GENERAL TERMS AND CONDITIONS

Provision of the aReception Terminal Product

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, Insert 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**")

INTRODUCTORY PROVISIONS AND DEFINITIONS

1. For the purposes of these GTC, the following definitions apply:

    a. "**Administration Interface**" means the administrative interface accessible to the Client online via a specific website address with authorized access, serving as part of the Product for configuration or customization of the Product and its use to meet the Client's needs to the extent permitted by the Administration Interface.

    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 all computer, communication, and other devices delivered together with the Product under the Agreement, either by sale or rental to the Client by aReception.ai.

    e. "**Installation of the Product**" means a set of processes and activities leading to the deployment or installation of the Product at the Client's premises.

    f. "**Client**" means a business entity or independent entrepreneur interested in the delivery of the Product by aReception.ai. For the purposes of these GTC, the Client is not considered a consumer.

    g. "**Offer**" means an individualized offer by aReception.ai for the provision of the Product to the Client, containing the scope of the provided Product, overview of related services, HW, implementation requirements, including the scope of all work and their price. Preparation of an Offer is not a prerequisite for concluding the Agreement.

    h. "**Civil Code**" means Act No. 89/2012 Coll., Civil Code, as amended.

    i. "**Support**" means reactive and proactive processes for troubleshooting and handling incidents that cause or may cause interruption or degradation of the Product, especially service of the Product (application support, user support) and updates, provided to the Client free of charge in the agreed scope.

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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-like face that performs actions or provides information based on the recognized situation. The Product consists of interconnected and cooperating hardware and software forming a functional unit usable for specific defined activities. Further specification is available at www.areception.com. The specific variant of the Product, including additional modules, is defined in the Agreement.

k. "**Agreement**" means the contractual relationship concluded between the Contracting Parties, defining the scope of the Product provision, concluded between aReception.ai and the Client in one of the ways defined in Article II, Paragraph 6 of these GTC. These GTC and any other agreed appendices are an integral part of the Agreement.

l. "**Contracting Parties**" means aReception.ai and the Client jointly as the parties to the contractual relationship concluded under the Agreement.

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 Coll., on the Processing of Personal Data, as amended.

I. SUBJECT OF PERFORMANCE

1. The purpose of these GTC is, in particular, to regulate the rights and obligations related to the delivery of the Product to the Client and to set the rules for cooperation between the Contracting Parties.

2. **SUBJECT OF PERFORMANCE**. The subject of performance under the Agreement is the delivery of the software product *"aReception Terminal – digital avatar"* along with the necessary Hardware by aReception.ai as the provider to its Clients as recipients, including the provision of Support, Installation, and other related services to the Product within the agreed scope.

3. **FORM OF AGREEMENT**. The Agreement between aReception.ai and the Client may be concluded:

    a. in written/paper form by signature of both Contracting Parties, with these GTC forming an integral part thereof; or

    b. electronically, i.e. by the Client's acceptance of an Offer from aReception.ai using remote electronic communication (e.g. via email or other provable electronic form), confirming the mutual intent of both Parties to conclude the Agreement and its content, or by electronically confirming the Offer from aReception.ai via the Website.

4. **CLIENT INQUIRY.** The Client may make a non-binding reservation of the Product or an inquiry about the Product either via the Website or by sending an email to info@areception.com. Based on this non-binding reservation or inquiry, aReception.ai may prepare an Offer for the Client.

5. **OFFER BY ARECEPTION.AI.** An Offer for concluding the Agreement by aReception.ai may be made in written form (paper), electronically, via the Website, or in any other objectively verifiable manner, and shall include not only a proposal of the contractual terms but also information on all documents that form an integral part of the Agreement and regulate the rights and obligations of the Contracting Parties, in particular these GTC.

6. **CONCLUSION OF THE AGREEMENT.** The Agreement shall be deemed concluded only upon mutual agreement on all its elements by both Contracting Parties. The Agreement is concluded either:

    a. at the moment of signing the Agreement in written/paper form by both Contracting Parties; or

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b. by the Client's acceptance of the Offer (including acceptance via online confirmation on the Website), which must not contain any amendments, reservations, restrictions, deviations, or other changes, nor refer to any other terms and conditions than these GTC, unless explicitly agreed otherwise between the Contracting Parties. In the event of any objections raised by the Client to the Offer, the Contracting Parties may agree on its modification to a new version, even repeatedly, until they reach mutual agreement on all elements of the contractual relationship.

By entering into the Agreement, the Contracting Parties declare that they have duly reviewed the content of all documents and annexes forming part of the Agreement and that they understand their meaning.

