



## **General Terms and Conditions of the uni-buddy service**

of the company unighters s.r.o., registered office: Pod Bání 2003/21, Prague 8, 180 00, Company ID: 055 09 858, Bank account: 2301090889/2010 (IBAN: CZ672010000002301090889, BIC: FIOBCZPPXXX), company registered in the Commercial Register kept at the Municipal Court in Prague, Section C, Insert 264594 (hereinafter referred to as the "Provider") governing the mutual rights and obligations of the Provider and other legal entities or individuals (hereinafter referred to as the "Acquirer") arising in connection with the conclusion of a contract for the provision of the uni-buddy service (hereinafter "Service") between the Provider and the Acquirer (hereinafter "Service Agreement")

(Hereinafter the "General Terms and Conditions")

### **1. SUBJECT OF GENERAL TERMS AND CONDITIONS**

- 1.1. The subject of these General Terms and Conditions is the commissioning of the Service to the extent specified in Appendix 1 of these General Terms and Conditions, namely, that the Service may be used by international students and local students of the Higher Education Institution of the Acquirer who operate under the so-called "Buddy Programme" for the purpose of interconnection (hereinafter referred to as "Authorized Users ") for which the Acquirer undertakes to pay the Provider the agreed remuneration under Article 7 of these General Terms and Conditions.
- 1.2. The Service Agreement is concluded when the Acquirer makes a binding request to the Service and expressly agrees to these General Terms and Conditions.

### **2. CREATION OF A CLOUD INSTANCE**

- 2.1. The launch of the Service will be authenticated by providing the Acquirer with access (including the transmission of the required access data) to the instance created in an online interface and by checking the functions according to Appendix 1, within 7 days of the payment of the remuneration under Article 7 of these General Terms and Conditions to the Provider's account. The Acquirer is authorized to use this approach to check whether the Service is accessible and running in accordance with these General Terms and Conditions.
- 2.2. The Acquirer undertakes to provide all necessary hardware, software or other means necessary to access the Service. The preferred browser is Google Chrome (Chromium). The Provider will not provide the means to access the Service to Authorized Users.
- 2.3. The Acquirer acknowledges that the Service will not be provided on its hardware resources but will be provided by the Provider in "software as a service" mode.

### **3. USE OF THE SERVICE AND CONDITIONS OF THE LICENSE**

- 3.1. The service includes the provision of a specific computer program (hereinafter referred to as "Software"). The Provider under an agreement with the Acquirer shall ensure the operation of the Software within the Service in order for the Authorized Users to be able to use the Software under the condition of their registration into the Software (or more precisely the Service). Authorized users will be bound to use the Service under the terms and conditions set forth in these General Terms and Conditions by registering into the Service.
- 3.2. The Service is provided by the Provider to the Acquirer in one of the following modes:
  - 3.2.1. The Basic Version, which limits the provided functions of the Service to an extent further specified in these General Terms and Conditions and in Annex no. 1 - Service, is provided free of charge (hereinafter "Basic Version"), or
  - 3.2.2. The Extended Version, which provides full functionality of the Service in accordance with these General Terms and Conditions and specified in Appendix No. 1 - Service, is provided for a fee according to a binding order (hereinafter "Extended Version").
- 3.3. Unless otherwise specified, Authorized Users may use the Software;
  - 3.3.1. Non-exclusively
  - 3.3.2. Only for the purpose of linking Authorized Users and related activities;
- 3.4. Both the Authorized Users and the Acquirer will not be able to disclose the Software under this Agreement to any third party or assign the license to a third party.
- 3.5. Authorized Users and the Acquirer will not be entitled to intervene in the Software, alter it in any way, merge with any other work, include it in a complete work, or terminate the Software in any way (including through a third party);
- 3.6. Authorized Users or Acquirer will not be entitled to create copies of the Software unless it is a legal license or free use of the work that can not be excluded by an agreement of both of the parties.
- 3.7. Use of the Software will be available to Authorized Users worldwide, for the duration of this Agreement.
- 3.8. Use of the Service for Authorized Users will be free of charge.

### **4. SLA (SERVICE LEVEL AGREEMENT)**

- 4.1. The Provider is obligated to ensure that the Service is available for use by the Acquirer or more precisely by Authorized Users to the extent set forth in this Service Agreement.

