GENERAL TERMS AND CONDITIONS FOR USE OF THE GIRITON SYSTEM
valid and effective from 10.1.2020
version number: 2023.11.27

1. INTRODUCTORY PROVISIONS

1.1. **Provider**. The provider is **GIRITON Systems s.r.o.**, a company with registered office at Hornosušská 1399/4b, Havířov - Prostřední Suchá, 73564, identification number (IČ) 28652240, tax identification number (DIČ): CZ28652240 registered in the Commercial Register maintained by the Regional Court in Ostrava, section C, file 37041 (hereinafter the "**Provider"**), correspondence address: Purkyňova 127, Brno, 612 00, Czech Republic, e-mail address: info@giriton.com. Webpages of the Provider are available here: https://giriton.com .

1.2. **Application, HW.** The Provider provides system GIRITON (hereinafter also "**Application**"), software as a service that consists of the following modules:

   a. **Attendance module** – enables the employer to monitor, record and evaluate the attendance of employees,
   b. **Whistleblowing module** - offers secure sending of anonymous reports according to Act No. 171/2023 Coll., on the protection of whistleblowers, as amended,,
   c. **HR system module** – digitalizes HR processes such as Property records, Trainings, Handover protocols, Accident book, Medical examinations, Vehicle fleet records and more,

   (Attendance module, Whistleblowing module and HR system module hereinafter also "**Modules**"), whereas each Module is specified in detail on webpages of the Provider. The Provider enables third persons (hereinafter "**Customer**") to use Application remotely via access to the server of Provider, on which the Application is located. The Provider also offers to Customers hardware – punch clocks (hereinafter "**HW**").

2. CUSTOMER REGISTRATION, ORDER

2.1. **Order**. Should the Customer be interested in the Application, it shall register by way of the registration form located on the https://giriton.com/ website and shall send the Provider an electronic offer to enter into an agreement by way of the registration form (hereinafter the "**Order**"). The Customer shall specify in each Order which Module it orders. A precondition to sending the Order is consenting to these General Terms and Conditions (hereinafter the "**Terms**").

2.2. **Change in Data**. The Customer is obligated to inform the Provider of a change in any data, immediately after such a change occurs. The Customer is not entitled to remove its data entered when registering or to provide false or misleading data. If the Customer fails to fulfill its obligation, then access to the Application may be blocked.

2.3. **Verification of Data**. In the interest of ensuring the greatest possible level of legal certainty for Customers as well as third parties, newly registered Customers are verified, in that they are contacted on the basis of their registration according to the data that they have entered. The accuracy of current Customers' contact information is verified similarly.

2.4. **Authorized Person.** The Customer acknowledges that, for reasons of security in providing the Application, the Provider will, in the case of any request or communication on the part of the Customer, require authorization of the fact that it is dealing with the contact person designated in registration, or changes in registration – i.e. for valid contact information or access passwords to be entered. The Provider will not deal with unauthorized persons (i.e. with persons that the Customer has not designated in registration or subsequently within the registration form) or respond to their demands and requests for information. The Provider is not in delay as a result of refusing to communicate with an unauthorized person, nor is it liable for damage that the Customer incurs in this regard.

3. ENTERING INTO AN AGREEMENT, ACTIVATION AND OPERATION OF THE APPLICATION

3.1. **Conclusion of an Agreement.** The agreement between the Provider and the Customer, subject of which is the use of the Application (hereinafter the "**Agreement**"), is concluded electronically at the moment, when the Provider activates the Customer's access to the administrative interface through which the Customer can log in to the Application, make setting, save changes of contact or billing information, etc. (hereinafter the "**My Account section**") and informs the Customer thereof in form of delivery of an electronic confirmation of access to the My Account section to the Customer's e-mail address. The Agreement is governed by the Terms. The Provider shall make available to the Customer only those Modules selected by the Customer within the Order, while each individual Module can be activated or deactivated by the Customer during the contractual relationship with the Provider.

3.2. **Right to Refuse to Enter into an Agreement**. The Provider reserves the right to refuse to enter into an Agreement with the Customer, including even without stating reasons.

3.3. Differing Provisions as Compared to the Terms. Provisions differing from these Terms can be agreed upon individually in the form of an amendment to the Agreement. Differing provisions shall take precedence over these Terms**.**

3.4. **Related Activities and Services**. The Customer acknowledges that the Provider does not provide for activities and services not expressly specified in these Terms, regardless of whether they may be significant for the proper functioning of the Application, i.e. primarily as regards telecommunications services or internet connection, installation of normal operating systems on the Customer's local computers or servers, direct support of the Customer's end users by way of consultations, etc.