7. **ADDITIONAL WORK.** If the Client requests any modifications to the Product that are not specified in the Agreement (e.g., custom development, configuration interventions, consulting), such a request shall be considered as additional work. Upon receiving such a request, aReception.ai shall propose the terms (in particular the deadline, price, cooperation requirements, etc.) under which the additional work will be carried out. If the Client approves the additional work, they shall pay the agreed price based on an invoice issued prior to the commencement of such work.

II. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Contracting Parties undertake to act in mutual harmony in the performance of the Agreement, to respect each other's rights, and to protect the rights and legitimate interests of the other Party. The Parties are obliged to perform their obligations under the Agreement with due professional care, to the best of their knowledge, and in compliance with all rights and duties defined therein.

2. **OBLIGATIONS OF ARECEPTION.AI.** aReception.ai undertakes to:

    a. provide the Client with the Product including the delivery of Hardware, Support, Installation (if applicable), and any other agreed services, within the scope, quality, and timeline specified in the Agreement;

    b. ensure that all professional services are performed by qualified personnel.

3. **OBLIGATIONS OF THE CLIENT.** The Client undertakes to:

    a. duly and timely pay aReception.ai the agreed remuneration for the Product or any other services related to the Product in accordance with the Agreement;

    b. provide aReception.ai with all information, documents, and data necessary for the performance under the Agreement, which shall be free of legal or factual defects and shall not be encumbered by third-party rights;

    c. provide aReception.ai with all cooperation necessary for the Installation and commissioning of the Product;

    d. ensure access to required workplaces and premises of the Client, and if necessary, to operating application software, hardware, electricity and internet, all for the purpose of fulfilling the Agreement,

    e. ensure compliance with all applicable legal regulations, especially concerning intellectual property rights, when using or accessing the Product by its employees or any third parties.

4. **USE OF THE PRODUCT BY THE CLIENT**. The Client is authorized to use or handle the Product solely for the agreed purpose, i.e., as a digital assistant substituting human presence at a reception desk, security gate, as a guide, or as a call/connection assistant. The Client undertakes not to perform any activity that could enable unauthorized use of the Product by themselves or any third parties. The Client acknowledges that it is strictly prohibited to:

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a. perform any scraping, reverse engineering, or unauthorized modifications of the Product;

b. decompile the Product, modify it at the code level (whether binary or source code), except for permitted user-level configuration, or otherwise alter its functionality, duplicate or process its code;

c. distribute the Product or create copies thereof;

d. analyze, study, or test the Product's functionality in order to uncover the ideas and principles on which it is based, with the potential intent of revealing how it works and creating a similar product;

e. upload, transmit, or otherwise provide through or into the Product any data or materials that are unsolicited advertisements or content (i.e., "spam"), illegal, or contain/activate any harmful code (software, hardware, or other technologies, including malware intended to allow unauthorized access to, disrupt, damage, or prevent access to a computer, software, hardware, network, or prevent another customer or authorized user from accessing or using the Service).

5. **PLACE OF PERFORMANCE**. The performance under the Agreement shall be provided as appropriate to the nature of the specific service, typically at the Client's registered office, its branches, or another location agreed with the Client. The Client undertakes to provide all necessary cooperation for such performance.

6. The Client bears sole responsibility for:

a. fulfilling the requirements set forth in the Product documentation. Failure to meet these requirements may result in the Product not functioning properly; and

b. the legality of processing the Client's data. In particular, the Client is responsible for ensuring that it is authorized to provide any data to aReception.ai and that the use and processing of such data for the purpose of providing the Product does not violate the rights of third parties, including intellectual property rights, privacy rights, or any obligations set forth by applicable laws. The Client must inform any individuals whose personal or other data will be provided to aReception.ai for the purpose of providing the Product about such data transfer to aReception.ai as the processor, and where necessary, obtain consent for such transfer of personal data. The Client shall indemnify and hold aReception.ai harmless from any damages, including penalties, fines, and legal fees, arising from any breach of this paragraph.

III.   LICENSING TERMS

1. **REPRESENTATION.** For the purpose of the Agreement, aReception.ai represents that it holds all necessary rights, either as the exclusive holder of proprietary copyrights to the software constituting the Product, or it possesses the rights and consents to use the software, or the software is licensed in a way that permits aReception.ai to use it without requiring additional consent. aReception.ai declares that the use of the Product does not infringe any copyrights or other rights of third parties and that there is nothing preventing aReception.ai from providing the Product to the Client in the scope defined in the Agreement.

