bluTacho General Business Terms

By registering and using the bluTacho application, the Acquirer expresses their consent to the general business terms and conditions specified below (hereinafter the 'VOP/GBT').

These General business terms apply to the Contract and to all following agreements between the Provider and the Acquirer related to bluTacho application whereas these General business terms are specifically included into the Contract and agreements.

It is agreed that no general terms or other conditions and terms will be applied to the Acquirer.

1. Definition of basic terms

Unless specified otherwise, the following terms and expressions contained in these general business terms shall have the following meanings:

Provider refers to **DC NEST a.s.**, registered address Prague 10, Korunní 1208/74, Vinohrady, 101 00 Prague 10, Company ID: 06268102, registered in the Commercial Registry maintained by the Municipal Court in Prague, Section B, Insert 22686, which is the owner of the applicable copyrights related to the Software.

Acquirer refers to an entrepreneur or a legal entity allowed to use the Software for business activities and based on the applicable contract.

User refers to a natural person authorised by the Acquirer to access the Software and to use the Software after logging into his or her User account.

Contract refers to a contract concluded between the Provider and the Acquirer defining the provision of the Software licence. A Contract may be concluded in the following way: 1. by filling out the electronic registration form available at the Website of the Provider, or 2. in written form. The Contract consists of the given contractual form and applicable annexes, including these general business terms for the bluTacho application, and theGeneral Data Protection Regulation and data processing agreements.

The **VOP/GBT** defines the mutual rights and obligations between the Provider and the Acquirer while providing the Software based on the given Contract. Different provisions of the Contract take precedence over the VOP/GBT.

Licence refers to a non-exclusive and non-transferable right to use the Software properly in the given territory and for the agreed time and under the conditions specified in the Contract.

Software refers to the bluTacho application used by professional drivers and companies providing over-the-road freight forwarding services. Software streamlines the fulfilment of driver/company obligations. The application consists of mobile and server sections.

Instance refers to the account of the Acquirer opened in bluTacho. The Instance is opened by filling out and by sending the registration form available at the Website of the Provider.

Administrator account refers to the account created by the Acquirer for the purpose of maintaining the relevant Instance and User accounts.

User account refers to the account created by the Acquirer necessary for the use of the bluTacho application together with its individual Instance access data.

API connector refers to a software interface allowing the user to process third-party data inside the bluTacho server section.

Fee refers to a payment (licensing fee) for the use of the Software during the given Accounting period.

Accounting period refers to one calendar month, except for the first and the last Accounting periods which may be shorter. The first Accounting period shall begin on the day when the paid Software use has been activated and shall end on the last day of the given calendar month during which the software was used. The last Accounting period represents a calendar month during which the use of the Software was terminated in line with the Contract.

Account/Instance cancellation refers to a termination or deletion of one or all User accounts and all data related to the cancelled account(s).

Force majeure refers to any event occurring irrespective of the will of the contracting party and preventing the party from fulfilling its contractual obligation, unless it may be reasonably assumed that the affected party would be able to divert or overcome the obstacle/event or its consequences, including, for example, interruptions in the supply of telecommunications, electric power, or mobile communication services, and delayed or incomplete deliveries from suppliers of the Provider including situations and circumstances which cannot be justifiably attributed to the Provider's fault and which resulted in a failure to provide products or services of third parties necessary for proper performance of the Contract by the Provider.

Website of the Provider refers to the website located at https://www.blutacho.com/.

2. Software trial period

1. Based on the concluded Contract, the Provider shall provide the Acquirer with the right to fully use the Software for the agreed time free of any charge, allowing the Acquirer to get acquainted with the Software functions. The trial period shall begin when the Instance is first opened in the bluTacho application.

2. Should the Acquirer decide to continue using the Software after the trial period expires by converting the Instance from the trial mode to the paid user mode, the data of the Acquirer entered in the Software will be preserved. Should the Acquirer decide not to continue using the Software after the trial period expires, all data entered by the Acquirer in the software will be deleted after sixty (60) days following the expiry of the trial period.

