

TERMS OF USE OF THE WEB SERVICE “SCIENCE COMMUNICATION PACKAGE”

Of the company

Sciencecom Agency s.r.o.

With registered office at Revoluční 1403/28, Nové Město, 110 00 Prague 1

Company ID: 094 91 236

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, entry no. 337007

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms of Business (“**Terms of Business**”) regulate, in accordance with section 1751(1) of Act no. 89/2012 Coll., Civil Code, as amended (“**Civil Code**”), mutual rights and obligations between the company Sciencecom Agency s.r.o., with registered office at Revoluční 1403/28, Nové Město, 110 00 Prague 1, company ID 094 91 236, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, entry no. 337007 (“**Provider**”) and third parties (“**User**”) arising from Contracts for the Provision of Services (“**Contract for the Provision of Services**”) concluded via the Provider’s website located at the internet address <https://sciencecom-agency.com/> (“**Website**”).
- 1.2. These Terms of Business form an inseparable part of a Contract for the Provision of Services.
- 1.3. A Contract for the Provision of Services and the Terms of Business are executed in the English language. A Contract for the Provision of Services may be concluded in the English language.
- 1.4. Once the User has agreed to a new version of the Terms of Business, the previous Terms of Business shall cease to be effective and the new version of the Terms of Business shall become an inseparable part of a Contract for the Provision of Services.

2. DEFINITIONS OF CERTAIN TERMS

- 2.1. **Service** means the provision of communication (public relations) services relating to the promotion of the User’s scientific work in an agreed extent (specified in further detail on the Website).

3. CONCLUSION OF A CONTRACT FOR THE PROVISION OF SERVICES

- 3.1. The User makes an offer to conclude a Contract for the Provision of Services by completing details in a form on the Website and sending those details to the Provider by clicking the button “ ” (“**Order**”). Section 1732(2) of the Civil Code shall not apply.
- 3.2. Prior to sending an Order to the Provider, the User will be able to check and amend details of the Order, having regard to the User’s ability to correct errors arising from inputting data into the Order.
- 3.3. For the purposes of the Terms of Business, the details provided by the User in an Order shall be considered correct.
- 3.4. The Provider shall confirm to the User without undue delay that the Provider has received an

- Order by making a third-party payment system interface accessible to the User.
- 3.5. Following receipt of an Order by the Provider and payment of a deposit towards the Provider's remuneration by the User via a third-party payment system, the Provider shall accept the Order by sending an email to the User (**'Acceptance'**). A Contract for the Provision of Services shall be concluded as soon as the User has received an Acceptance. Clause 6.5 of the Terms of Business is not hereby affected.
 - 3.6. The User agrees that the Provider may start providing the Service in accordance with a Contract for the Provision of Services, and perform their obligations from a Contract for the Provision of Services without undue delay after its conclusion, even if the statutory period for withdrawal from the Contract for the Provision of Services has not expired yet, providing the User is a consumer. The User acknowledges that as a consequence of providing consent in accordance with the previous sentence, the User shall no longer have a right to withdraw from the Contract for the Provision of Services once the Service has been provided in full (the Provider has performed the Service).
 - 3.7. The User acknowledges that the Provider is not obliged to conclude a Contract for the Provision of Services, in particular with persons who have previously breached contractual relationships with the Provider.
 - 3.8. The User consents to the use of means of distant communication for the purposes of conclusion of a Contract for the Provision of Services. Any expenses incurred by the User when using means of distant communication in connection with the conclusion of the Contract for the Provision of Services (e.g. costs of internet connection) shall be borne by the User; such expenses shall not differ from the basic rate.

4. CONTENT OF A CONTRACT FOR THE PROVISION OF SERVICES

- 4.1. In a Contract for the Provision of Services, the Provider undertakes to provide the Service to the User, and the User undertakes to pay remuneration the Provider in return for the provision of the Service in accordance with clause 6 of the Terms of Business. The Provider shall provide the Service within thirty (30) days after the Provider's account has been credited with remuneration for the provision of the Service.