2. **LICENSE.** By entering into the Agreement, aReception.ai grants the Client a non-exclusive, geographically unrestricted license to use the software applied in the client-facing part of the Product, for the purpose defined in these GTC, and for the duration of the Agreement. The Client is not authorized to sublicense the Product to any third party. aReception.ai does not grant the Client

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any license or other intellectual property rights to the server-side component of the Product; the Client is only authorized to use this part in accordance with the Agreement.

3. **SOURCE CODE RESTRICTIONS**. For the avoidance of doubt, aReception.ai shall under no circumstances be obliged to provide, disclose, or make available any source code of the Product. The Client undertakes to take all necessary measures to prevent unauthorized use, distribution, or copying of any part of the Product, either as a whole or in part.

4. In addition to other grounds set forth in the Agreement or applicable law, aReception.ai may suspend or terminate the Client's access to the Product if:

    a. it receives a court order or directive from a public authority requiring it to do so, or if a government body or other competent authority enacts or modifies a law, regulation, interpretation, or decision that would render aReception.ai's performance of the Agreement unlawful;

    b. the Client breaches the Agreement, violates applicable laws, uses the Product beyond the scope of rights granted, for unauthorized purposes, or engages in fraudulent or illegal activity; or

    c. the Client is in default for more than 30 days on any payment due to aReception.ai.

IV.   DELIVERY OF HARDWARE

1. **HARDWARE DELIVERY.** As part of the Product, related Hardware necessary for its operation at the Client's premises shall also be delivered. The Client may choose from the following three Hardware delivery options:

    a. rental of Hardware by the Client;

    b. purchase of Hardware by the Client;

    c. short-term loan of Hardware for specific events or occasions.

2. **PURCHASE**. If the Contracting Parties agree on the purchase of Hardware:

    a. aReception.ai undertakes to deliver the Hardware specified in the Agreement to the Client at the agreed address and time, and to enable the Client to acquire ownership thereof. The Client undertakes to accept the Hardware and pay the purchase price specified in the Agreement.

    b. Ownership of the Hardware shall transfer to the Client upon delivery and full payment of the purchase price. Risk of damage to the Hardware shall pass to the Client at the moment of its acceptance.

    c. aReception.ai provides a warranty for the Hardware in accordance with Article X.

3. **RENTAL**. If the Contracting Parties agree on the rental of Hardware:

    a. aReception.ai undertakes to lease the Hardware specified in the Agreement to the Client for a fee, and the Client undertakes to accept the Hardware and pay the rental fee.

    b. aReception.ai shall deliver the Hardware to the Client at the agreed address and time. If requested, the Client is obliged to sign a handover protocol upon delivery.

    c. The Client agrees to use the rented Hardware exclusively for its intended purpose, in accordance with aReception.ai's instructions provided at the time of delivery, and in accordance with the Agreement. aReception.ai is entitled, once a month, during appropriate daytime hours and after prior notice to the Client, to inspect the Hardware to assess its maintenance, use, and technical condition. The Client shall allow such inspection.

    d. The Client may not sublease the Hardware or any part thereof to a third party. The Client must not modify or otherwise alter the Hardware without the prior written consent of aReception.ai, even at their own expense.

    e. The Client assumes liability and, in the event of loss, damage, or destruction of the Hardware, undertakes to reimburse aReception.ai for its full value. In case of damage to any part, the Client shall pay the full value of the damaged component. The Client shall notify aReception.ai without undue delay of any damage or malfunction affecting the Hardware.

    f. The Client is obliged, at their own expense, to return the rented Hardware to aReception.ai no later than on the date of expiration of the agreed rental period, in proper condition, subject to normal wear and tear. Unless otherwise agreed, the Hardware shall be returned to the registered office of aReception.ai.

4. **SHORT-TERM LOAN**. If the Parties agree on a short-term loan of Hardware for events or occasions, the provisions of Article IV.3 shall apply accordingly.

V. INSTALLATION

1. Unless otherwise agreed in the Agreement by the Contracting Parties, the Installation shall be carried out as follows:

    a. configuration of the Product;

    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 provision of all necessary documentation for its use;

    d. extended training of the Client for the creation and editing of conversation scenarios (so-called workshop), if agreed between the Parties in the Agreement;

All of the above shall be completed within the timeframe agreed in the Agreement.

2. The Installation shall be considered timely if aReception.ai enables the Client to use the Product or begin functionality verification no later than the date agreed for Installation in the Agreement.