3. Scope of the use of the Software during the trial period:

   a) time: 30 days after the Instance is first opened, unless the Contract specifies otherwise;

   b) territorial restrictions: none;

c) volume: based on the number of opened/created User accounts.

4. All obligations and restrictions agreed in the Contract, except for those which apply only to the paid user mode, also apply to the use of the Software by the Acquirer during the trial period.

5. Trial period shall end: 1. upon expiry of the agreed term; before the agreed term expires the trial period ends 2. when the Instance is transferred to the paid user mode,

   3. upon Contract termination.

6. The User may use the software interface to activate the paid user mode at any time during the trial period, but no later than within thirty (30) days after the trial period expires. By activating the paid user mode, the Acquirer agrees to continue using the Software for a fee.

7. The Acquirer is not allowed to repeatedly use/misuse the trial period to avoid paying the relevant fees. Should the Provider find out that the Acquirer had already opened an Instance in bluTacho in the past and had used the trial period without transferring to the paid user mode, the Provider is entitled to terminate the Instance immediately.

3. Paid use of the Software

1. Based on the concluded Contract and after activating the paid user mode and by paying the applicable fee, the Provider offers to the Acquirer the right to use the Software within the following scope:

   a) time: time period defining the Contract;

   b) territorial restrictions: none;

   c) volume: based on the number of opened/created User accounts.

4. Price and payment terms

1. Using the Software in the paid user mode requires the Acquirer to pay the Provider a Fee. The Acquirer is aware of the fact that the obligation to pay the Fee does not depend on the actual use of the Software by the Acquirer during the relevant Accounting period nor it is dependent on the scope of the use. Unless specified otherwise, the Acquirer is obligated to pay the entire Fee for each commenced calendar month the software is enrolled in the paid user mode.

2. The amount of the Fee is established: 1. based on the current price list of the Provider published at the Website of the Provider if the Software is used based on a Contract concluded electronically; 2. based on the Contract if the Software is used based on a written Contract. The amount of the Fee for the given Accounting period is calculated based on the number of created User accounts of the Acquirer and based on the price of a single User account.

3. Prices are shown without VAT in Czech crowns or in euros.

4. By paying the Fee the Acquirer has the right to use the Software for the given Accounting period.

5. The Fee is to be paid on a monthly basis and based on an invoice payable within fourteen (14) days after the invoice issuance. The Provider shall send invoices to the Acquirer electronically by sending them to the email address of the Acquirer provided during the Instance registration process.

6. Should the Acquirer be late with the payment of the Fee, the Acquirer shall pay to the Provider a contractual penalty equal to 0.05% of the amount due for each commenced day of delay. Payment of the contractual penalty shall not impact the right of the Provider to receive reimbursement for damage caused by the violation covered by the given penalty.

7. Should the Acquirer be late with the payment for the Fee for more than fifteen (15) days, the Provider is entitled to cancel the Software Instance of the Acquirer. A cancelled Instance may only be renewed based on an agreement with the Provider.

8. Should the Acquirer be late with the payment of the Fee for more than sixty (60) days, the Instance in the Software will be irreversibly deleted including all data related to the Instance.

5. Rights and obligations of the Acquirer

1. The Acquirer is fully liable for the data and content processed by bluTacho and undertakes to use the Software in line with the applicable legislation of the Czech Republic.

2. The Acquirer is obligated to introduce the VOP/GBT to the User, in particular with licensing provisions and with applicable updates or amendments.

3. The Acquirer is entitled to use the Software only through Users. Providing the Software to third parties without the consent of the Provider is strictly prohibited. The Acquirer undertakes to keep User account access/login information confidential and to protect access data from misuse by third parties. Should the Acquirer violate this requirement, the Acquirer is liable for all damage suffered by the Acquirer or by other parties due to the release of access data.