- 4.2. The Provider is liable for any damage only if it incurred as a result of gross negligence or wilful misconduct. The amount of compensation for damages is limited by the maximum amount of the fee for the provision of the Service in accordance with these General Terms and Conditions.
- 4.3. However, the Provider is not responsible for the fact that the Service is unavailable due to a malfunction of the Internet connection or for reasons on the part of the Acquirer or Authorized Users.
- 4.4. The Provider shall not be liable for any potential problems of the Acquirer or the Authorized Users in using the Service, in particular due to failures or errors of any device of the Acquirer or the Authorized User used for accessing the Service or due to an improper use of the Service.
- 4.5. This Article 4 does not apply if the Acquirer uses the Service in the Basic Version according to Appendix 1. In this case, the Provider does not guarantee any functionality or part of the Service and the Service is made accessible only in trial mode, i.e. without any warranties.

## **5. PERSONAL DATA AND PROTECTION OF RIGHTS**

- 5.1. The Provider shall process the personal data of Authorized Users for the purpose of paragraph 3.3.2 of these General Terms and Conditions, and only to the extent necessary to perform the Service Agreement, i.e. in the following range:
  - 5.1.1. Names and surnames of the user
  - 5.1.2. Date of birth
  - 5.1.3. Mail addresses
  - 5.1.4. Phone Numbers
  - 5.1.5. Knowledge of languages
  - 5.1.6. Interests and hobbies of the user
- 5.2. The Provider shall take measures that prevent unauthorized access to personal data, their destruction or alteration, loss or other misuse. Obligations under this point continue even after the termination of the Service Agreement.
- 5.3. The Provider is required to use at least antivirus protection and password access to a computer on which he / she works with personal data in connection with the performance of the Service Agreement. The Provider and his employees are required to unsubscribe (i.e. to log out of the system) each time they stop or interrupt their activity, even if they are interrupted for a short period of time. The Provider is obliged to ensure that his employees and other persons who come into contact with personal data will maintain confidentiality even after the termination of their employment or similar kind of relationship to the Provider.
- 5.4. If the need for the retention of personal data ceases, the Provider is obliged to dispose of the stored personal data without undue delay.
- 5.5. The Provider undertakes to provide without undue delay to the subject of the personal data who so requests the information about personal data within the

meaning of Section 12 of Act No. 101/2000 Coll. on the Protection of Personal Data and on Amendments to Certain Acts, as amended (i.e. the purpose of the processing, the personal data about the client being processed, the recipients of the personal data).

- 5.6. If the Acquirer will provide the Provider with or shall allow access to any material protected by intellectual property rights or by other rights of the Provider or any third party, or if the Acquirer will require the Provider to use such material, in particular to interfere, use, process or modify it, the Acquirer undertakes to discard the Provider (including any of his/her sub-suppliers) of any liability (in particular damages) arising out of the use of such performance by the Acquirer and to provide the Provider with all necessary rights, passwords or other similar rights that are necessary for the use of such performance.
- 5.7. The Acquirer is obliged to take appropriate measures to protect their data. The Provider is not responsible for the loss of data and its renewal if such loss could have been prevented from by complying with the Acquirer's obligation under this provision.
- 5.8. The Contracting Parties undertake to indemnify the other Party any damage due to a violation of this Article.

## **6. REMUNERATION AND PAYMENT CONDITIONS**

- 6.1. For the provision of the Service in the Extended Version, the Acquirer is obliged to pay the Provider remuneration in the amount stated in a binding request. The remuneration is considered as paid at the moment of crediting the relevant amount to the Provider's account No. 2301090889/2010 (IBAN: CZ672010000002301090889, BIC: FIOBCZPPXXX) with the FIO Bank. Payment of the remuneration will launch the service in the "Extended Version" within 7 days.

## **7. DURATION OF THE SERVICE AGREEMENT**

- 7.1. The Service Agreement is concluded for one year. After this period, the Service Agreement will automatically be renewed for another year. The automatic renewal shall not occur if one of the Contracting Parties delivers to the other Contracting Party that it does not wish to extend the Service Agreement by sending a notification at least three (3) months prior to the automatic renewal. The automatic renewal applies in any period of the Agreement's validity, that is, not only before the first term when the Termination Service Agreement expires. In the event of entering into liquidation or the final declaration of bankruptcy of the assets of the other Contracting Party, each of the Contracting Parties shall be entitled to withdraw from the Service Agreement.
- 7.2. The Provider may also withdraw from the Service Agreement due to failure to provide the Provider with any cooperation, provided that the Acquirer has been informed in writing of such delay and has been granted a reasonable period of time, not less than seven (7) days for additional performance.