3. **FUNCTIONALITY VERIFICATION**. The Client is obliged to verify the functionality of the Product immediately after the Installation is completed and access is granted by aReception.ai. Following this verification, the Client shall confirm the handover protocol (in written or electronic form) and return it to aReception.ai, or specify in the protocol any defects identified during the verification. If the Client fails to notify any defects within 5 days of receiving the request for acceptance without a valid reason, the Product shall be deemed accepted without reservations.

4. **CONFIRMATION OF HARDWARE ACCEPTANCE**. By signing the handover protocol, the Client also confirms the acceptance of the Hardware into ownership or rental, as applicable.

VI. SUPPORT

1. **USER SUPPORT**. aReception.ai provides the Client with basic user Support in case of faults or malfunctions of the Product, free of charge. Support is available on business days between 9:00 and 16:00 CET via the telephone number or email address specified in the Agreement, or through the contact form available at www.areception.com. User Support also includes Hardware service support. However, Hardware support is not included in the free user Support if the Hardware has been damaged by the Client or by a third party other than aReception.ai, or if the Hardware is outside the warranty period. In such cases, a fee will be charged to the Client according to the

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aReception.ai price list. The Client is required to describe any identified faults in their request for Support immediately upon detection, including a description of the situation and activity that led to the issue, and all known circumstances, in a truthful and undistorted manner. aReception.ai undertakes to resolve the issues specified in the Support request on a **best effort** basis, in order to ensure the proper functioning or operation of the Product used by the Client.

2. **DOWNTIMES AND UPDATES.** aReception.ai is entitled to modify the software part of the Product at any time for the purpose of extending, enhancing, updating, or fixing errors. The Client is obliged to accept and comply with such updates as delivered. If the implementation of such changes requires a temporary downtime of the Product, aReception.ai is authorized to suspend its operation to the extent necessary to carry out such changes.

VII.   PRICE AND PAYMENT TERMS

1. The price for the Product, Hardware, and any additional services delivered with the Product shall be agreed upon by the Contracting Parties in the Agreement. Unless agreed otherwise, all prices are stated in CZK and are exclusive of VAT, which shall be added in accordance with applicable legal regulations and paid by the Client

2. **PRICE FOR THE PRODUCT**. The Client undertakes to pay aReception.ai the license fee for the Product as a monthly fee for its use, as agreed by the Contracting Parties. Unless stated otherwise in the Agreement, the license fee will be invoiced monthly, at the end of each calendar month during which the Product was provided to the Client. For the first month of service, only a pro-rata amount from the start date will be charged. The Client may opt to pay the annual license fee in advance, in which case a discounted rate applies — twelve months for the price of eleven. The Client is obliged to pay the price even if not all functions or capacities of the Product are used.

3. **PRICE FOR HARDWARE**. Payment for the delivery of Hardware provided with the Product under the Agreement shall depend on the selected delivery option:

   a. a **one-time purchase** price for the Hardware as agreed by the Contracting Parties. Unless agreed otherwise, such one-time payments (including other one-time services) are payable in advance, based on an invoice issued after signing the Agreement; or

   b. a **rental fee** for the Hardware, agreed by the Contracting Parties as a monthly fee for its use. Unless otherwise agreed in the Agreement, the rental fee shall be invoiced monthly, at the end of each calendar month during which the Client used the Hardware, and invoiced together with the license fee for the Product. For the first month of use, only a pro-rata amount will be charged from the start date. The Client may pay the rental fee annually in advance and receive a discounted price — twelve months for the price of eleven. For Hardware rental, the minimum rental commitment is six (6) months.

4. **PRICE FOR ADDITIONAL SERVICES**. Payment for any additional services related to the Product shall be agreed individually in the Agreement and invoiced to the Client according to the terms agreed by the Contracting Parties.

5. **ISSUANCE OF INVOICE.** aReception.ai is entitled to issue an invoice for the provision of the Product, Support, and any Implementation in accordance with these GTC. The invoice must comply with all legal requirements applicable to tax documents.

6. **DUE DATE.** Invoices are due within **14 days**. Payments shall be made by bank transfer to the aReception.ai account specified on the invoice. The payment date is considered the day the amount is credited to the aReception.ai account. Any payments received may be applied at aReception.ai's discretion toward the oldest outstanding receivable, regardless of the payment's stated purpose.

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7. **ELECTRONIC INVOICING.** In accordance with Section 26 of the Czech VAT Act, the Client grants aReception.ai consent to issue and use tax documents (invoices) in electronic form. Electronic invoices will be delivered to the Client by email or in another agreed manner.

