



GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF CLEVERFARM SERVICES

1. **Introductory Provisions**

- 1.1. These General Terms and Conditions govern the legal relations between CleverFarm, a.s., with its registered office at Vídeňská 188/119d, 619 00 Brno, the Czech Republic, Company ID No.: 05215480, and the User, arising from the provision of Services and Hardware to the User.
- 1.2. These General Terms and Conditions are an integral part of the Service Agreement and other agreements (especially the Lease Agreement) which are concluded between the Provider and the User.

2. **Definition of Terms**

- 2.1. **Application** means a web application available after registration of the User on the website <https://app.cleverfarm.cz> or <https://app.cleverassets.cz>, or a mobile application that are operated by the Provider and serve the User to use the Services.
- 2.2. **Copyright Act** means Act No. 121/2000 Coll., the Copyright Act, as amended.
- 2.3. **Other User** means in particular the User's employees, its statutory representatives or any other persons cooperating with the User whom the User provides access to the Service and enables them to create a User Account.
- 2.4. **Hardware** means all tools, sensors or any other devices provided by the Provider to the User under these GTC in connection with the provision of Services.
- 2.5. **License** means the provision of the use rights to use the Service to the User.
- 2.6. **Lease Agreement** means a lease agreement concluded between the Provider and the User, the subject matter of which is the lease of the Hardware to the User. The Lease Agreement may be part of the Agreement or may be concluded separately. These GTC are an integral part of the Lease Agreement.
- 2.7. **Civil Code** means Act No. 89/2012 Coll., the Civil Code, as amended.

- 2.8. **Service Description** means a description of the functionalities of the Service offered by the Provider available on the website <https://www.cleverfarm.cz>.
- 2.9. **Provider** means CleverFarm, a.s., with the registered office at Vídeňská 188/119d, 619 00 Brno, the Czech Republic, Company ID No.: 052 15 480, incorporated in the Commercial Register under File B 7886 kept by the Regional Court in Brno.
- 2.10. **Service** means any service provided by the Provider to the User on the basis of the Agreement. The provision of the Service means the provision of the License, the provision of the SaaS service (software-as-a-service), and, if applicable, the provision of other related services (maintenance, servicing) to the extent described in the Service Description and the Agreement; the arrangements in the Agreement shall take precedence over the Service Description. The Provider currently offers the following Services: Farm Activity, Sensors, Precision Farming and Land Registry. Individual Services may be hereinafter referred to only by the above names of Services. The information on the already existing Services also applies mutatis mutandis to any other Services that the Provider will offer in the future.
- 2.11. **Agreement** means a contract for the provision of Services concluded between the Provider and the User. These GTC are an integral part of the Agreement.
- 2.12. **Contracting Parties** are jointly the Provider and the User.
- 2.13. **User** means any natural business person or legal entity that enters into an Agreement with the Provider and uses the Services or otherwise enters into legal relationships with the Provider through the Web Interface. The Provider does not conclude Agreements with consumers.
- 2.14. **User Account** means the account created by the User when registering on <https://app.cleverfarm.cz/signup>, or the user account created by the User for Other Users.
- 2.15. **Defect** means a condition when the Service or Goods do not correspond to the agreed or usual properties and parameters, including a situation when the Service is not available at all or its availability or quality has been limited compared to the agreed properties and parameters.
- 2.16. **GTC** means these general terms and conditions.

2.17. **Web Interface** is the interface located on the website <https://www.cleverfarm.cz>.

2.18. **Service Trial Operation** means the provision of any Service free of charge and to a limited extent (e.g. for a certain trial period). Detailed conditions are stated in the Service Description, on the Web Interface or in these GTC.

3. **User Registration, User Account**

3.1. The condition for the use of the Services is the registration of the User on the Web interface, specifically on the website <https://app.cleverfarm.cz/signup>.

3.2. Registration is done by filling out and submitting a web form. In this form, the User is obliged to fill in the correct and complete mandatory data about himself and other data necessary for opening the User Account and using the Services (e.g. data on the farm or land on which the User wants to use the Service).

3.3. The User is obliged to provide true and current data in the User Account during the use of the Service.

3.4. The Provider is entitled at any time to verify with the User the data specified in the User Account (by telephone, e-mail, etc.).