- 7.3. The Provider may further withdraw from the Service Agreement in the event of the Acquirer's delay in paying the invoice for more than 30 days from its due date, provided that the Acquirer has been informed in writing of such delay and has been granted a reasonable period of not less than fourteen (14) days for additional performance.
- 7.4. Any Contracting Party may withdraw from the Service Agreement as a result of a substantial breach of the Service Agreement by the other Party, provided that the other Party has been informed in writing of the breach and has been granted a reasonable period of not less than ten (10) days for additional performance.
- 7.5. If the Provider is a VAT payer, the Acquirer is entitled to withdraw from the Service Agreement if the Provider becomes an unreliable VAT payer, according to the information given in the VAT Payer's Register.
- 7.6. The Provider and the Acquirer exclude any other legal ways of withdrawing or terminating the Service Agreement.
- 7.7. The Contracting Parties agree that, in the event of withdrawal from this Service Agreement, they will not return the performance provided so far.
- 7.8. In the event of expiration of the half-year or year licence of the Extended Version and its non-renewal, or in the event of depletion of the prepaid number of paired students, the Provider is entitled to continue to make the service available only in the Basic Version.

## **8. PROTECTION OF INFORMATION**

- 8.1. The Provider and the Acquirer are aware that in the performance of the Service Agreement they may mutually provide information, either intentionally or by omission, that will be considered confidential. Unless otherwise agreed explicitly in writing by the Provider and the Acquirer, all information that is or may be part of business secrets is implicitly considered to be confidential, such as information on operating methods, procedures and working practices, business or marketing plans, concepts and strategies or parts thereof, tenders, contracts, agreements, or other arrangements with third parties, information on the results of the business, relations with business partners, labour law issues and any other information, whose disclosure by the receiving Contracting Party could cause damage to the transmitting Contracting Party (hereinafter referred to as "Confidential Information").
- 8.2. All Confidential Information shall remain the exclusive property of the transmitting Contracting Party. The receiving Contracting Party shall develop the same efforts to protect the confidentiality of the information as if it was their own Confidential Information. The two Contracting Parties undertake not to copy in any way the Confidential Information of the other Contracting Party, except for the extent that is necessary in their cooperation concerning the performance of the Service Agreement. They also undertake not to pass on any Confidential Information to a third party, or to its own employees and agents, except for those who need to be acquainted with them so that they can properly fulfil the subject matter of the Service Agreement. Both Parties undertake not to use the Confidential Information of the

other Contracting Party any other way than to fulfil the subject matter of the Service Agreement.

- 8.3. Where Confidential Information is provided in writing or in the form of text files on data media, the transmitting Contracting Party is required to advise the receiving Party of the confidentiality of such material by indicating it at least on the cover.
- 8.4. Notwithstanding the above provisions, the following information are not considered to be "Confidential Information":
  - 8.4.1. Information which has become publicly known without the intention or omission of the receiving Contracting Party;
  - 8.4.2. Information received by the receiving Contracting Party legally prior to the conclusion of the Service Agreement, unless such information was the subject of any other information protection contract previously entered into by the parties;
  - 8.4.3. Information resulting from the process by which the receiving Party reaches them independently and is able to substantiate it with its records or third-party Confidential Information;
  - 8.4.4. Information which, after signing the Service Agreement, will be provided to the receiving Contracting Party by a third person who does not obtain such information directly or indirectly from the Contracting Party that owns them.
- 8.5. Paragraphs 8.4.2 and 8.4.4 of these General Terms and Conditions do not apply to information that is subject to the trade secrets of the Contracting Parties, in particular information relating to the subject matter of each individual Contracting Party, relating to the management of work within and outside, etc. After termination of the Service Agreement, The Contracting Party can explicitly give written notice to the other Contracting Party about which information is no longer subject to the provisions of this paragraph.
- 8.6. The Contracting Parties are required to archive all Confidential Information in such a way as to ensure that any third party who does not participate in the performance of the Service Agreement is not receiving this information. If a Contracting Party no longer needs any of the Confidential Information, he or she is obliged to return all such information to the other Contracting Party, or arrange for their disposal, so that no third party can access them. The Contracting Party that carries out the data disposal shall be obliged to make a written record thereof, which it shall provide at the request of the other Contracting Party.
- 8.7. The provisions of this Article are without prejudice to the termination of the Service Agreement for any reason, and its effectiveness will expire not earlier than 2 years after the termination of the Service Agreement.
- 8.8. For any violation of the information protection clause, the injured party is entitled to claim a contractual fine of 100,000 CZK for the other party.

