

# TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE [WWW.TECHLOOP.IO](http://WWW.TECHLOOP.IO) BY THE HIRING COMPANIES

(the “T&Cs”)

## GENERAL TERMS AND CONDITIONS OF THE USE OF OUR WEBSITE

These T&Cs, together with the agreement (if concluded offline, as stipulated below) , contain basic rights and obligations of Quantiq s.r.o., identification no.: 032 57 550, with its registered office at Václavské náměstí 838/9, Nové Město, 110 00 Prague 1, the Czech Republic (the “**Provider**”) and any person making Job Offers through [www.techloop.io](http://www.techloop.io) (the “**Website**” and the “**Hiring Company**”) in order to attract any natural person seeking a job opportunities through Website, who has registered on the Website (the “**Job Seekers**”). The Privacy Policy conditions (attached hereto) form an integral part of the T&Cs.

The Provider is the operator of the platform techloop.io (available to the users in particular via the Website and/or other websites, as applicable), through which the Provider (i) operates an online marketplace connecting Job Seekers and Hiring Companies; and (ii) provides further related services to any natural or legal person using the services of the Provider (the “**Users**”) in accordance with the Provider’s current offer of on the Website (the “**Services**”).

These T&Cs govern the rights and obligations of the Hiring Company in relation to the use of Services of the Provider, as well as other related legal relationships.

## HOW TO USE OUR SERVICES

In order to be able to use the Services, each Hiring Company shall create its profile, i.e. webpage promoting the Hiring Company’s unique culture, team and projects and/or containing further information regarding the Hiring Company, in particular, the Hiring Company’s identification information, the information regarding Hiring Company’s activities and field, the information on authorised representatives of the Hiring Company with respect to the Website and the Services and further information (the “**Hiring Company’s Profile**”). All Hiring Companies’ Profiles, including all information contained therein, are available to all registered Job Seekers on the Website.

Each Job Seeker shall create his / her profile containing the information regarding Job Seeker’s personal information, professional skills, qualification, work experience and/or further relevant information (the “**Job Seeker’s Profile**”). The Job Seeker shall act under the chosen user name on the Website. The Job Seeker’s personal information shall not be available to the Hiring Company until the moment of making a Job Offer pursuant to these T&Cs.

If the Hiring Company likes the Job Seeker’s Profile, the Hiring Company can make a job offer to the Job Seeker (the “**Job Offer**”). The respective Job Offers made to the Job Seeker, if any, are accessible to the respective Job Seeker through the Website. Upon the Job Seeker’s decision, the Job Seeker may accept such Job Offer.

For avoidance of any doubts, if the Job Seeker accepts the particular Job Offer of the respective Hiring Company, it is the sole consideration of the Job Seeker and the Hiring Company whether they enter into the valid and effective employment agreement or other respective agreement as required by the specifics of the respective Job Offer, Hiring Company and/or intended contractual relationship (the “**Employment Agreement**”, and the respective contractual relationship under the Employment Agreement further as the “**Employment**”). For the purposes of this paragraph, the term “Hiring Company” shall also include any respective entity which shall conclude the Employment Agreement with the Job Seeker instead of the entity registered on the Website, such as Hiring Company’s specified

subsidiary. The Hiring Company acknowledges the acceptance of the respective Job Offer by the Job Seeker does not constitute a binding agreement between the Hiring Company and the Job Seeker and neither the Hiring Company nor the Job Seeker is bound to conclude the Employment Agreement. Both the Hiring Company and the Job Seeker might refrain from concluding the Employment Agreement at any time for any reasons, while the Provider bears no legal responsibility for the (not) doing so by any of the Parties. The Hiring Company further acknowledges the obligations of both the Hiring Company and the Job Seeker to compensate any potential damage caused by such behaviour to the other party pursuant to applicable law shall not be affected.

**In case the Hiring Company and the Job Seeker agree to conclude the Employment Agreement, the Employment Agreement is concluded by and between the Hiring Company and the Job Seeker outside the scope of the Website and the Services, i.e. the Provider shall not become neither shall be deemed as an intermediary nor a party of such Employment Agreement.**

Regardless of the career opportunities, the Job Seekers can further take coding challenges or perform other tasks available on the Website in order to demonstrate their skill to other Users, in particular to the Hiring Companies. The results of the above are available to the Hiring Companies through the Website.