VIII.   CONFIDENTIALITY

1. The Contracting Parties acknowledge that, in the course of providing the Product under the Agreement, they will exchange information considered confidential, which they do not wish to be disclosed.
2. **DEFINITION OF CONFIDENTIAL INFORMATION**. Confidential Information shall mean any information that meets both of the following criteria:
   a. it is provided by one Contracting Party ("Disclosing Party") to the other ("Receiving Party") in oral or written form, and
   b. it qualifies as competitively significant, identifiable, valuable, and generally unavailable to the public, and which the originator or owner intends to keep confidential.
3. For the avoidance of doubt, the Contracting Parties agree that Confidential Information also includes:
   a. information regarding the rights and obligations of the Parties, including pricing agreed in the Agreement;
   b. information concerning either Party, its suppliers or customers, especially regarding operations, structure, financial results, and know-how;
   c. all technical information, in particular product information, product development data, functional or performance descriptions, specifications, technical documentation including manuals, procedures, processes, and other technical know-how;
   d. any confidential information the Client stores on aReception.ai servers via the Product.
4. Information shall not be considered confidential if:
   a. it becomes publicly available other than through a breach of confidentiality;
   b. it is obtained by the Receiving Party independently of the Agreement or the Disclosing Party and the Receiving Party can demonstrate this fact;
   c. it is provided by a third party who did not acquire it in breach of any confidentiality obligation;
   d. it is disclosed by the Receiving Party with the prior written consent of the Disclosing Party.
5. **HANDLING OF CONFIDENTIAL INFORMATION**. The Contracting Parties agree to use such Confidential Information solely for the fulfillment of their obligations under the Agreement, to protect and respect it, and not to disclose it to any third party, including by negligence. They also undertake not to use any Confidential Information of the Disclosing Party for their own benefit, for their own business activities, or for the benefit of any third party without the prior written consent of the Disclosing Party.
6. The Receiving Party undertakes to make every reasonable effort to prevent unauthorized access to the above Confidential Information by any third party and to protect such information with at least the same level of care it uses to protect its own trade secrets, and in any case with the level of care customary for the protection of such confidential information.
7. The Receiving Party is entitled to disclose Confidential Information only to employees, representatives, affiliated entities, consultants, or legal advisors who need to know such information in order to properly perform their duties. The Receiving Party must ensure that such individuals or entities are bound by confidentiality obligations at least to the extent defined in these GTC. The Receiving Party shall remain fully liable for any breach of confidentiality obligations by such individuals or entities it has engaged or should have engaged.

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8. For the avoidance of doubt, all Confidential Information shall remain the property of the Disclosing Party, and the Receiving Party is granted no rights or licenses in relation to such information.

9. The Disclosing Party acknowledges that the Receiving Party may be legally required to disclose certain Confidential Information to public authorities in exceptional cases expressly stipulated by applicable laws. In such case, the Receiving Party shall promptly notify the Disclosing Party of such request and the scope of the required disclosure.

10. The Receiving Party undertakes to treat Confidential Information confidentially for the entire duration of its confidentiality, including after the termination of the contractual relationship between the Disclosing and Receiving Party, unless such information becomes publicly available or is otherwise disclosed.

11. **NON-SOLICITATION OF EMPLOYEES**.

    a. The Parties agree that, without prior written consent of the other Party, they shall refrain — whether directly in their own name or indirectly through a third party, especially an affiliate — from encouraging or inducing any employee, subcontractor (especially self-employed individuals), or member of the governing body of the other Party to terminate or limit their cooperation with the other Party or its affiliate, or to commence employment (including outside of formal employment) for such Party or its affiliate.

    b. The restriction under this Clause VIII.11:

        i. applies only to employees, subcontractors, and members of the governing body whose identities were disclosed to the other Party during contract negotiations and/or who participated in the delivery of the Product (the "Covered Persons");

        ii. remains in effect for the duration of the Agreement and for a period of two (2) years after its termination

    c. If either Party breaches this obligation — in particular, if a Party or its affiliate sends a targeted job or similar offer to a Covered Person or enters into an employment or similar relationship with such person — the breaching Party shall pay the other Party a contractual penalty in the amount of CZK 1,000,000.

IX. DATA PROTECTION

1. aReception.ai processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "GDPR") and Act No. 110/2019 Coll., on the Processing of Personal Data, as amended. Information about aReception.ai's privacy and data processing practices is available in the Privacy Policy published at https://www.areception.com/privacy-policy ("Privacy Policy").