## **9. MUTUAL COMMUNICATION**

- 9.1. All communication between the Provider and the Acquirer in the performance of the Service Agreement will be done through authorized persons:
- 9.1.1. The authorized person for the Provider is Mikuláš Josek, email: mikulas.josek@uni-buddy.com.
- 9.1.2. The authorized person for the Acquirer is the person designated as part of the registration of the Acquirer.
- 9.2. All notifications between the Provider and the Acquirer which relate to the Service Agreement or which are to be made under this Service Agreement must be made in writing and delivered to the other Contracting Party.
- 9.3. The document to be delivered to the other party (notification) pursuant to these General Terms and Conditions shall be delivered on the day of its acceptance by an authorized person in accordance with paragraphs 9.1.1 and 9.1.2 of these General Terms and Conditions or by a person authorized to represent the Contracting Party according to the official commercial register or by an employee responsible for the reception of such documents. In doubt, it is believed that the person who has acknowledged the acceptance of such document by signature and by the stamp of a Contracting Party is entitled to accept such document.
- 9.4. If the document can not be delivered in accordance with the preceding paragraph, the day on which the receipt of the document was rejected by the addressee shall be the day of delivery. If the document is delivered via a postal licence holder into own hands to the address specified in these General Terms and Conditions or to an address that the party has notified in writing as a change of that address, the day of delivery is considered the third day after the notification of the posting of the document, even if the addressee did not know of it, or the day on which the document was sent back as undeliverable because the Contracting Party changed its registered office; after the termination of the contract, this fiction is valid only if the document has also been sent to the address of the registered office.
- 9.5. Effects of delivery may also take place by delivering the document by e-mail to the e-mail addresses listed to the persons authorized to act for the Contracting Parties under paragraph 9.1 of these General Terms and Conditions.
- 9.6. In the event of a change in addresses or authorized persons, the Provider and the Acquirer undertake to inform the other Contracting Party about this change, they shall notify the other Contracting Party of this change within three (3) business days.

## **10. COMMON AND FINAL PROVISIONS**

- 10.1. These General Terms and Conditions and the Service Agreement are governed by the laws of the Czech Republic.
- 10.2. If any provision of these General Terms and Conditions or any part thereof is invalid or unenforceable or will occur so in the future, such invalidity or unenforceability will not affect the validity or enforceability of any other provisions of these General Terms

and Conditions or parts thereof, unless it is inferred directly from the contents of these General Terms and Conditions that this provision or part thereof cannot be separated from further content.

- 10.3. In the case referred to in the preceding paragraph of this Article, the Provider and the Acquirer undertake to replace the ineffective or invalid provision with a new provision that is as close as possible to the purpose and economic significance of the provision, which it shall replace.
- 10.4. The Provider is entitled to disclose the performance of this Service Agreement with the Acquirer under these General Terms and Conditions to his / her own presentation, for example as a reference.
- 10.5. The Provider and the Acquirer do not want, beyond the express provisions of these General Terms and Conditions, to have any rights and obligations derived from past or future practice established between the Provider and the Acquirer or from generally retained customs or customary practices in the sector relating to the subject of these General Terms and Conditions. In addition, the Provider and Acquirer acknowledge that they are not aware of any already established mutual business practices or practices.
- 10.6. In the event that the contractual penalty is reduced by the court, the right to compensation is maintained in the amount in which the damage exceeds the amount determined by the court as reasonable, without any further restriction.
- 10.7. The Provider and the Acquirer exclude the following provisions of the Civil Code: § 557 (rule contra proferentem).
- 10.8. For the avoidance of any doubt, the Provider and the Acquirer exclude the application of the provisions of § 1799 and § 1800 of the Civil Code (clauses in adhesion contracts). The Provider and the Acquirer declare that none of them is the weaker party.
- 10.9. The Provider reserves the right to modify or supplement these General Terms and Conditions. These General Terms and Conditions and Service Agreement replace any prior written and oral agreements and arrangements relating to the subject of these General Terms and Conditions.
- 10.10. The Contracting Parties will always strive for a friendly settlement of possible disputes arising out of the Service Agreement. If no amicable settlement of the dispute has been reached within 30 working days of its first notification to the other Contracting Party, either Contracting Party shall be entitled to bring its claim to the appropriate court.
- 10.11. The Provider unconditionally agrees to the publication of the full text of this contract in such a way that this contract may be the subject of an information provided within the meaning of Act No. 106/1999 Coll., on free access to information, as amended, and Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts and the register of contracts (the law on the register of contracts).