**The Services consist solely in forming of the online marketplace connecting Job Seekers and Hiring Companies. The Services do not consist in mediation of job occupations and, therefore, the Provider does not act as a job occupations mediator, employment agency or any other intermediary between the Job Seekers and the Hiring Companies (in particular, such as the employment agency pursuant to the Act No. 435/2004 Coll., on Employment, as amended).**

The Provider reserves the right to (i) change the charges for use of Services anytime in the future and/or add new paid services to the Provider's offer of Services anytime in the future; (ii) amend the conditions of certain Services (including establishing eligibility criteria for certain categories of services) anytime in the future.

The terms and conditions of Services for Job Seekers are governed by a separate document (the "**Terms and Conditions for Job Seekers**").

## **HIRING COMPANIES**

By accessing the Website, by Registration or creating the Hiring Company's Profile or by any other use of the Website the Hiring Company becomes the user of the Website and is obliged to get familiar with these T&Cs.

The Hiring Company shall:

- be validly established and existing legal person or natural person (entrepreneur);
- have legal capacity necessary to conclude the Employment Agreement;
- possess all authorizations, licences and registrations (such as the trade licence and any other specific licences) necessary to conduct the activities the Hiring Company is engaged in;
- be registered within at least one of the European Union countries;
- act through the authorized representative within any activities in connection with the Website or the Services;
- not be bankrupt, not have been declared bankrupt, not have entered into liquidation proceeding, not be subject to a proposal to wind up the company and not be insolvent as well as not be aware of any facts that would lead to any of the above situations or to filing of any of the above proposals.

In order to be able to use all the Services on the Website, the Hiring Company shall register on the Website. In order to be registered, the Hiring Company shall submit an online request for registration through the Website (the “**Request**”). Upon submitting the Hiring Company’s Request, the Hiring Company may be registered on the Website subject to the fulfilling of the eligibility criteria and subject to the sole discretion of the Provider (the “**Registration**”). Once the registration is confirmed by the Provider (incl. confirmation on the Website), the Hiring Company and the Provider become the Parties to the online Agreement on Providing of Services, as it is stipulated in the section “the Online and the Offline Agreement” below.

At the moment of Registration, the company becomes the Hiring Company in meaning of the T&Cs. The Hiring Company’s explicit agreement to these T&Cs and to the Privacy Policy is a prerequisite for finishing the process of Registration and using the Website and Services. The Hiring Company’s agreement to the T&Cs shall be expressed by clicking the “sign up” (or similar) button located within the registration form. However, the Hiring Company’s obligation to comply with these T&Cs begins at the moment of accessing the Website, i.e. nothing in these T&Cs shall prejudice the User’s obligation to comply with these T&Cs even prior to submitting the Request and prior to the Registration on the Website (if applicable).

By expressing its agreement with the T&Cs, the Hiring Company expressly agrees and undertakes to comply with the rules stipulated therein, including any and all rules and further terms and conditions referred to by these T&Cs. The Hiring Company is not entitled to use either the Website or the Services if it does not agree with the T&Cs.

In order to be able to use the Website and the Services, the Hiring Company is required to create **Hiring Company’s Profile**. During the process of creation of Hiring Company’s profile, the Hiring Company is entitled to submit unique content (such as photos of the work place, testimonial of the Hiring Company’s employees etc.). The Hiring Company understands that some of the information provided within the Registration process can be regarded as personal data pursuant to the Act No. 101/2000 Coll., on Protection of Personal Data, as amended. Further information regarding the processing of the personal data and granting a consent thereto are contained in the Privacy Policy.

The Hiring Company is at any time entitled to change the information within the Hiring Company’s Profile. The Hiring Company (and exclusively the Hiring Company) shall be responsible for the accuracy, completeness, up-to-date and veracity and legality of the information within the Hiring Company’s profile and for any damage caused by the non-compliance with the above.