2. If aReception.ai provides the Client with data storage space as part of the Product, the Client acknowledges that, with respect to personal data stored on 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 requirements for personal data as per Articles 32 and following of the GDPR. Taking into account the state of the art and software development, the Service ensures:

    a. the ability to ensure ongoing confidentiality, availability, and resilience of processing systems;

    b. the ability to restore the availability and access to personal data in a timely manner in the event of physical or technical incidents;

    c. regular testing, assessment, and evaluation of the effectiveness of technical and organizational measures for ensuring processing security;

    d. protection of access and prevention of unauthorized access to personal data.

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4. aReception.ai declares that any Client data stored or to be stored on its servers will be physically located within the Czech Republic or in other EU member states.

5. aReception.ai is not responsible for whether the Client, as data controller, holds the appropriate legal basis for the processing of personal data.

6. As a data processor, aReception.ai maintains appropriate records of all categories of processing activities carried out on behalf of the Client, as per Article 30(2) of the GDPR.

7. The Client agrees that aReception.ai may process and analyze Client data to improve and expand the Product and its quality for the Client.

8. **DATA PROCESSING AGREEMENT**. By entering into the Agreement, the Parties also conclude a Data Processing Agreement under Article 28 of the GDPR, with the following content:

   Subject of Processing: Personal data stored by the Client on aReception.ai servers in accordance with the Agreement.

   Duration of Processing: aReception.ai processes the data for the duration of the Agreement and for an additional 30 days following its termination, unless agreed otherwise.

   Nature and Purpose of Processing: To fulfill obligations under the Agreement, especially the provision of data storage through the Product.

   Type of Personal Data: Cannot be precisely defined in advance. Typically includes contact data of individuals available at the Client's reception, such as names, phone numbers, and emails.

   Categories of Data Subjects: Cannot be precisely defined in advance. Includes individuals who wish to be contactable via the Client's reception — especially employees, collaborators, etc.

   aReception.ai, as data processor, undertakes to:

   a. process personal data only based on documented instructions from the Client;
   b. ensure that authorized personnel are bound by confidentiality;
   c. implement appropriate technical and organizational security measures suitable to the risk involved;
   d. assist the Client in fulfilling data subjects' rights (Chapter III GDPR) through appropriate measures;
   e. assist the Client in ensuring compliance with Articles 32–36 GDPR, considering the nature of the processing and the information available to aReception.ai;
   f. notify the Client without undue delay of any personal data breach in accordance with Articles 33 and 34 GDPR;
   g. provide the Client with all information necessary to demonstrate compliance with these obligations and allow audits upon request, cooperating accordingly;
   h. delete or return all personal data to the Client at the end of the Product provision and delete any existing copies, unless legal obligations require further storage;
   i. implement measures to prevent unauthorized or accidental access, alteration, destruction, loss, transmission, or other misuse of personal data.

9. **SUB-PROCESSORS**. The Client gives consent for aReception.ai to engage additional sub-processors. aReception.ai must ensure that any sub-processor is bound by data protection obligations no less stringent than those specified in this Article and the GDPR.

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X. WARRANTY AND DEFECTS

1. **WARRANTY FOR PURCHASED HARDWARE**. aReception.ai provides the Client with a quality warranty for the purchased Hardware, ensuring that the Hardware will remain fit for its intended use throughout the warranty period. Unless agreed otherwise, the warranty period is one (1) year from the date of acceptance of the Hardware.

2. **WARRANTY RIGHTS**. In the event of a defect in the Hardware, the Client is responsible for delivering the Hardware to the registered office of aReception.ai at their own expense. During transport, the Hardware must be properly packed to prevent damage, and the Client is liable for any damage incurred during shipping. Confirmed defects will be remedied by repair or replacement of the Hardware within an agreed period. Unless otherwise agreed, this period shall be thirty (30) business days. If aReception.ai deems the defect irreparable, it may offer the Client a price reduction instead of repair. Warranty rights apply only if the Client notifies aReception.ai in writing of a warranty breach before the expiration of the warranty period and is in full compliance with the Agreement on the date of such notice (including payment of all due amounts).

3. **WARRANTY CONDITIONS**. If aReception.ai provides a warranty, it does not apply in the cases specified in Article XI.4 and to defects or issues resulting from or related to:

   a. normal wear and tear of the Hardware or damage caused during transport to the premises of aReception.ai;

   b. defects that were detectable upon routine inspection at the time of receipt, but were not reported by the Client;

   c. modifications or damage to the Product caused by the Client or any third party — in such case, a fee will be charged according to the aReception.ai price list;

   d. use of the Product contrary to the documentation, training, or any usage instructions provided to the Client — particularly integration or combination with technologies (software, hardware, firmware, systems, or networks) not explicitly identified as compatible in the documentation;

   e. defects in third-party products or services, including documents, data, services, or software — any claims or complaints related to such third-party items are subject to the terms of the respective third-party provider. aReception.ai will forward such claims to the relevant provider for resolution;

   f. inaccuracies in the information provided by the Client, negligence, breach of the Agreement by the Client, or any other circumstances or causes beyond the control of aReception.ai;

   g. rented Hardware — all issues related to rented Hardware shall be handled in accordance with Article VI (Support).