5. CONDITIONS OF THE SERVICE

- 5.1. The Provider is not obliged to provide the Service if its provision is prevented by difficulties on the part of the User or on the part of other persons. The Provider is thus not obliged to provide the Service, in particular, in the event of electricity supply outages, data network outages, other faults caused by third parties or *vis major*.
- 5.2. Provision of the Service may be subject to outages, temporary limitations, interruptions or decreases in the quality of the Service.
- 5.3. The User acknowledges that, in accordance with section 5 of Act no. 480/2004 Coll., on Certain Services of Information Society and on the Amendment of Certain Acts (Act on Certain Services of Information Society), as amended, the Provider shall bear no responsibility for the content of information saved by the User for the purpose of provision of the Service (content of information concerning scientific work).
- 5.4. The User acknowledges and agrees that information saved by the User for the purpose of

providing the Service may be altered by the Provider as part of the Service and published without further checking (authorisation) by the User.

- 5.5. The Provider is entitled (but not obliged) to preventatively check information saved by the User for the purpose of providing the Service. In the event that the content of this information could breach the Terms of Business, generally binding legislation or common standards of morality, the Provider may delete this information or prevent this information from being disseminated; the Provider may further withdraw from the Contract for the Provision of Services. In the event that any third party asserts their rights against the Provider in connection with the saving or dissemination of information saved or disseminated by the User for the purpose of providing the Service, the Provider may immediately delete the content of the information saved or disseminated by the User.

6. PROVIDER'S REMUNERATION AND PAYMENT TERMS

- 6.1. In return for the provision of the Service, the Provider shall be entitled to remuneration in an agreed amount.
- 6.2. The Provider's remuneration shall always be payable in advance (prior to the provision of the Service) and by cash free means, i.e. via a third-party payment system.
- 6.3. If it is customary in trade relations, the Provider shall issue to the User a receipt of tax-deductible expenditure – an invoice in respect of payments made on the basis of a Contract for the Provision of Services. The Provider shall issue to the User a receipt of tax-deductible expenditure – an invoice once the Provider's remuneration has been credited to the Provider's account; the Provider shall send the invoice in electronic form to the User's address specified in an Order (**'User's Address'**).
- 6.4. The Provider Sciencecom Agency s.r.o. is not a payer of Value Added Tax (**'VAT'**) and all prices (Provider's remuneration) shall be specified inclusive of all taxes and fees.
- 6.5. The delivery of the Provider's Service may be postponed until the amount of the Provider's remuneration has, in fact, been credited to the Provider's account.

7. LICENSING AGREEMENTS

- 7.1. If, for the purpose of providing the Service, the User saves information (intellectual property) which is protected by an intellectual property right or by the protection of personal rights (**'Protected Work'**), by saving or disseminating of the Protected Work, the User grants to the Provider, free of charge, an entitlement to exercise the right to use the Protected Work (licence) for the purpose of provision of the Services, under the terms specified below.
- 7.2. A Protected Work licence shall be provided for all manners of use (including communicating of a Protected Work to the public via the internet), in an unlimited quantitative and territorial extent. The Provider may assign entitlements forming part of a Protected Work licence to a third party in part or in full (sublicences). The Provider may assign a Protected Work licence to a third party. The Provider acquires a Protected Work licence as soon as a Protected Work has been saved by the User for the purpose of providing the Service. A Protected Work licence shall be provided without a temporal limitation, from the moment of saving or dissemination of a Protected Work. The Provider is not obliged to use a Protected Works licence.