6. Rights and obligations of the Provider

1. The Provider guarantees to the Acquirer 99.5% availability of the Software during a given calendar month.

2. The Acquirer is aware that, in order to improve the service, the Provider performs periodic Software maintenance during which access to the Software may be partially limited or not available at all. The periodic maintenance time is not included in the guaranteed Software availability limit specified above. The periodic maintenance of the system is carried out outside of regular business hours (that is, during business days between 17:00 and 8:00 and during weekends and holidays valid in the Czech Republic).

Users will be informed about the beginning of the periodic maintenance by a message displayed in the Software interface.

3. The Provider is not liable for interruptions in Software availability due to force majeure.

4. Should the Software not be available for 99.5% but exceeding 98% of a given month, the Acquirer is entitled to ask for a discount equal to 35% of the Fee paid for the relevant Accounting period.
Should the Software be available for 98% or less of a given month, the Acquirer is entitled to ask for a discount equal to 50% of the Fee paid for the relevant Accounting period.

5. The Provider performs daily backups of data stored by the Acquirer throughout the use of the Software, and the backup is usually done at 2:00. Individual backups are saved by the Provider for ninety (90) days after the creation of the backup, and, if technically feasible, even longer. Upon request, the Provider shall provide the Acquirer with an electronic backup. The Provider shall send the Acquirer information describing how to download the backup to the email address of the Acquirer provided in the request. The Acquirer shall send the request to provide data backup to customer support by emailing the request to: podpora@dcnest.cz. The Acquirer has the right to receive a free data backup once within six (6) calendar months; any additional data backups will be charged based on the price list of the Provider valid at the time of the request submission.

6. Software support is provided only in electronic form (email communication, information available at the website, etc).

7. Force majeure

1. Should a force majeure event prevent either Party from on-time delivery of any fulfilment under this Contract, the affected party shall be exonerated from the liability to fulfil the relevant obligations in time based on the particular situation and within the scope the obligation that has been affected by the force majeure event.

2. The affected party shall inform the other Party about the existence of the force majeure event without undue delay. The Provider has fulfilled its obligations defined under this paragraph by displaying a notification through the Software interface or by publishing information at the Website of the Provider.

3. Should the time during which the Party affected by the force majeure event cannot fulfil its obligations last for more than 30 days, either Party is entitled to withdraw from this Contract without being liable to provide any reimbursements or compensations.

8. Software provision condition changes

1. The Provider is entitled to gradually update the VOP/GBT. The Provider shall publish the text of the updated VOP/GBT at the Website of the Provider and notify the Acquirer and all Users about the VOP/GBT update by displaying a relevant notification in the Software, and the Provider shall do so within fifteen (15) days before the updated VOP/GBT take legal effect. The Acquirer is obligated to get acquainted with the updated

VOP/GBT. After expiry of this period, the Acquirer will be asked by a Software message to confirm the acceptance of the updated VOP/GBT. The confirmation and acceptance submitted under Administrator account shall apply to the entire Instance and to all created User accounts. Should the Acquirer fail to submit the confirmation with the updated VOP/GBT, the Contract shall be terminated on the day when the new and updated VOP/GBT take legal effect. This, however, shall not impact the right to receive data backups. Both Parties declare that the above specified fifteen (15) day period is sufficient to acquire services from another provider.

2. Further, the Provider is entitled to unilaterally change the amount of the Fee, except for Contracts concluded for a definite time. The Provider shall notify the Acquirer about the change in the Fee using the same method used to notify the Acquirer of VOP/GBT changes, and the Provider shall do so at least thirty (30) days before the relevant change takes legal effect. The new amount of the Fee is binding for the Acquirer starting on the beginning of the first Accounting period following the deadline expiration date.