## **THE ONLINE AND THE OFFLINE AGREEMENT**

Upon Registration, the online Agreement on providing of Services is concluded by and between the Hiring Company and the Provider under the terms and conditions stipulated herein (the „**Online Agreement**“). Beside the Online Agreement, the written (offline) Agreement on Providing of Services (the “**Offline Agreement**”) between the Hiring Company and the Provider may be concluded, especially upon request of the Hiring Company. The Offline Agreement shall contain substantially the same rights and obligations between the Parties as the online Agreement on Providing of Services, except for the payments (fees scheme) as provided below in these T&Cs (the Online Agreement and the Offline Agreement hereinafter jointly as the “**Agreements**”). These T&Cs form an integral part of the Offline Agreement, and only in the case of discrepancies between the T&Cs and the Offline Agreement, the terms of the Offline Agreement shall prevail.

Any of the Agreements can be terminated by either the Provider or the Hiring Company by sending the written termination notice to the other party; such termination notice may be sent also online through the Website. Any of the Agreements is terminated at the moment of delivery of the termination notice pursuant to the previous sentence. For avoidance of any doubt, the termination of one of the Agreement(s) is considered as termination of both the Online Agreement and the Offline Agreements

(as the case may be). For avoidance of any doubts, the Hiring Company's registration on the Website shall be cancelled at the moment of termination of any of the Agreements (the "**Termination**").

## USER CONTENT

Unless indicated otherwise in these T&Cs, any and all content available through the Service (with the exception of the Website components itself) is provided by the Users and, therefore, such content shall be understood as the User Content.

Each User (and such User exclusively) shall be responsible for the User Content provided on the Website by such User. The Hiring Company declares it is entitled to place the User Content on the Website. The Hiring Company acknowledges and agrees that it is fully responsible for that the User Content provided by such Hiring Company is fully in compliance with these T&Cs and applicable legal regulations, as well as with the rights of the Provider, other Users and/or third parties.

Further, the Hiring Company is not entitled to:

- place on Website and/or send to other Users unsolicited commercial communication ("spam");
- place on Website any advertisement of such Hiring Company (unless stated otherwise by these T&Cs or by the actual offer of services of the Provider) or any advertisement of the third persons.

Unless indicated otherwise in these T&Cs or unless arising otherwise out of character of the particular User Content, the Hiring Company is entitled to delete the User Content provided by the Hiring Company.

The Provider does neither control nor analyze the User Content to any extent and in any way. With respect to the User Content placed on the Website by the Users the Provider shall be the information services provider pursuant to S. 5 of the Act no. 480/2004 Coll., on Certain Information Society Services, as amended (the „**Information Services Act**“). In line with the Information Services Act, the Provider is neither obliged to overview the User Content transmitted or stored by the Provider nor to actively seek the facts or circumstances indicating infringing User Content.

Upon the User's request, the Provider is entitled to allow categorization of the User Content placed by the Users and/or delete and/or modify the categorization of the User Content (in particular, as regards career opportunities, Hiring Companies' Profiles and/or Job Seekers' Profiles and their categorization). The activities of the Provider pursuant to the previous sentence shall not be considered to be to any extent control, analysis, redaction, categorization or other intervention with the User Content by the Provider.

The Hiring Company hereby grants to the Provider the license to use the photos, videos, pictures, testimonial of Hiring Company's employees, photos/pictures/videos of the Hiring Company's employees, text, descriptions and other material provided by the Hiring Company for a presentation purposes within the Hiring Company's profile, for the period of duration of the economic rights, unlimited in place, regarding both the User Content which is the copyrighted work in sense of the Copyright Act or other intellectual property of the Hiring Company and the User Content which is not protected by the above rights. The Provider shall be entitled to use the above specified User Content by any and all ways of use known at a given time, to use the User Content in the original or processed or otherwise changed form, separately or in a set or in connection with other User Content or other content. The Provider shall be entitled to grant the license in the same extent to any third party. The License pursuant to this paragraph shall be granted free of charge and shall be irrevocable.

The Hiring Company that has provided the particular User Content shall be liable for any and all harm incurred by the Provider with respect to such User Content. The Hiring Company hereby undertakes to fully indemnify the Provider for any and all harm arisen in the above way.

The Provider has the right at any time (even without prior notification) to delete or make unavailable any User Content, especially if (i) the User Content breaches the legal regulations or these T&Cs; and/or if (ii) the Provider for any other reason and at its sole discretion deems necessary or appropriate to delete or make unavailable particular User Content.