- 7.3. The provisions of clauses 7.1 and 7.2 of the Terms of Business shall apply, in relation to the Provider's entitlement, by analogy to circumstances where the User's contribution is not subject to copyright or protection of personal rights.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES

- 8.1. The User acknowledges that computer programs forming part of the Website are protected by copyright. The User undertakes not to carry out any activity which would allow the User or third parties to unlawfully interfere with or use computer programs in relation to which the Provider exercises proprietary rights or in relation to which the Provider is a user.
- 8.2. In their relationship to the User who is a consumer, the Provider shall not be bound by any codes of conduct.
- 8.3. The Provider handles out of court complaints made by consumers via an email address at the contact address (clause 13.6). The Provider shall notify the User of the outcome of their complaint by an email sent to the User's email address.
- 8.4. The Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, company registration number: 000 20 869, internet address: <https://adr.coi.cz/cs> has jurisdiction to settle out of court consumer disputes arising from a Contract for the Provision of Services. The platform for the settlement of disputes online located at the internet address <http://ec.europa.eu/consumers/odr> may be used to settle disputes between the Provider and the User arising from a Contract for the Provision of Services.
- 8.5. The European Consumer Centre Czech Republic, with registered address at Štěpánská 567/15, 120 00 Praha 2, internet address: <http://www.evropskyspotrebitel.cz> is a contact point pursuant to Regulation (EU) no. 524/2013 of the European Parliament and of the Council of 21 May 2013 on Online Dispute Resolution for Consumer Disputes and Amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).
- 8.6. The Provider is authorised to carry on business on the basis of a trade licence. Trade control is carried out by the respective trade authority within their jurisdiction. Supervision in the area of personal data protection is carried out the Office for Personal Data Protection. The Czech Trade Inspection carries out, , inter alia and in a specified extent, supervision over compliance with Act no. 634/1992 Coll., on Consumer Protection, as amended.
- 8.7. Rights and obligations of the contractual parties relating to the Provider's liability for defects of Services are governed by the relevant generally binding legislation. The User may exercise their rights arising from the Provider's liability for defects of Services at the Provider's registered office address or by sending an email to the Provider's contact address (clause 13.6).
- 8.8. In the event that the User suffers loss in connection with the Provider's liability for defects of performance pursuant to a Contract for the Provision of Services, unless the Provider has caused the loss intentionally or by gross negligence, the contractual parties have agreed, taking account of the terms of the Contract for the Provision of Services, to limit compensation for this potential loss suffered by the User so that the total compensation for loss including loss of profit shall not exceed one half of the remuneration in reality paid by the User to the Provider pursuant to a Contract for the Provision of Services. The contractual parties state, taking account of all circumstances of the conclusion of the Contract for the Provision of

Services, that the total foreseeable loss including loss of profit which can be incurred by the User due to defects of performance by the Provider pursuant to a Contract for the Provision of Services shall not exceed the amount of one half of the remuneration in reality paid by the User to the Provider pursuant to a Contract for the Provision of Services.

9. PERSONAL DATA PROTECTION

- 9.1. If the User is a natural person, the Provider shall comply with their information duty within the meaning of Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/EC (General Data Protection Regulation) (**GDPR Regulation**) by way of a separate document called Personal Data Processing Information.

10. CONSENT WITH SENDING OF COMMERCIAL COMMUNICATIONS, SAVING OF COOKIES

- 10.1. The User consents to the sending of information and commercial communications by the Provider relating to the Provider's Services or business (enterprise) to the User's Address specified in the user account and with the sending of third party commercial communications to the User's Address. The Provider complies with their information duty towards the User within the meaning of Article 13 of the GDPR Regulation relating to the processing of the User's personal details for the purpose of sending of commercial communications by way of a separate document.
- 10.2. The User consents to the saving of so-called cookies on their computer. Cookies are small files which allow the Provider and parties advertising on the Website to recognise the User's web browser when communicating with the Service and to subsequently use certain functions of the Service. In the event that it is possible to perform the Provider's obligations arising from a Contract for the Provision of Services without cookies being saved on the User's computer, the User may withdraw their consent under the first sentence of this paragraph at any time.