3.5. The Provider is entitled at any time in the future to change in connection with the provision of Services the scope of the data required during registration and to require the communication of further information about the User if this is required for legal reasons. If the requested data are not provided, the Provider is entitled to block the User Account and withdraw from the Agreement.

3.6. After submitting the registration form, the Provider will send a confirmation of the registration to the User's e-mail address specified in the registration form. The registration is completed and the User Account is established by delivering a confirmation of registration to the User's e-mail address.

3.7. The User is entitled to set up secondary User Accounts for Other Users within his User Account. However, the Provider reserves the right to allow the establishment of secondary User Accounts for certain Services only on the basis of the User's request.

3.8. The User is obliged to ensure observance of all conditions resulting from the Agreement as well as from these GTC also by Other Users. If Other Users

violate the conditions arising from the Agreement or these GTC, the User shall be responsible for this violation.

- 3.9. The User is not authorized to allow the use of his User Account by third parties, except for Other Users.
- 3.10. The Provider may cancel the User's User Account in the event that the User breaches its obligations arising from the Agreement or these GTC. The User acknowledges that in the event of cancellation of the User Account, all information entered by the User into the Service may be deleted.

4. Order, Conclusion of the Agreement

- 4.1. On the Web Interface, the Service Description lists the features and functions of each Service offered by the Provider. The presentation of Services provided on the Web Interface is of an informative nature and is not a proposal of the Provider to conclude an agreement in the sense of Section 1732 (2) of the Civil Code.
- 4.2. The Agreement can be concluded in the form of a mutually signed document. Furthermore, the Agreement may also be concluded at the moment the Provider's confirmation of the User's order is delivered to the User's e-mail address specified in the User Account. The Order can be placed through the Web Interface, User Account or by e-mail or telephone communication with the Provider.
- 4.3. The User acknowledges that the Provider is not obliged to enter into the Agreement and reserves the right not to enter into the Agreement with Users who have previously materially breached the Agreement or these GTC.

5. Provision of Services

- 5.1. The Provider operates the Farm Activity, Sensors, Precision Farming and Land Registry Services on the Internet at <https://www.cleverfarm.cz> and <https://www.cleverassets.cz> and their subdomains. These Services are provided in the "SaaS" mode (i.e. software-as-a-service).
- 5.2. The User's access to the Service is enabled by means of an Internet browser through on-line access via the Internet or through a mobile application, and is only possible through User Accounts protected by a username and a password.

- 5.3. The Provider guarantees the level of availability of the Services at 95%. The level of availability is measured on a monthly basis through the Provider's monitoring system for each of the Services separately.
- 5.4. The User acknowledges that the Provider is entitled to limit or completely suspend the provision of Services due to planned server downtime due to the maintenance of the server. Server downtime due to maintenance:
- 5.4.1. shall always last for a maximum of 60 minutes;
- 5.4.2. shall always be published in advance in the Application or notified to the User by e-mail;
- 5.4.3. shall take place no more than once a calendar week, unless this is prevented by serious operational reasons on the part of the Provider.
- 5.5. Restriction or suspension of the provision of Services pursuant to paragraph 5.4 hereof is not considered unavailability of the service in the sense of the guaranteed level of availability specified in paragraph 5.3.
- 5.6. The Provider is not liable for malfunctions of the Service caused through no fault of the Provider, especially due to failures of third party services that are integrated into the Provider's Services (incl. Provider's signal services and connectivity to the Provider's Services and Hardware), power outages, data network outages, other defects caused by third parties or force majeure. However, the Provider shall use its best endeavours to ensure that the Service is restored as soon as possible. In the event that the outage lasts longer than twenty-four (24) hours, the Provider shall inform the User via e-mail. The User acknowledges and agrees that the period for which the Service is inoperative under this paragraph of the GTC shall not be counted for the purposes of the level of availability according to paragraph 5.3 of the GTC.
- 5.7. The User agrees that the Provider may also provide Services through third parties.

Updates

- 5.8. The Provider is entitled to modify, update or improve the Services without the prior consent of the User to the extent and at the time determined at the Provider's discretion.