3.5. **Access to the Application**. The Provider shall make the Application accessible immediately after entering into the Agreement.

3.6. **Installation and Terms of Operation of the Application**

   3.6.1 A condition for the proper operation of the Application is ensuring an internet connection enabling the users of the Application to connect to the Application web pages.

   3.6.2 The Customer acknowledges that demands for minimum recommended configuration or internet connection may increase, e.g. in connection with the quantity of data flows, or the advancement of technologies and general increases in demands for hardware capacity and internet connection speed.

3.7. **Documentation, Training.** The delivery of the Application

includes user documentation in electronic form, which is accessible in the Application. The training of the Customer's workers is not included in the Provider's performance under the Agreement.

3.8. **Provision of Data Space.** The Provider provides the Customer with sufficient data space for the purposes of storing data being run within the Application, on the Provider's servers (as well as within a hosting center). The price for the provision of data space in order to secure the application's basic functions is included in the Price, and in the case of greater demands for data space the price for data space can be charged individually upon agreement between the Customer and the Provider.

3.9. **Access Passwords.** The Customer is obligated to protect its access passwords. In case of the loss or misuse thereof, it is obligated to immediately inform the Provider so that it may take appropriate measures. However, the Provider does not bear any liability for damage arisen as a result of a loss or misuse of the Customer's access data.

3.10. **Data Backup**. The Provider conducts backup of data stored on the Provider's servers, and/or recovery of data from a created backup, which is understood to mean the restoration of data to the last state of recovery that is not older than 7 business days. After the elapse of 30 days, the oldest backup is rewritten with the newest backup. The Provider conducts backups only for the duration of the Agreement.

3.11. **References**. The Provided is entitled, within its informational and advertising materials or reference sheets, to publish information about the fact that the Customer has utilized or is utilizing the Provider's products or services. The manner of utilizing a Reference cannot diminish the Customer's good name.

3.12. **Digital signing of documents.** The HR system module enables digital signing of documents. The Customer acknowledges that this service is provided through an external service of Digisign.cz, in accordance with the Terms and Conditions of Digisign.cz, which are available on the Digisign.cz website ("**Digisign.cz Terms**"). If the Customer uses the digital document signing service, the Customer acknowledges that it has read the Digisign.cz Terms and agrees with them.

4. LICENSING ARRANGEMENTS

4.1. **Granting a License for the Application.** The Provider hereby grants the Customer a license, i.e. the entitlement to exercise the right to use the Application, resp. chosen Modules, under the terms as set out below:

a) the license is stipulated as being a non-exclusive license;

b) scope of the license in time: for the term of the Agreement, whereby the license is conditional upon the due payment of the Price and upon compliance with the terms of the license, i.e. the quantitative scope of the license, as well as upon compliance with the Customer's obligations under the Terms;

c) territorial scope of the license: unrestricted.

4.2. **Restriction of the Scope of the License.** The quantitative scope of the license (number of licenses) is restricted by the number of the Customer's active users, according to the individual limits on the number of persons included in the Application, as set out at https://giriton.com/. The Customer is entitled to change the scope of the license.

4.3. **Reproductions, Source Codes.** The Provider shall not provide the Customer with any reproductions of the Application. The Customer is not entitled to the Application's source codes.

4.4. **Royalties for Granting the License.** The royalties for granting the license are included in the agreed Price.

4.5. **Sublicenses**. The Customer is not entitled, without the express written consent of the Provider, to grant a sublicense, assign rights to the Application or to otherwise make it accessible in any manner other than under through normal use.

4.6. **Decompilation**. The Customer is not entitled to perform the decompilation of the Application or of individual computer programs contained within the Application, or any other processing, translation, reproduction or change of the Application or any decompilation or disassembly other than that to which it is entitled under the provisions of Art. 66 of Act No. 121/2000 Coll., the Copyright Act, as amended.

4.7. **Other Copyrights**. The Application and all of its parts, such as texts, codes, design, user interface, applications, web pages or information architecture, are the exclusive ownership of the Provider and cannot be utilized, copied, misused, resold or reproduced without the express written consent of the Provider. These rules also pertain to other copyright works provided to the Customer for use or created on the basis of the Agreement (user documentation, processing or modifications to the Application, the creation of other software).