11. DURATION OF A CONTRACT FOR THE PROVISION OF SERVICES

- 11.1. A Contract for the Provision of Services enters into effect as soon as it has been concluded.
- 11.2. The Provider may terminate a Contract for the Provision of Services if the User breaches any of their obligations arising from the Contract for the Provision of Services (including the Terms of Business) or from generally binding legislation, as well as in other circumstances. In particular, the Provider may terminate a Contract for the Provision of Services also in the event that the User's scientific work appears not to be transparent or contrary to generally binding legislation or common standards of morality. Termination of a Contract for the Provision of Services according to this clause becomes effective as soon as it has been served on the User at the User's Address. Unless agreed otherwise, the Contract for the Provision of Services shall be discharged as soon as such a notice becomes effective.

11.3. The User acknowledges that if the Provider has performed Services in full in accordance with a Contract for the Provision of Services, the User may not withdraw from the Contract for the Provision of Services (clause 3.6). If the Provider has not performed the Services yet and the User is a consumer, the User may withdraw from the Contract for the Provision of Services within a period of fourteen (14) days of its conclusion. In order to effect such a withdrawal from the Contract for the Provision of Services, the User may use the template form provided by the User which forms Schedule no. 1 to the Terms of Business.

12. SERVICE – LEGAL CONDUCT

- 12.1. Unless agreed otherwise, all correspondence relating to legal conduct regarding a Contract for the Provision of Services must be served on the other contractual party in writing, i.e. by email. The User accepts Service at the User's Address, i.e. the email address specified in an Order.
- 12.2. Where Service is effected by email, a message shall be served in the moment of its acceptance by the incoming mail server.

13. FINAL PROVISIONS

- 13.1. A relationship relating to the use of the Website or a relationship arising from a Contract for the Provision of Services shall be governed by Czech law, particularly by the Civil Code. If the User is a consumer, making a choice of law according to the previous sentence shall not deprive them of protection afforded to them by legal provisions which cannot be derogated from, and which, if there was no choice of law, would otherwise apply pursuant to clause 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the Law Applicable to Contractual Obligations (Rome I). For the purposes of relationships between the Provider and the User:
- 13.1.1. The use of respected trade customs within the meaning of section 558(2) of the Civil Code shall be excluded in circumstances where the User is a businessperson;
- 13.1.2. The application of sections 557, 1748 and 1763 of the Civil Code shall be excluded;
- 13.1.3. The application of section 1799 and section 1800 of the Civil Code shall be excluded in circumstances where the User is a businessperson.
- 13.2. The contractual parties have agreed that courts of the Czech Republic shall have jurisdiction and competence.
- 13.3. If a provision of the Terms of Business is invalid, ineffective or no regard is to be had to it or it becomes such a provision, it shall be replaced by a different provision the meaning of which is most similar to the invalid provision. The invalidity or ineffectiveness of a provision shall have no effect on the validity the effect of the remaining provisions.
- 13.4. Schedule no. 1 – Form for Withdrawal from a Contract for the Provision of Services by a Consumer forms an inseparable part of the Terms of Business.
- 13.5. A Contract for the Provision of Services including the Terms of Business shall be archived by the Provider in electronic form and it is not publicly accessible.
- 13.6. Provider's contact details: info@sciencecom-agency.com.

In Prague on 30th September 2020

Sciencecom Agency s.r.o.

Schedule no. 1 to the Terms of Business – Form for Withdrawal from a Contract for the Provision of Service by the Consumer

Complete this form and send it back to the Provider in the statutory period if you wish to withdraw from a Contract for the Provision of Services (“**Contract for the Provision of Services**”).

Addressee (Provider):	Sciencecom Agency s.r.o. With registered office at Revoluční 1403/28, Nové Město, 110 00 Prague 1 Company ID: 094 91 236 Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, entry no. 337007
The User(s) hereby withdraw(s) from the Contract for the Provision of Services concluded on	
Name and surname of User(s):	
Address of User(s):	
Date:	
Signature of User(s): (if this form is being sent in hard copy)	