- 5.9. New Services or functions, features or modules of existing Services are not automatically included in the User Update. The updating of the Services for the User and the provision of new Services or functions, features or modules of the existing Services depends on the Provider's decision.
- 5.10. The User acknowledges that cooperation with other software may be necessary for proper use of the Services. Use of this additional software is governed by special contractual arrangements with right-holders of the software. The Provider is not responsible for the seamless connection of the Services to third party software.

6. Service Trial Operation

- 6.1. The Provider enables Service Trial Operation in order to test the functionality of the Services to the User.
- 6.2. Service Trial Operation requires prior registration of the User in the sense of Article 3 of the GTC and the sending of a request to enable the Service Trial Operation. The Provider is not obliged to comply with the request for enabling the Service Trial Operation.
- 6.3. The User is entitled to gain access to the Service Trial Operation only during the first test of the Service functionality. If the Provider finds out that the User repeatedly tries to gain access to the Service Trial Operation (either through the User Account or by creating new User Accounts), the Provider is entitled not to comply with the request for enabling Service Trial Operation, or to terminate the User Account.
- 6.4. The Service Trial Operation is provided to the extent specified by the Provider. The Provider is entitled to unilaterally modify this scope at any time or not to provide the Service Trial Operation.
- 6.5. In the case of Service Trial Operation the following provisions of the GTC shall not apply: Articles 4, 5, 9. The rest of the GTC shall also apply to the Service Trial Operation, unless this article contains a different regulation or if it does not contradict the purpose of the Service Trial Operation.
- 6.6. Service Trial Operation is provided to the User for a period of 30 days, unless the Provider determines otherwise or the Provider and the User agree otherwise. Service Trial Operation shall end by lapse of this period. The Provider is entitled

to terminate the Service Trial Operation Agreement at any time unilaterally, even without giving a reason.

- 6.7. The User acknowledges that the Provider is in no way responsible for the availability of data stored by the User in the Application when using the Service Trial Operation. If the Contracting Parties enter into the Agreement for the paid version of the Services no later than 5 working days after the expiration of the Service Trial Operation, the data stored by the User during the Service Trial Operation will be transferred to the paid versions of the Services covered by the Agreement.
- 6.8. The User acknowledges that after the expiry of the period according to paragraph 6.7 of the GTC, the data stored by the User during the Service Trial Operation will be permanently deleted. The User will be informed about the impending termination of the Trial Operation of the Services and about the deletion of data.

7. User's Rights and Obligations

- 7.1. The User undertakes to use the Services only to the agreed extent and in such a way that the use is not in conflict with generally binding legal regulations.
- 7.2. The User is obliged to check the functionality of the Services without undue delay after being available.
- 7.3. The User undertakes to use the Services only through the Application or in another manner recommended by the Provider.
- 7.4. The User is fully responsible for the use of the Services and any actions taken by the Other Users. The User is obliged to ensure that all other Users follow the provisions of these GTC. The User is fully responsible for maintaining the security and confidentiality of User Accounts, especially access data to them.
- 7.5. By registering, the User declares and undertakes:
 - 7.5.1. not to attempt to gain unauthorized access to the Services, to the User Accounts of other Users, to the Provider's servers or to the Application;
 - 7.5.2. not to prevent access to the Services to other persons or allow third parties who are not authorized to access the Services;

- 7.5.3. not to misuse, block, modify or copy any part of the Services or attempt to disrupt the stability, operation or data of the Services;
- 7.5.4. to respect the rights of the Provider and third parties when using the Services, especially when dealing with intellectual property.
- 7.6. In the event that the User violates the obligations under this article of the GTC, he undertakes to compensate the Provider in full for the damage resulting therefrom.

8. User Content

- 8.1. The User is responsible for all information, materials, works (including copyrighted works) or any other data uploaded through the Application to servers operated for the purpose of providing the Services. The rights to this content belong to the User. The Provider is not responsible for any defective content of such data and is not obliged to supervise their content or actively search for circumstances pointing to illegal content.
- 8.2. The User undertakes not to upload, send or otherwise store on servers operated for the purpose of providing the Services content that could contain a virus or other software that could destroy, damage or limit the functionality of the Services in relation to the Provider or other Users, as well such as content that is illegal, content that is tampered with by third party copyrights, or is associated with criminal activity.