10.12. The Provider acknowledges and agrees that he is a liable person within the meaning of § 2 e) of Act No. 320/2001 Coll., on financial control, as amended. The Provider is obliged to fulfil the obligations arising for him as a person obliged by the aforementioned Act.

10.13. An integral part of these General Terms and Conditions is Appendix 1 - Service.

10.14. These General Terms and Conditions will become effective on [     ] 2017.

## **Annex no. 1 - Service**

### **Basic Version of the service:**

The service is provided in the form of SaaS (Software as a Service), i.e. there is no installation on the devices of the Acquirer or Authorized Users. The service is accessed through Internet browsers on devices of the Acquirer and Authorized Devices (computer, tablet, smartphone ...).

Providing the uni-buddy service in the Basic Version includes:

- The Provider shall create a cloud instance of the information system.
- The Provider shall make this instance available and accessible to Authorized Users designated by the Acquirer through access data.\*
- The Provider shall allow Authorized Users to use the functions of the instance (see below).

\*The Provider will allocate access data in the "Administrator" role to the person designated by the Acquirer during the initial registration of the Service. Administrators are allowed to assign additional roles within the scope of "Administrator", "Buddy Coordinator" and "Event Manager". The number of roles and their distribution is not limited. We recommend that the Service should be made available to the local student organization of the Erasmus Student Network (ESN) operating at the Acquirer's institution. The President, HR Manager or Buddy Coordinator of the ESN student organization should get assigned the role of "Administrator". The content and scope of rights of these roles is defined by the enabled features that are available through the Service's interface according to the relevant role.

Functions of the instance regarding "Buddy Programme":

- Registration and pairing of international students and local buddies
- Advanced pairing (keywords of interests and hobbies)
- Automatic email and system notifications
- System rules and restrictions (e.g. limited user access)
- Limit for the number of students per one local buddy

Functions of the instance regarding "User management":

- Management of local buddies and students (filtering, sorting & editing)

- Manual archiving of inactive buddies

Functions of the instance regarding "Customization":

- Name/title and logo
- Contact information

### **Extended Version of the service:**

The service is provided in the form of SaaS (Software as a Service), i.e. there is no installation on the devices of the Acquirer or Authorized Users. The service is accessed through Internet browsers on devices of the Acquirer and Authorized Devices (computer, tablet, smartphone ...).

Providing the uni-buddy service in the Extended Version includes:

- The Provider shall create a cloud instance of the information system.
- The Provider shall make this instance available and accessible to Authorized Users designated by the Acquirer through access data.\*
- The Provider shall allow Authorized Users to use the functions of the instance (see below).
- The Provider shall provide information system management, data backup, and security updates.

\*The Provider will allocate access data in the "Administrator" role to the person designated by the Acquirer during the initial registration of the Service. Administrators are allowed to assign additional roles within the scope of "Administrator", "Buddy Coordinator" and "Event Manager". The number of roles and their distribution is not limited. We recommend that the Service should be made available to the local student organization of the Erasmus Student Network (ESN) operating at the Acquirer's institution. The President, HR Manager or Buddy Coordinator of the ESN student organization should get assigned the role of "Administrator". The content and scope of rights of these roles is defined by the enabled features that are available through the Service's interface according to the relevant role.

Functions of the instance regarding "Buddy Programme":

- Registration and pairing of international students and local buddies
- Advanced pairing (keywords of interests and hobbies)
- Automatic email and system notifications
- System rules and restrictions (e.g. limited user access)
- Limit for the number of students per one local buddy
- Automatic buddy-student pairing suggestions based on mutual interests
- Regular automatic emails about newly registered students
- Five-star buddies rating

Functions of the instance regarding "User management":

- Management of local buddies and students (filtering, sorting & editing)

- Manual archiving of inactive buddies
- Automatic archiving of inactive buddies
- Export to MS Excel
- Complete logs of user actions & accesses
- Bulk mailing list system
- Statistical reports and per semester reports
- Creating, importing and managing events

Functions of the instance regarding "Customization":

- Name/title and logo
- Contact information
- Custom background at login page
- Social Networking - Facebook, Instagram, Twitter
- Custom disclaimers when registering a user
- Custom domain