writing by mail to the address of the company offices. During communication with the Customer, the email address and address of the registered office/place of business/residence shown when the Order is filled-in is decisive for Christian-Element. For communication with Christian-Element, the email address [podpora@XLook.cz](mailto:podpora@XLook.cz) is binding for the Customer, as well as the address of the registered office shown in the Business Registry. Christian-Element reserves the right to change its email address and the address of its registered office. The Customer shall be informed without delay of any changes to its email address and the address of its registered office.
- 10.2. The legal relationships which relate to the use of 3D Book and contracts concluded between Christian-Element and the Customer are governed by the Czech Legal Order, and unless stated otherwise in the terms, the respective provisions of the Commercial Code are valid.
- 10.3. Potential disputes which relate to the use of 3D Book and contracts concluded between Christian-Element and the Customer shall be ruled upon by Czech courts. The court which is pertinent to negotiating and resolving disputes is a general court of Christian-Element.
- 10.4. Christian-Element reserves the right to change or modify these terms in future. The Customer is obligated to become familiar with these terms in their actual wording when filling-out the Order. The Customer may at any time download the actual wording of the terms at the address <http://www.3dbook.cz>. If the Customer does not agree with the new wording of the terms, the Customer is entitled to withdraw from the Contract, with the withdrawal being effective from the first day of the subsequent calendar month. If the Customer does not do so, it shall be considered that the Customer agrees with the modified terms of which he has been notified.
- 10.5. These terms become effective on the day that they are publicized on the web pages <http://www.3dbook.cz>.

In Prague, on .....

Christian-Element spol. s r.o.