9. Customer Support, Service

- 9.1. Customer support and service is provided to the User by a certified commercial agent who operates in the territory of the User's state.

10. Other Rights and Obligations of the Contracting Parties

- 10.1. The Provider is entitled to use the business name, title or the name of the User for marketing purposes as a so-called reference in all types of promotional materials.
- 10.2. If the User wishes to import land information into the Services upon registration of the User Account, and provided that the Provider allows such automated import for a particular Service, the User must provide the Provider

with clear information about the boundaries of the land and any cooperation necessary to clearly identify and import land information into the Services.

10.3. The User agrees that all correspondence may be delivered to him via the User Account or to the User's electronic address specified in the User Account.

11. **License Agreement**

11.1. The User acknowledges and agrees that the Services are operated and provided by the Provider as "SaaS" (software-as-a-service). Therefore, the User does not purchase or otherwise acquire ownership of the software itself which is provided within the Service, but uses the Service consisting of access to software located on the Provider's servers, for the period of providing the Services and for an agreed price (this software for the purposes of this article of the GTC hereinafter also referred to as the "**Subject of the License**").

11.2. The User acknowledges that the Provider has all the copyright and other intellectual property rights to the Subject of the License. The User is therefore obliged to use the Services and the Subject of the License only within the scope of the granted License.

11.3. In addition to accessing the Subject of the License, the Provider shall ensure the operation of the Subject of the License and its operation on the Provider's servers (hosting services) under conditions specified below.

11.4. The User acknowledges that the Subject of the License, including its functionality, may change during the term of the Agreement.

11.5. By concluding the Agreement, the Provider provides the User with a non-exclusive right to exercise the right to use the Subject of the License (License) in the sense of Section 2358 et seq. of the Civil Code and the Copyright Act.

11.6. The License is granted under the following conditions:

11.6.1. The License is limited in time to the duration of the obligations under the Agreement.

11.6.2. The User is allowed to use a copy of the Subject of the License made on the Provider's servers. In particular, the User is able to use a copy of the Subject of the License which is necessary to load and store the Subject of the License in the computer - server memory, as well as for displaying, operation and transmission in the Internet. The User is

entitled to exercise the authorization pursuant to this paragraph of the GTC exclusively through the Provider on the servers specified by the Provider.

- 11.6.3. The License is intended only for the proper use of the Subject of the License in the sense of the Agreement and these GTC and in accordance with the determination of the Subject of the License; in particular, any change, modification, publication, download or distribution of the Subject of the License, use of the Subject of the License through automatic processes or robots, reproduction of the Subject of the License for the purpose of its distribution, extension or communication of the Subject of the License to third parties, its rental or lending shall not be deemed a proper use, unless the Provider gives the User explicit written consent therefore.
- 11.6.4. The License is provided without territorial restriction, while the location of the Provider's server on which the Subject of the License will be stored is fully at the Provider's discretion.
- 11.6.5. The License is limited to the maximum number of active Users (i.e. User Accounts through which the Services can be used). The maximum number of active Users is agreed in the Agreement as the number of licenses. If not agreed, it shall apply that the License is limited to 3 active Users.
- 11.6.6. The User is not entitled to grant a sub-license to the License to a third party or to assign the License without the prior written consent of the Provider.
- 11.6.7. The User is not obliged to use the License.
- 11.7. The License also applies to all modifications, updates, improvements, or other modifications of the Subject of the License and Services made by the Provider and available to the User.
- 11.8. The User is not entitled to receive the source code of the software that is the Subject of the License, to view, change, modify, decompile or otherwise interfere with the source code. The User is not entitled to create, obtain or reproduce any copies of the Subject of the License and the Services, in particular he may not obtain the source code in any way. The User is not

entitled to incorporate the Subject of the License into other software equipment without the prior written consent of the Provider. The User is not entitled to circumvent, remove or limit the mechanisms used to protect the rights of the Provider and any information regarding the copyright to the Subject of the License.