9. Contract duration and termination

1. Unless specified otherwise, this Contract is concluded for an indefinite time.

2. Contracts concluded for a definite time shall be automatically extended by the same time the Contract was originally concluded for unless either Party notifies the other Party in writing that the party does not wish to extend the Contract, and that Party shall do so at least one (1) month before the agreed term of the Contract expires.

3. The Contract shall be terminated:

   a) when the originally agreed contract term expires;

   b) when the Instance is terminated/cancelled by the Acquirer or the Provider. By cancelling the Instance the Contract shall be terminated on the day when the cancellation occurred;

   c) through a withdrawal under the conditions specified in Section 2001 et seq of the Civil Code, providing that the Contract was seriously violated by the other Party; or

   d) through a withdrawal submitted by the Provider.

The Acquirer is entitled to cancel their Instance at any time through the Software interface. The Provider is entitled to cancel the Instance of the Provider in situations and under conditions specified in this GBT.

The Provider is entitled to withdraw from the Contract without specifying any reasons for doing so. The withdrawal time period has been established at six (6) months, a period that shall commence on the first day of the month following the month during which the withdrawal was delivered to the Acquirer. The withdrawal must be sent via a regular postal carrier to the registered address/place of business of the Acquirer.

The withdrawal notice must be sent via a regular postal carrier to the company address/headquarters of the other Party.

4. In case of Contract termination, the Provider shall provide the Acquirer (upon written request of the Acquirer) with the latest data backup and the Provider shall do so under the conditions defined in these VOP/GBT.   Should the Contract be terminated, the data backup is provided free of charge.

10. Intellectual properties

1. Ownership rights related to the Software belong to the Provider.

2. This Contract does not grant the Acquirer any rights in connection with trademarks of the Provider.

3. The Acquirer is not allowed to interfere with the Software or apply any changes that are not related to user settings, nor is the Acquirer allowed to create copies, reproductions, or imitations of the Software or interfere with the functionality of the Software in any way or perform reverse engineering.

4. The Acquirer: a) is not allowed and may not allow any third party to inflict damage on the intellectual property of the Provider or to endanger any intellectual properties of the Provider, b) without impacting any other rights of the Provider the Acquirer is obligated to reimburse the Provider for any losses suffered by the Provider due to the use of intellectual property rights of the Provider by the Acquirer or by a User in other ways than those in line with the Contract.

5. The Acquirer is not authorised to grant Software sub-licences. A sub-license is also considered a situation when the Acquirer allowed a third party to use the bluTacho application, for example by providing the third party with access data. Note that Users as defined in this document are not considered third parties.

6. The Acquirer undertakes not to circumvent the Software and/or hardware technical and safety components. Should the Acquirer strive to obtain intellectual property rights of the Provider either directly or indirectly, or should the Acquirer act in a similar way which may jeopardise or restrict the Software rights of the Provider, the Provider is entitled to cancel the Instance of the Acquirer.

11. Liability

1. The Provider does not guarantee that functions offered by the Software will suit the needs of the Acquirer. The Acquirer undertakes full liability for risks related to their choice of this particular Software selected with the intention to obtain the intended results and for the use of the Software, including the results achieved by the Software.

2. The Provider is not liable for defects or damage caused by Software defects or by incorrect Software outputs, providing that these were caused by the User, third party, or by liability-excluding circumstances. The Provider is not liable for defects or damages caused in particular by:

    a) entering incorrect data to the Software by the User, by incorrect procedures used by the User while entering information, or by incorrect use of the Software;

b) viruses present in the local network of the User or directly in the computer or mobile phone of the User or by hacker attacks or by similar external attacks;

c) interruptions of internet connection between the User and their internet provider;

d) other unprofessional interventions into the Software or into the programming system or environment;

e) damages caused by incorrect functionality of the technical equipment, operating system, or network; or

f) software damages caused by incorrect program functions provided by other manufacturers which run concurrently with the Software.