The Provider reserves the right to take necessary legal actions against the Hiring Companies that place the User Content infringing either the applicable legal regulations on the Website and/or these T&Cs.

With respect to the User Content infringing the legal regulations and/or these T&Cs, the Provider will take, immediately after the notification sent to the Provider's email address specified on the Website on such User Content (the "**Notification**"), all necessary steps which might be reasonably required on the Provider in order to delete or make unavailable such User Content.

## PAYMENTS

Unless specified otherwise herein, the Services are provided to the Hiring Company for a Fee specified and defined below in accordance with the Online Agreement and/or the Offline Agreement. The Hiring Company shall bear all its costs incurred by the Hiring Company in relation to the use of Services and/or access to and use of the Website (e.g. costs of communication services, such as Internet).

When concluding the Online Agreement, the Hiring Company shall pay Fee to the Provider under the following payment schemes:

- a) **One-time Fee**, which shall apply in case of the Employment Agreement concluded with: (i) the Job Seeker who becomes an employee of the Hiring Company based on the Employment Agreement working for the Hiring Companies for the defined weekly working time of forty (40) hours (the "**Defined Working Time**"); or (ii) the Job Seeker who will work for the company based on the Employment Agreement as self-employed with a fixed monthly remuneration. ;  
or
- b) the "**Pay-as-you-go Fee**", which shall apply in case of the Employment Agreement concluded with: (i) the Job Seeker who will work for the Hiring Company as self-employed with an agreed variable remuneration from the Hiring Company based on the issued invoices; or (ii) the Job Seeker who becomes an employee of the Hiring Company based on the Employment Agreement working for the Hiring Companies for less than Defined Working Time.

(the One-Time Fee and the Pay-as-you go Fee together as the "**Fees**" and each individually also as the "**Fee**").

**The One-time Fee.** The Provider is entitled to the One-Time Fee in case that the Job Seeker is contacted by the Hiring Company and they thereupon conclude the Employment Agreement (irrespective of the legal nature of the agreement between the Hiring Company and the Job Seeker). The One-time Fee is set to the amount of 15 % of the annual gross salary of the Job Seeker (or similar payment under the Employment Agreement), including 50 % of the annual bonuses and other discretionary bonuses, if applied, but no less than CZK 30,000,-.

The One-time Fee shall be paid within thirty (30) days after delivery of the invoice to the Hiring Company by bank transfer to the Provider's bank account. The invoice shall be delivered to the Hiring Company on the day on which the actual work under the particular career opportunity starts as specified by the Hiring Company in the presentation of the career opportunity.

The Hiring Company is entitled to full refund of the One-time Fee if within first three months of the Employment (i) the employment (or similar employment relationship established by the Employment Agreement (“**the Employment**”)) with the Job Seeker is terminated by the Job Seeker or (ii) the Job Seeker is dismissed based on the decision of the Hiring Company (the “**Employment Termination**”) and the Provider is notified by the Hiring Company of the Employment Termination in writing (the “**Refund**”). Such Refund shall be made by the Provider within thirty (30) days after the Provider receives the Employment Termination notification from the Hiring Company by bank transfer to the Hiring Company’s bank account specified in the Online Agreement. The Hiring Company shall not be entitled to any Refund under this paragraph in case the Job Seeker who terminated under letters (i) or (ii) above is directly or indirectly rehired by the Hiring Company in the period of twelve (12) months from the start of the Employment. In such case, the Hiring Company is obliged to repay the Refund obtained under this paragraph to the Provider within thirty (30) days after the rehiring occurs.

**The Pay-as-you-go Fee.** The Provider is entitled to the Pay-as-you-go Fee in case that the Job Seeker is contacted by the Hiring Company and they thereupon conclude the Employment Agreement (irrespective of the legal nature of the agreement between the Hiring Company and the Job Seeker) in which the Parties agree on the payment of the variable monthly remuneration, in the amount corresponding to the performed work. The Pay-as-you-go Fee is set to the amount of 25 % of the gross salary of the Job Seeker received in the respective month in which the work was performed (or similar payment under the Employment Agreement), but no less than CZK 30,000,-. The Pay-as-you-go Fee shall be paid by the Hiring Company for the period of 12 months starting by the day when the Job Seeker starts to work for the Hiring Company based on the Employment Agreement. If the Hiring Company hires more Job Seekers through the Project, it shall pay the Pay-as-you-go Fee for each month in which the Job Seekers were hired for at least one day, and for each of the Job Seekers separately.