- 11.9. The fee for the provision of the License is included in the price paid by the User for the Services within the meaning of Article 14 of the GTC.
- 11.10. Breach of any of the User's obligations set forth in this Article of the GTC shall be considered a material breach of the Agreement.

12. Provision of Hardware

- 12.1. The Provider, together with the provision of Services, may provide the User with Hardware intended to operate in conjunction with the provided Services. The conditions for the provision of Hardware are governed by the Lease Agreement, or the provisions of this article of the GTC.
- 12.2. The User acknowledges that without the provision of Hardware, it may not be possible to provide the Service by the Provider.
- 12.3. The Provider shall provide the User with hardware for temporary use (lease), unless the Parties agree otherwise, under the conditions defined below and in the Lease Agreement.
- 12.4. The Provider leases the Hardware to the User, including all components and accessories, and the User takes over the hardware for use and undertakes to pay the Provider a rental fee for it in the amount specified in the Lease Agreement.
- 12.5. The Provider is obliged to hand over the Hardware to the User within the period specified in the Lease Agreement, otherwise within 14 days from the conclusion of the Lease Agreement. The handover protocol or other document confirming the handover shall be drawn up and signed by the Parties on the handover and takeover of the Hardware.
- 12.6. The User declares that he properly inspected the Hardware and got acquainted with the state of the Hardware prior to the conclusion of the Lease Agreement.

- 12.7. If the Lease Agreement is also an Agreement within the meaning of Article 2 of these GTC, the User may withdraw from the Agreement only in the part relating to the Hardware (i.e. the provision of Services may continue to be maintained independently of the Hardware, in the case of Services for which the provision of the Hardware together with the Service is not a necessary condition).
- 12.8. The User is not entitled to sub-lease or otherwise provide the Hardware to a third party without the prior written consent of the Provider. Other Users are not considered third parties for the purposes of this agreement.
- 12.9. The user undertakes to keep the Hardware in a technically perfect condition (except for normal wear and tear) and to take care of it so that it is not damaged. In particular, he is obliged to use the Hardware to the extent given by the nature of the Hardware, in accordance with the relevant legal regulations and recommendations of the Provider, the manufacturer or supplier of the Hardware and to perform maintenance or service of the Hardware, if necessary. In the event of non-compliance with these obligations, the User is liable for damage, the Provider is not obliged to perform maintenance, repair or replacement of the Hardware and at the same time the Provider is entitled to withdraw from the Lease Agreement.
- 12.10. The User acknowledges and agrees that the Hardware service always takes place at the Hardware manufacturer or authorized Hardware dealer, unless the Contracting Parties agree otherwise or unless the Provider informs the User of another Hardware service procedure when concluding the Lease Agreement. The User undertakes to provide Hardware service at the manufacturer or authorized dealer at his own responsibility and costs.
- 12.11. If the User withdraws from the Lease Agreement less than 3 months after the start of the lease of the Hardware, the User undertakes to pay the Provider the amount stated in the Lease Agreement as a flat-rate compensation of the Provider's costs, otherwise the amount corresponding to 80 % of the monthly rental fee.
- 12.12. Upon termination of the Lease Agreement, the User is obliged to return the Hardware to the Provider at the latest on the last day of the billing period for which the User paid the rental fee. The User shall return the Hardware to the

Provider at his own expense, including the complete accessories, documents, keys, codes and other documents relating to the Hardware, to the address of the Provider's registered office, unless the Provider specifies otherwise, and in a state corresponding to normal wear and tear.

12.13. If the User fails to return the Hardware by the last day of the billing period, the Provider is entitled payment of a contractual penalty of 1/30 of the monthly rental fee for the non-returned Hardware for each day of non-return of the Hardware until the date of the actual return of the Hardware to the Provider.

12.14. For the rest, the other provisions of these GTC shall apply mutatis mutandis to the provision of Hardware.

13. **Confidentiality**

13.1. The Contracting Parties are obliged to keep confidential all information concerning business secrets of the other Contracting Party as well as information concerning business activities of the other Contracting Party with respect to any third party. This obligation is not affected even in the event of termination of the contractual relationship established by the Agreement or the Lease Agreement.