3. The Acquirer is aware that additional services provided by third parties (geolocation of registered addresses, maps, currency exchange rate updates, as well as updates of data provided by commercial registries, et.) cannot be incorporated into the bluTacho application. The Provider is not liable for the correctness, truthfulness, completeness, or timeliness of information obtained by the Acquirer while using these additional services and shall not be liable for any damage suffered by the Acquirer due to interruptions in these services. The unavailability of these additional services is not included in the agreed Software availability limit.

4. The Provider is not liable for the content of websites or services presented by the given websites and where the user is redirected thanks to hyperlinks located directly in the Software (for example in the help link) or in other systems of the Acquirer. Furthermore, the Provider does not participate in the creation of the content of these websites. This provision does not apply to hyperlinks redirecting to the Website of the Provider.

5. Under no circumstances is the Provider liable for lost profits, losses, or data damages, or for any direct or indirect losses or damages.

6. The aggregated liability of the Provider under the Contract is limited up to the amount of the Fee paid by the Acquirer for the use of the Software.

7. No part of this VOP/GBT article may be interpreted with the intention to exclude or limit the liability of any Party providing that it regards loss or damage caused by intentional conduct or gross negligence on the part of the Party, its officers, employees, agents, or suppliers, or if it regards an injury caused by the Party or by its officers, employees, agents, or suppliers, suffered by any person including injuries to their natural rights.

8. Any right for compensation of loss or damage (with the exception of the preceding paragraph) shall be notified to the Provider within six (6) months following the day the damage occurred, otherwise the claim will be deemed invalid.

9. The Acquirer is fully liable for any damage suffered by the Provider or third parties due to the use of the Software by Users in conflict with the VOP/GBT.

12. Personal data protection

1. The Acquirer is aware that personal data (for example name and surname of the contact person of the Acquirer/Users, email of the contact person of the Acquirer/Users, driving licence data, and information obtained from GPS localisation system) are processed throughout the use of the Software. Personal data are processed for the purpose of registering the Acquirer and User and to provide all Software functionalities including support and development.

2. Personal data requirements are defined in the General Data Protection Regulation and in the data processing agreement.

13. Confidentiality

1. While this Contract lasts and even after this Contract is terminated and unless explicitly allowed hereunder, or unless required by applicable laws, no Party shall disclose, share, or forward (either directly or indirectly) confidential information to any third party. Provisions of this paragraph shall not apply to information where the recipient party may clearly demonstrate that a) the information is or has become publicly known through no violation of the confidentiality requirements, b) the recipient party had possessed the information without any sharing restrictions before this information has been acquired by the relevant owner or party, c) information has been received from a third party which obtained it legally and this information was not bound by any limitations in terms of publishing, or d) the information was created independently and without having access to the confidential information. The recipient Party may disclose information obtained from the information-providing Party if required by law or in order to abide by a court order or an order issued by any other state authority or supervisory body under whose jurisdiction the Party belongs.

14. Applicable law

1. Relations ensuing from this Contract are subject to the applicable Czech laws.

2. To resolve disputes arising out of this Contract, the Parties agree that the jurisdiction of the District Court for Prague 10, or rather the Municipal Court in Prague shall apply in cases where the jurisdiction of a regional court is required.

15. Final provisions

1. Should any provision of the Contract be or become invalid, unenforceable, or seemingly invalid or unenforceable, such unenforceability or appearance of unenforceability shall not result in the invalidity, unenforceability, of the remaining provisions of the Contract.

2. The Acquirer is not entitled to transfer their rights or obligations ensuing from the Contract, either entirely or partially, or otherwise forward them without prior written consent of the Provider.

3. Unless expressly provided otherwise, annexes attached to this Contract shall be valid and binding only if made in writing.

4. The Acquirer declares that, in accordance with Section 1765 (2) of the Civil Code, the Acquirer takes over the risk of changes in circumstances.

5. These business terms shall become effective on 1.6.2018