Each Pay-as-you-go Fee shall be paid within thirty (30) days after delivery of the invoice to the Hiring Company by bank transfer to the Provider’s bank account. The first invoice shall be delivered to the Hiring Company on the day when the actual work under the particular career opportunity starts as specified by the Hiring Company in the presentation of the career opportunity.

The Hiring Company is not obliged to pay the Pay-as-you-go Fee for the months, in which the Job Seeker is not an employee or otherwise being hired by the Hiring Company, if it notifies the Provider about such fact.

The Hiring Company is obliged to regularly send to the Provider all of the invoices issued by the Job Seeker for the work performed for the Hiring Company based on the Employment Agreement, if such Job Seeker is self-employed. If the Hiring Company fails to do it, the Provider is entitled to the contractual penalty of CZK 5000,-, which is due in 15 days after the delivery of the written notification of the Provider.

The Fee applicable for the respective Hiring Company is agreed between the Hiring Company and the Provider under the Agreements, including mechanism to stipulate changes and/or exceptions to the chosen Fee with respect to particular vacancy (vacancies).

The Hiring Company shall inform the Provider on (i) concluding of any Employment Agreement with the Job Seeker; (ii) termination of the Employment Agreement by the Job Seeker or dismissal by the Hiring Company in case of breach of contractual or statutory duties of the Job Seeker under the Employment Agreement or under any applicable legislation if the above termination occurs within the first twelve months after the concluding of the Employment Agreement (if such happens within the first three months after the concluding of the Employment Agreement, the Hiring Company does not have to inform about the reason of the dismissal); (iii) the lapse of the first three months period of the Employment; (iv) identification of the entity which is concluding the Employment Agreement with the Job Seeker, should such entity differ from the Hiring Company; and (v) other required information as may be reasonably required by the Provider without undue delay after any of the above events occur,

however, no later than seven (7) business days after moment of its occurrence. The information pursuant to this paragraph shall be submitted by the Hiring Company online via form available on the Website within the Hiring Company's Profile or by sending to e-mail address INFO@TECHLOOP.IO.

The Hiring Company's obligations to pay the Fee(s) pursuant to this Section shall not cease to exist upon the Termination with respect to the Fees to which the Provider's claim had arisen prior to the Termination.

If the Fee is not paid within the respective due date, the Provider is entitled to charge the contractual default interest on late payment in the amount of 5 % p.a. from the day when the first Provider's request was sent to the Hiring Company, which shall be sent to the Hiring Company not earlier than two weeks after the due date of the respective payment, until the full amount due is paid by the Hiring Company. The right of the Provider to claim damages or their amount is not in any way affected by the payment of the interest on late payment by the Hiring Company.

If the Refund is not paid within the respective due date, the Hiring Company is entitled to charge the contractual default interests on late payment in the amount of 5 % p.a. from the day when the first Hiring Company's request was sent to the Provider, which shall be sent to the Provider not earlier than two weeks after the due date of the respective payment, until the full amount of the Refund is paid by the Provider.

The Provider reserves the right to change the Fees and/or the payment or other terms related to any payments made by the Hiring Company with respect to the use of the Website and the Services. Changes to the terms and conditions contained in the Online Agreement and in the Offline Agreement in the same time shall be made by mutual agreement of the Provider and the Hiring Company in written form. The parties expressly agree that such mutual written agreement pursuant to the previous sentence can be made also online through the Website.

## **RIGHTS AND OBLIGATIONS OF HIRING COMPANY**

The Hiring Company shall provide accurate, complete, true and up-to-date information at any time while using the Website and/or the Services. When communicating with other Users, the Hiring Company shall provide only true information, behave and act politely and respectfully.

The Hiring Company expressly declares and guarantees to the Provider that when conducting any and all activity within the Website or connected with the Services, the Hiring Company is represented by its authorized representative who is fully entitled to conduct the respective action(s) so that such action(s) is (are) fully binding on the Hiring Company.