5. HELPDESK SUPPORT

5.1. **Helpdesk Support**. Helpdesk support is a service intended for dealing with all operating incidents reported by the Customer. The contracting parties have agreed that communication between the contracting parties will be conducted through email communication, between info@giriton.com and the customer's address specified in the My Account section only.

5.2. **Dealing with Incidents**. The Customer acknowledges that all operating incidents or other demands must be dealt with through Helpdesk support only. In the event of a dispute between the Customer and the Provider, the communication within Helpdesk support shall be decisive; in view of its operating capacities, the Provider cannot take into consideration any other communication (by telephone, fax ...).

5.3. **Reports in Whistleblowing module.** The Provider declares that technical support staff does not have access to individual whistleblowing reports, names of whistleblowers, texts of reports, attached files or voice recordings, even if the Provider accesses the Customer's account via helpdesk support (e.g. when setting up the system according to the Customer's requirements).

6. HW

6.1. **Price of the HW**. The price of the HW will be paid on the basis of a separately issued invoice (hereinafter the "**Price of the HW**").

6.2. **Transfer of Ownership**. Ownership rights to the HW will be transferred to the Customer only upon the full payment of the Price of the HW.

6.3. **Risk of Damage**. If the Customer also purchases HW from the Provider, the risk of damage to and accidental destruction

of the HW passes to the Customer as of the moment of the handover of the HW to the Customer.

6.4. **Rights Under Defective Performance**. The rights and obligations of the contracting parties in regard to rights under defective performance shall be governed by the terms of the supplier of the HW, and if such are not specified, then by the relevant generally binding regulations. The Customer is obligated to verify the functionality of the HW without undue delay after its delivery. The Customer is obligated to notify the Provider of any defect without undue delay after having ascertained it. Rights under defective performance shall only be applicable if the HW has been properly and correctly installed, configured, connected, maintained, stored and operated in accordance with the valid documentation and the Provider's specifications.

7. **PRICE FOR USE OF THE APPLICATION**

7.1. **Unpaid Version.** The Provider will make the Application accessible for the first 14 days as an unpaid version, i.e. for FREE, unless the contracting parties agree otherwise. In the unpaid version, the Customer cannot operate multiple accounts simultaneously.

7.2. **Price.** The price for the use of the Application including the provision of service support within the scope according to Art. 5 of these Terms is specified in the current pricelist, which is available at https://giriton.com/ (hereinafter the "**Price**"). The Price also includes the Provider's royalties for granting the license. The amount of the Price is derived from the number of users of the Application. Unless expressly agreed otherwise, the Prices are stated without VAT, which is charged separately at rates as specified by the valid legal regulations.

7.3. **Invoicing**. The Customer is obligated to pay the Price by non-cash transfer for the elapsed calendar month on the basis of an invoice – tax document that the Provider shall issue by the 15th day of the subsequent month for the previous calendar month and shall send the invoice to the Customer's e-mail address. On the invoice, the Price will be divided into prices for each individual Module. The invoice shall be due for payment within 14 days of the date of issuance of the invoice. The Customer's monetary obligation is fulfilled as of the date when the payment is credited to the Provider's account.

7.4. **Payment Gates.** The Provider utilizes third party payment gates for some types of payments (e.g. payment by credit card). If the Customer chooses payment through PayPal, the whole payment process shall be conducted through the PayPal payment services provider, under the terms of use of PayPal services, which are available at www.paypal.com.

7.5. **Delay in Payment of the Price or the Price of HW**. In the event of a delay in the payment of the Price or of the Price of HW or a part thereof by the Customer, the Provider is entitled to suspend the Customer's access to the Application until the time of the payment of the outstanding amount, without the Customer becoming entitled to any compensation of damage and/or contractual penalties arising as a result of such a course of action on the part of the Provider that does not constitute a delay on the part of the Provider and which cannot be considered an operating incident. The Provider's entitlement to the Price for the relevant period is not affected by this provision.

7.6. **Renewal of Access**. If the Customer's access to the Application is suspended, the Provider is obligated to renew the Customer's access to the Application within 48 hours of

the moment when the outstanding amount was credited to its account.

8. **PROVIDER'S LIABILITY**

8.1. **Generated Data.** The Provider does not bear any liability for the conformity of generated data and print reports with the valid and effective legal regulations and it is solely up to the Customer to make certain that they are complete and correct.