13.2. Information on business activities means all information of a commercial, accounting, financial, strategic, marketing and technical nature, of which the other Party becomes aware in connection with the performance of rights and fulfillment of obligations under the Agreement, the Lease Agreement or these GTC, unless such information is publicly available.

13.3. The User is responsible for maintaining confidentiality also to the extent specified in this article of the GTC by Other Users.

14. **Price of Services and Method of Payment**

14.1. The price for the Services is payable in advance for the entire billing period. Unless otherwise agreed in the Agreement, this billing period shall always be 1 month.

14.2. The User shall always pay the price for the Services in advance no later than on the last day of the calendar month preceding the following billing period.

- 14.3. Information on payment by transfer to the Provider's account, including the Provider's account number and the variable symbol of the payment, shall be received by the User in payment instructions displayed within the User Account or sent by the Provider to the User's e-mail address specified in the User Account. The User is obliged to make payments for the Services in accordance with these instructions and together with the variable symbol of the payment.
- 14.4. The Provider is a VAT payer. In the event that it is stipulated by generally binding legal regulations, VAT or other similar tax will be added to the Provider's remuneration.
- 14.5. Regarding payments made by the User, the Provider shall issue a tax document (invoice) to the User, always after payment of the price for services. The Provider shall issue the tax document (invoice) in the User Account or send it in electronic form to the User's e-mail address specified in the User Account.
- 14.6. In the event that the User is in delay with payment of the price for Services, the Provider shall be entitled, for each commenced day of delay, to default interest of 0.05 % of the outstanding amount per day for each commenced day of delay. If the User is in delay with the payment of the amount charged for more than 15 days, the Provider is entitled to limit or suspend the provision of Services until the full amount is paid. The Provider shall rescind the restriction or activate the Service within 2 working days of the full payment of the outstanding amount. During the period of restriction or suspension of the provision of Services, the User is obliged to pay the price for the Services.

15. **Period of Provision of Services**

- 15.1. The Services shall be provided for the duration of the obligations under the Agreement (i.e. for the period for which the Service or Services will be ordered by the User).
- 15.2. Unless agreed otherwise, the Agreement is concluded for an indefinite period.
- 15.3. The User is entitled to a refund of a proportional part of the prepaid Price for the Services in the event that the provision of the Services is terminated before the expiry of the period for which the Price is prepaid due to a reason

on the part of the Provider; in other cases the prepaid Price is not refundable. The amount of the returned part of the Price for the Services is determined on the basis of the ratio of the unused paid period of providing the Services to the already used paid period of providing the Services in the specific billing period.

16. Termination of the Agreement

16.1. The Agreement may be terminated on the basis of a written agreement of the Contracting Parties.

16.2. The Agreement may be terminated for any reason or without giving a reason by written notice of any of the Contracting Parties. The notice period is 1 (one) month, starting on the first day of the calendar month following the calendar month in which the notice was delivered to the other Contracting Party, and ending on the last day of this calendar month.

16.3. The User is entitled to withdraw from the Agreement in the event of a material breach of the Agreement or the GTC by the Provider. In particular, the following are considered to be a material breach:

16.3.1. the Provider's delay with the provision of the Services for more than thirty (30) days;

16.3.2. failure to remove the Critical and Urgent Defects of the Services within the meaning of paragraph 9.4 even within 14 days of the notification of such defects;

16.3.3. breach of the confidentiality obligation pursuant to Article 13 of the GTC.

16.4. The Provider is entitled to withdraw from the Agreement in the event of a material breach of the Agreement or the GTC by the User. In particular, the following are considered to be a material breach:

16.4.1. the User's delay with the payment of the price for Services for more than thirty (30) days;

16.4.2. breach of the obligations set out in Articles 7, 8 and 10 of the GTC;

16.4.3. breach of the confidentiality obligation pursuant to Article 13 of the GTC.

16.5. Withdrawal is always effective only in the future.

17. Liability for Damage

17.1. The User acknowledges that the Services and Hardware are not suitable for use in operations where greater or more serious damage may occur and that the Provider is not responsible for the results of the activity for which the Services are used and for any damage during these activities and generally incurred when using the Services or Hardware by the User or third parties in connection with the functioning or defects of the Services and Hardware. The User acknowledges that errors may occur during the use of the Services and that the Services and Hardware provide only information to support the User's decision-making.