Regardless of the nature of the relationship between the person representing the Hiring Company in connection with the Website and/or the Services (even if there is no such relationship at all) or regardless of any internal limitations on the authorization to act on behalf of the Hiring Company (if any), any Activities conducted by the Hiring Company's representative within the Website or in connection with the Services shall be considered to be carried out by the authorized Hiring Company's representative and shall be binding on the Hiring Company towards the Provider, other Users and/or third parties.

The Hiring Company shall comply with legal regulations and respect the Provider's and third persons' rights while using the Services. The Hiring Company shall not, in particular:

- use the Website and the Services contrary to these T&Cs;
- use the Website and the Services in a way capable of causing any harm to the Provider, other Users and/or third persons;

- change the content of the Website and/or the system which realizes the transmission from the Website to third persons, or interfere in any other way with the Website and/or the system which realizes the transmission from the Website to third persons, jeopardize or disturb their operation;
- gain personal data of other Users;
- use the mechanisms, software or other actions that could adversely affect the operation of the Website. The Website can be used solely to the extent not interfering with the rights of other Users or the Provider and in compliance with the purpose of the Website.

The Hiring Company shall not “circumvent” and/or attempt to “circumvent” the Website and the Services, i.e. shall not directly or indirectly liaise (and/or attempt to liaise) with the Job Seekers known to the Hiring Company as a result of using of the Website and/or the Services outside the scope of the Website.

The Hiring Company hereby declares its commitment to comply with applicable legal regulations related to the Employment (if any) established between the Hiring Company and the particular Job Seeker. The Hiring Company (and exclusively the Hiring Company) is responsible for:

- the content of the Employment Agreement and its compliance with the legal regulations;
- the compliance with any applicable legal regulations in case the Job Seekers with whom the Employment Agreement is concluded are of other than Czech nationality (the Provider does not arrange any affairs related to the Employment of foreigners);

The Hiring Company hereby accepts and understands that the Hiring Company (and exclusively the Hiring Company) is responsible for the process pertaining to seeking of the job opportunity by Job Seekers through the Website and the Hiring Company shall be responsible for any direct or indirect harm or damage incurred by the Job Seekers or third persons (if applicable) due to the above, in particular, due to changes and/or inaccuracy of the **Hiring Company’s Profile**.

The Hiring Company shall be liable for any direct or indirect harm or damage caused by the acts (or omissions) of the Hiring Company contrary to these T&Cs and/or legal regulations.

## **RIGHTS TO WEBSITE**

The Provider is the owner of the Website.

The Website constitutes a copyrighted work and a database in sense of the Copyright Act. The Provider performs any and all economic rights related to the Website.

The content of the Website shall not be stored, modified or spread unless the Provider grants a prior written consent to the above. Any economic rights relating to the Website shall not be performed by any other third persons without prior written approval of the Provider.

## **CONSEQUENCES OF INFRINGEMENT OF TERMS AND CONDITIONS**

If these T&Cs are breached by the Hiring Company, the Provider is entitled to (subject to Provider’s sole discretion): (i) restrict the rights of the Hiring Company and/or the scope of Services provided to the Hiring Company; and/or (ii) send a termination notice to the Hiring Company upon which the Termination occurs and prevent the Hiring Company’s access to the Website and further use of the Services.

This Section shall not affect the Provider’s right to (i) take necessary legal actions against the Hiring Companies for any breach of these T&Cs and/or applicable legal regulations; (ii) to claim any related



claims (in particular the claim for damages); and/or (iii) to claim any claims arising out of the Offline Agreement (in particular, the interests on delayed payments).

For avoidance of any doubts, the sanctions can be applied simultaneously by the Provider.

### **DISCLAIMER**

The Services are provided by the Provider “as they are” and the Provider does not provide any guarantees to the Hiring Company regarding the Services and/or the Website. In particular, the Provider does not guarantee that:

- the Website and the Services will be available continuously twenty-four hours a day, seven days a week;
- the Website and the Services will be fully functional throughout all time of providing of the Services;
- the Website and the Services will be provided free of errors;
- the User Content will be always available, will be complete, accurate and correct;
- the User Content will be backed up within the Website and will not be damaged, changed or deleted;
- the User Content does not violate the legal regulations and rights of Users and/or third persons.