8.2. **Liability for Damage.** The Provider does not bear any liability for any direct or indirect harm occurring in connection with the use of the Application, or for any harm occurring due to the temporary partial and/or complete unavailability of the Application to the extent in which this is allowed by the valid legal regulations. The Customer is not entitled to demand any compensation of damage from the Provider, nor is the Customer entitled to any refund of the Price or any proportionate part thereof for a period in which the provision of the Application is limited or suspended. The Provider is not liable for damage caused primarily by

   a) operating incidents brought about by changes in the system environment made by the Customer or by a third party;

   b) the input of incorrect data into the Application by the Customer, an erroneous course of action on the part of the Customer when inputting information or files into the Application;

   c) a failure to fulfill minimum systems or other requirements in order to run the Application;

   d) the infection of the Customer's local network or its computers with computer viruses (spyware, malware etc.), or through an attack by hackers or through another similar attack from outside;

   e) damage caused by incorrect functioning of the Customer's technical equipment, operating system or network;

   f) a violation of legal regulations regulating the handling of personal data, the manner of exerting control over employees, and other legal regulations pertaining to the use of the Application, on the part of the Customer;

   g) a demonstrable leak of access passwords to third parties caused by the Customer;

   h) the unavailability of data and the suspension of access to the Application as a result of a delay on the part of the Customer in fulfilling financial obligations or in other cases stipulated within these Terms.

8.3. **Third Party Services.** The Customer acknowledges that the Application is provided as is. Its provision is dependent upon the availability of a number of third party services. If an outage of the Application occurs due to the non-functionality of third party services, such a situation will be considered to be force majeure. It is not within the power of the Provider to assume liability for such outages.

9. **PERSONAL DATA**

9.1. In processing personal data, the Provider proceeds in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the "**GDPR**") and Act No. 110/2019 Coll., on the Processing of Personal Data.

Information on the principles and procedures in the processing of personal data is set out in the Personal Data Protection Rules published on https://giriton.com/ (hereinafter as "***Personal Data Protection Rules***").

9.2. In view of the fact that the Provider provides the Customer with data space for the purposes of storing data through the Application, the Customer acknowledges that, in relation to personal data that it stores on the Provider's servers, the Customer acts in the position of a personal data controller and the Provider acts in the position of a personal data processor.

9.3. **Data Processing Agreement ("DPA")**. By entering into the Agreement on the Processing of Personal Data according to Art. 28 of the GDPR is also entered into, with the following content:

Object of processing: The object of processing is the personal data that the Customer stores on the Provider's servers, or within the hosting center, according to the rules contained in these Terms.

Processing time: The Provider processes personal data in the course of the duration of the Agreement.

Nature and purpose of processing: The purpose of processing is the fulfillment of obligations under the Agreement, particularly the provision of data space for the purposes of storing the Customer's data through the Application.

Type of personal data being processed: It cannot be specified precisely, it is in particular: name, surname, information pertaining to arrival time to work and departure time from work, GPS position stored for the attendance record, finger print image in a form from which the print cannot be restored, GPS position in the course of an entire business trip, photographs, birth number (personal identification number), job position, type of employment contract, residence address, telephone, email, bank account number, hourly or monthly remuneration, etc.

Categories of data subjects whose personal data are processed: The Customer's employees and other natural persons with whom the Customer is in a contractual relationship.

Obligations of the Provider as a processor of personal data: The Provider undertakes to:

a) process personal data only on the basis of the Customer's proven instructions;

b) ensure that the Provider's authorized staff members who come into contact with personal data are bound to confidentiality;

c) conduct appropriate technical and organizational safeguards in order to ensure a security level corresponding to the given risk. Technical security of data is described in the Personal Data Protection Rules;

d) take into consideration the nature of the processing and be of assistance to the Customer through appropriate technical and organizational measures in fulfilling the Customer's obligation to react to requests for the exercise of data subjects' rights as set out in Chapter III of the GDPR (Rights of the data subject);

e) be of assistance to the Customer in ensuring compliance with obligations according to Articles 32 to 36 of the GDPR (Security of persona data), while taking into consideration the nature of the processing of the information that the Provider has available;

f) notify the Customer without undue delay of any cases of a breach of personal data security;

g) provide the Customer with all information necessary in order to prove that the obligations stated above have been fulfilled and enable the Customer to inspect the fulfillment of the said obligations. In the event of inspection, the Provider undertakes to provide the Customer with cooperation.