17.2. The Contracting Parties exclude the application of the provisions of Section 2952 of the Civil Code. The Provider shall not be liable for indirect damage resulting from the provision of the Services, i.e. in particular for lost profit, loss of sales, loss of data, financial or indirect, special or consequential damage.

17.3. By concluding the Agreement, the User acknowledges that even with the Provider's maximum efforts, short-term unavailability of the Service, which may be caused by circumstances outside the scope of the Provider's influence, cannot be ruled out. The User therefore agrees and undertakes that all data that will be stored by him within the Service will be available also from another source.

18. Changes to the GTC

18.1. The Provider is entitled to change these GTC if the need for such a change arises, for example as a result of the need to change or re-adjust the rights and obligations of the Contracting Parties in connection with a change in legislation or market conditions. The User will be informed of any change to the GTC on the website www.cleverfarm.cz and, if applicable, by e-mail sent to the e-mail address specified in the User Account, no later than 30 days before the proposed effective date of the change to the GTC.

18.2. If the User does not agree with the proposed change of the GTC, he is entitled to terminate the Agreement, no later than 15 days before the date of the

proposed change of the GTC; in the event of termination of the Agreement by the User, the Agreement shall end on the expiry of the last day preceding the effective date of the proposed change to the GTC. If the User does not terminate the Agreement within the given time limit, it is deemed that he agrees with the change to the GTC.

19. Information on the Processing of Personal Data

- 19.1. When providing the Services and Hardware, the Provider may process the User's personal data (in the case of a natural person) and personal data of Other Users whom the User allows to use the Services and persons acting on behalf of the User in connection with the performance of the Agreement.
- 19.2. The Provider will process such personal data mainly for the purposes of fulfilling the Agreement and ensuring the provision of Services.
- 19.3. The Provider undertakes to process personal data in accordance with Regulation (EU) 2016/679 on the protection of personal data (GDPR), Act No. 110/2019 Coll., on the processing of personal data, as amended, or in accordance with any regulations stipulating obligations to protect personal data.
- 19.4. More detailed information on the processing of personal data is available in the documents Principles of Personal Data Processing and Declaration on the Use of Cookies, which are located on the website <https://www.cleverfarm.cz>.
- 19.5. The User is obliged to ensure that the personal data of Other Users whom the User allows to use the Service and of persons acting on behalf of the User in accordance with the performance of the Agreement are provided to the Provider in accordance with GDPR and the Personal Data Processing Act and that the relevant persons are informed that their personal data are passed on to the Provider and for what purpose.

20. Final Provisions

- 20.1. The rights arisen to the User from the Agreement and these GTC may not be transferred to a third party without the prior written consent of the Provider.
- 20.2. If any provision of these GTC, the Agreement or the Lease Agreement becomes or is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of their other

provisions. In such a case, the Contracting Parties are obliged to make every effort to conclude an amendment to the Agreement or the Lease Agreement, which will replace the invalid or unenforceable provision with a new one, which will correspond to the originally intended purpose.

- 20.3. The Contracting Parties agree that in the event of disputes concerning the obligations arising from these GTC, the Agreement, the Lease Agreement or the legal relations arising in connection therewith, they shall make reasonable efforts to resolve these disputes by mutual agreement.
- 20.4. The Contracting Parties agree that the applicable law for relations arising from these GTC, the Agreement, the Lease Agreement or for legal relations arising in connection with these agreements (including obligations to compensate for damage or to issue unjust enrichment) is the law of the Czech Republic (with the exception of conflict-of-law rules of private international law).
- 20.5. The courts of the Czech Republic that are locally competent according to the registered office of the Provider shall have jurisdiction to resolve disputes concerning the obligations arising from these GTC, the Agreement, the Lease Agreement or obligations concerning legal relationships arising in connection with these agreements (including obligations to compensate for damage or to issue unjust enrichment). The jurisdiction of other courts shall not be accepted.

These GTC are available on the website <https://www.cleverfarm.cz>, take effect on 16 March 2020 and cancel any previous GTC.