The Provider shall not be liable for any direct or indirect harm or damage that may be incurred by the Hiring Company in connection with use of the Website or the Services. In particular, the Provider shall not be liable for any direct or indirect harm or damage caused:

- by (i) non-functioning, (ii) unavailability or (iii) bad availability, functioning or speed of the Website or the Services, (iv) by interruptions in operation and/or (v) failure in the Website or the Services;
- by access and use of the Website or the Services;
- by downloading of the User Content or other information published on the Website;
- by computer viruses;
- by loss of the User Content or other information of the Hiring Company;
- by unauthorized access to the User Content or other information of the Hiring Company;
- by misuse of the Website or the Services by the Users or third persons;
- by non-delivery, non-storage or loss of any User Content;
- by terminating of operation of the Website or Services.

The Provider shall not be responsible for the User Content and other information available within the Website that was provided and/or made available by the Users or third persons. The Provider shall not be responsible for any direct or indirect harm or damage incurred by the Hiring Company in connection with the access to the User Content or further information pursuant to the previous sentence or in connection with the use of the above.

The Provider shall not be responsible to any extent for any part of the process pertaining to offering the job opportunity through Website.

Clicking on the links on the Website may cause leaving the Website and redirecting to the websites of the third parties. The Provider shall not bear any responsibility with respect to the websites of the third parties and shall not indemnify the Hiring Company for any direct or indirect harm or damage incurred by the Hiring Company in connection with the websites of the third parties pursuant to the previous sentence. The Provider recommends to the Hiring Company to get familiar with the terms of use or other terms and conditions issued by providers of such websites of the third parties.

## FINAL PROVISIONS

The Provider reserves the right to terminate at any time and without compensation the operation of the Website and/or the providing of the Services.

The Provider reserves the right to restrict or terminate at any time the Hiring Company's access to the Website.

The Provider reserves the right to modify at any time and in anyway the Website, the Services, their scope and conditions, without prior notification to the Hiring Company. The Hiring Company hereby takes into account and agrees that such modification can affect or completely exclude the functionality of particular Services. The Provider shall not indemnify the Hiring Company for any direct or indirect harm or damage arising out of the above.

The Provider reserves the right to unilaterally change or amend at any time the wording of these T&Cs. The Provider shall inform the Hiring Company on the changes to the T&Cs within the Website or in any other appropriate form so that the Hiring Company is able to get familiar with the actual version of the Terms and Condition without unreasonable complications. The T&Cs shall become effective at the moment of their publication on the Website. Towards the particular Hiring Company, the changes of the T&Cs become effective only if the respective Hiring Company expresses its agreement to the amended Terms and Condition. Continuing to use the Website and the Services by the respective Hiring Company after the date specified by the Provider as the effective date of amendments to the T&Cs shall be considered to be the expression of the agreement to the amended version of the T&Cs. If the Hiring Company does not agree with the amendments of the T&Cs, it shall refrain from use of the Website and the Services after the date specified by the Provider as the effective date of amendments to the T&Cs; in such a case, the Hiring Company is entitled to serve a termination notice pursuant to these T&Cs.

The Hiring Company takes into account and agree that the rights and obligations pertaining to the Website and the Services pursuant to these T&Cs can be assigned to third persons in compliance with applicable legal regulations. The succession or assignment of the rights and obligations of the Provider shall not have any effect on the validity and effectiveness of these T&Cs.

If any of the provisions hereof is or becomes invalid or unenforceable, the provision having the meaning as close as possible to the meaning of the invalid or unenforceable provision shall replace the respective invalid or unenforceable provision. Invalidity or unenforceability of any provision shall not affect the validity and enforceability of the remaining provisions.

Any and all legal relationship arising out of or in connection with the Website and the Services and their use are governed by the laws of the Czech Republic, regardless of where the access to and the use of Website took place. All disputes between the Hiring Company and the Provider arising out of or in connection with the use of the Website and the Services by the Hiring Company shall be decided by the competent courts of the Czech Republic.

These T&Cs shall become effective on 01.01.2017.