Other processors: The Customer grants consent for the Provider to involve other processors in the processing of personal data that the Customer stores on the Provider's servers, or within the hosting center. The Provider is obligated to inform the Customer of all intended changes pertaining to the acceptance of other processors or a replacement thereof, and to provide the Customer with the opportunity to express objections in regard to such changes. The list of processors is set out in the Personal Data Protection Rules.

10. TERMINATION OF THE AGREEMENT

10.1. **Term of the Agreement.** The Agreement is entered into for an indefinite period of time.

10.2. **Manners of Termination of the Agreement.** The Agreement can be terminated by:

a) **notice of termination**, with a termination notice period of 1 month, whereby the termination notice period commences as of the date of delivery of the notice of termination to the other contracting party. The notice of termination is to be sent in writing in documentary form or by e-mail from the address specified in the Contact Persons section to the Provider's address or by giving a notice of termination in the My Account section, if enabled;

b) **withdrawal from the Agreement**. Each of the parties may withdraw from the Agreement on grounds of a significant breach of obligation by the other contracting party, primarily due to:

i) a delay by the Customer in paying the Price or the Price of HW or a part thereof of more than 14 days;

ii) failure to provide necessary cooperation on the part of the Customer, if this prevents the fulfillment of the Provider's obligations under the Agreement, or jeopardizes the security of the operation of the Application and if it has alerted the Customer to this in writing and has provided it with a reasonable deadline in which to remedy this;

iii) the Provider reserving the right to immediately suspend the provision of the Application or to withdraw from the Agreement without a previous notification in cases of a justified suspicion of the overloading of any part of the Application, a security breach, a disruption of the operation of applications, attempts at reverse engineering, unauthorized handling of third party data, or any other threat to the Application;

iv) the Customer's company account remaining inactive for a period of 6 months.

In cases set out above, the Provider reserves the right to (i) suspend the operation of the Application or (ii) withdraw from the Agreement 30 days after a notice is sent to the Customer's email address as specified in the My Account section, whereby the decision as to which option the Provider chooses is in the Provider's discretion.

Withdrawal must be sent to the other contracting party in writing in documentary form or by e-mail from the address and to the address as specified in the My Account section. Withdrawal is effective as of the date of its delivery to

the other contracting party, or as of a later date specified in the written withdrawal.

10.3. The Customer acknowledges that upon termination of the Agreement, the Customer does not become entitled to a refund of monetary sums paid for the Provider's performance that has already been provided under the Agreement.

10.4. **Erasure of the Customer's Data**. The contracting parties have agreed that, after the elapse of a 30 day period after the termination of the Agreement, the Provider will erase (remove) all of the Customer's data that is stored on the Provider's servers (as well as in hosting centers) or other data carriers as of the date of termination of the Agreement. The Customer acknowledges that such removed data will no longer be able to be recovered. If the Customer has an interest in acquiring data stored within the Application, it must order such a migration of data with the Provider no later than within 15 days of the termination of the Agreement. A fee is charged by the Provider for such a service.

11. FINAL PROVISIONS

11.1. **Governing Law.** The contractual relationship between the Customer and the Provider will be governed by Czech law, primarily by the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 121/2000 Coll., the Copyright Act, as amended, regardless of conflict of laws.

11.2. **Dispute Resolution.** All disputes arising under the Agreement and out of legal relationships established by this Agreement will be settled by a Czech court, whose local jurisdiction will be established according to the Provider's registered address.

11.3. **Language**. These Terms are also drafted in a Czech language, then in case of doubt, ambiguities or possible dual interpretation, the Terms in the Czech language will always prevail.

11.4. **Change of the Terms**. The Provider is entitled to unilaterally change the Terms to a reasonable extent, including the Pricelist. The Provider is obligated to give notice of the fact that the Terms have been changed by way of an e-mail to the Customer's e-mail address, at least 30 days prior to the effective date of the new version of the Terms. The Customer will have the right to reject changes to the Terms, by sending a notice of termination in writing in documentary form or by e-mail sent to the Provider's address or by giving a notice of termination in the My Account section, if enabled; the termination notice period is stipulated as being of a duration corresponding to the number of days remaining until the effective date of the new version of the Terms. If the Customer does not reject the changes to the Terms that it has been duly notified of, the relationship under the Agreement will be governed by the new version of the Terms as per the text as notified to the Customer.