XI. LIABILITY FOR DAMAGES

1. **WARRANTY OF PRODUCT FUNCTIONALITY**. aReception.ai shall be liable for ensuring that the Product possesses the characteristics and functionality necessary for its proper use and is free from legal defects.

2. **PREVENTION OF DAMAGE**. The Contracting Parties undertake to consistently make every effort to prevent damage and to minimize any damage that may occur. They further agree to promptly notify each other of any circumstances that may exclude liability for proper performance under the Agreement. The Parties shall exert maximum effort to overcome and mitigate the effects of such circumstances.

3. **LIMITATION OF LIABILITY OF THE PARTIES**. To the extent permitted by applicable law, neither Party shall be liable for:

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a. any damage resulting from materially incorrect or otherwise faulty instructions received from the other Party, provided that the Party executing such instructions could not have reasonably recognized the fault despite exercising due diligence;

b. damage arising from delays caused by the other Party in fulfilling their obligations;

c. lost profits of the other Party and third-party claims made against either Party;

d. delays caused by force majeure, i.e., an obstacle beyond the reasonable control of the obligated Party, which prevents it from fulfilling its obligations and could not have been anticipated, avoided, or overcome. An obstacle arising while the obligated Party is already in default or as a result of its own economic circumstances does not constitute force majeure. The exclusion of liability applies only for the duration of the obstacle.

4. **EXCLUSION OF LIABILITY OF ARECEPTION.AI**. To the extent permitted by applicable law and these GTC, aReception.ai shall not be liable for any damage suffered by the Client resulting from temporary, partial, or complete unavailability of the Product, nor for any direct or indirect damages caused in particular by:

a. improper use of the Product;

b. operational incidents due to system environment changes made by the Client or third parties;

c. technical or other limitations on the Client's side or caused by third parties that result in Product malfunction;

d. failure to meet the minimum system or operational requirements for the Product;

e. infection of the Client's network or computers with malware (spyware, malware, ransomware, etc.), or hacker attacks or other external threats;

f. damage caused by malfunctioning technical equipment, operating systems, or the Client's network;

g. objective impossibility of performance by aReception.ai and other circumstances beyond its control (e.g., Internet bandwidth, speed, changes in third-party connections, etc.);

h. the Client's failure to cooperate or assist as required;

i. content of communication between the Product and end users or visitors of the Client's web portal or third parties.

5. **LIMITATION OF LIABILITY**. In the event of damage incurred by the Client, the Parties agree that any compensation shall be limited to the total amount received by aReception.ai from the Client under the Agreement during the last calendar quarter.

XII. PENALTIES AND SANCTIONS

1. If the Client fails to pay the price for the Product, Support, or Implementation within the due date, aReception.ai shall be entitled to suspend the provision of the Product until full payment is received. Such suspension shall not be considered a breach of aReception.ai's obligations. The Client's obligation to pay for the Product during the suspension period remains unaffected.

2. If the Client is in default with any payment under the Agreement, aReception.ai shall be entitled to charge a contractual penalty of 0.05% of the outstanding amount for each day of delay, including any part thereof.

3. In case of a breach of the confidentiality obligations by the Receiving Party, the Disclosing Party shall be entitled to claim a contractual penalty of CZK 250,000 for each individual breach.

4. If the Client fails to return rented Hardware within the agreed period, the Client shall pay a contractual penalty of CZK 1,000 for each day of delay to aReception.ai.

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5. **OBJECTIVE IMPOSSIBILITY OF PERFORMANCE**. If a delay on the part of either Contracting Party is caused by an objectively impossible performance, it shall be deemed that no delay has occurred for the entire duration of such impossibility. The Party affected by the objective impossibility must promptly inform the other Party of the existence and duration of such circumstances.

6. **DAMAGES**. The payment of a contractual penalty under this Article or any other provision of the Agreement shall not affect the right of the injured Party to claim compensation for damages resulting from a breach of obligation, under the terms set forth in these GTC.

XIII. TERMINATION OF THE AGREEMENT

1. **DURATION OF THE AGREEMENT**. Unless otherwise agreed between the Contracting Parties, the Agreement is concluded for an indefinite period and may be terminated by notice, withdrawal, or mutual agreement, under the conditions set out below in these GTC.

2. **TERMINATION METHODS**. Unless agreed otherwise between the Contracting Parties, the Agreement may be terminated as follows:

   a. **By the Client's notice**, without stating any reason, with a notice period of two (2) months. The notice period begins on the day the notice is delivered to aReception.ai. The Client may not give notice during any minimum commitment period as defined in Article VII(3)(b).

   b. **By aReception.ai's notice**, without stating any reason, with a notice period of two (2) months. The notice period begins on the day the notice is delivered to the Client;

   c. **By withdrawal from the Agreement**. Either Party may withdraw from the Agreement in the event of a material breach of contractual obligations by the other Party, in particular:

      i. if the breaching Party fails to remedy a breach within 30 days of receipt of a written notice identifying the breach;

      ii. if the Client is more than 30 days in default with any payment due under the Agreement, aReception.ai shall be entitled to withdraw;

      iii. if the Client uses the Product in a manner contrary to the Agreement and fails to remedy the situation within at least 7 days of receiving a written notice from aReception.ai;

      iv. if the competent court issues a final decision declaring insolvency of the other Party under § 3 of Act No. 182/2006 Coll., on Insolvency, as amended ;

      v. if the other Party enters into liquidation, either by decision of the competent court or by its own corporate bodies.

      Withdrawal becomes effective on the day it is delivered to the other Party or on a later date specified in the written notice of withdrawal.

   d. **By mutual agreement** of the Contracting Parties.

3. **CONSEQUENCES OF TERMINATION**. The Client acknowledges that termination of the Agreement takes effect ex nunc (from now on), and the Client is not entitled to any refund of payments already made for the Product or any other services provided under the Agreement. If the Agreement is terminated on a day other than the last day of a calendar month, the Client shall be charged only a pro-rata portion of the monthly fee for the use of the Product up to the effective termination date. Termination of the Agreement does not affect provisions that, by law or by the Agreement, are intended to survive its termination. In particular, termination shall not affect the right to claim damages or contractual penalties in accordance with the Agreement. Termination of the Agreement also does not affect the Parties' agreement on the handling of confidential information.

XIV. FINAL PROVISIONS

1. **COMMUNICATION.** Communication between the Contracting Parties shall take place through their contractual or authorized representatives via email sent to contact addresses mutually approved by both Parties. This does not exclude the possibility of communication via statutory bodies or by mail through a licensed postal service provider.

2. In the event of any change in the details of either Party, the Party to whom such changes apply shall notify the other Party of the change within five (5) calendar days from the date of such change. A Party that fails to comply with this obligation shall bear all adverse consequences and risks arising from the other Party's lack of relevant information.

3. **REFERENCES**. aReception.ai has the right to use the Client's business name as a reference for third-party informational purposes. The Client explicitly agrees to this.

4. **DEVIATIONS FROM THE AGREEMENT.** If any provisions of these GTC differ from those of the Agreement, the provisions of the Agreement, as the individually negotiated arrangement between the Parties, shall take precedence.

5. **GOVERNING LAW.** The Agreement shall be governed by and interpreted in accordance with the laws of the Czech Republic, without regard to conflicts of law principles.

6. **DISPUTE RESOLUTION**. The Parties agree to resolve any disputes arising from or in connection with the Agreement primarily through mutual agreement. To that end, the Parties commit to initiating out-of-court negotiations between their authorized representatives before submitting the matter to court or other public authority. If a resolution is not reached within one (1) month of the dispute arising, either Party may pursue legal proceedings. The Parties agree that all disputes shall be resolved exclusively by courts in the Czech Republic. Local jurisdiction shall be determined based on the registered office of aReception.ai.

7. **LANGUAGE**. These GTC are drawn up in the English language.

8. **AMENDMENT OF THE GTC.** aReception.ai reserves the right to unilaterally amend the GTC to a reasonable extent. Any such changes will be communicated to the Client electronically (e.g., via email) at least two (2) months before the new version becomes effective. The Client has the right to reject the changes by sending a written termination notice either by post or via email to aReception.ai. The notice period shall correspond to the number of days remaining until the new GTC version takes effect. If the Client does not reject the changes before the effective date, the contractual relationship shall be governed by the new version of the GTC as communicated.

9. **EFFECTIVENESS.** These GTC, in their current version, are valid and effective as of **27 November 2024**.

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