

CZECHLINK STARTUP

GENERAL TERMS AND CONDITIONS

1. INITIAL PROVISIONS

- 1.1 These General Terms and Conditions (hereinafter as “GTCs”) lay down the principles of registration and the provision of services in the CzechLink StartUp project (hereinafter the “Project”) implemented by the CzechInvest Business and Investment Development Agency (hereinafter the “Promoter”).
- 1.2 The Project GTCs are published on the Project’s website.
- 1.3 By registering, using, transferring or storing information obtained during the use of any of the Project Services, primarily by sending an application for the publishing of information on a Start-up or sending an application for the provision of information on the Start-ups participating in the Project, you confirm that you have read, approved and agreed to comply with these GTCs.
- 1.4 These GTCs include as their inseparable part the Confidential Information Protection Principles and the Personal Data Protection Principles that are published on the Project website.
- 1.5 The CzechInvest Agency reserves the right to change or replace at its discretion any of the GTCs or at any time change, suspend or terminate any Service by publishing such changes on the Project website or announcing them in an e-mail message delivered to the Participants.

2. DEFINITION OF BASIC TERMS

- 2.1 For the avoidance of doubt, the definitions of the terms contained herein are given in the Table below.

Term	Definition
Investment	Formation of a contract between an Investor and a Start-up and any capital or business entry by an Investor into a Start-up
Investment Gateway	Promoter’ database with information on the start-up environment and the Start-ups participating in the Project.
Investor	A natural or legal person interested in obtaining information

Term	Definition
	on the start-up environment and the Start-ups participating in the Project for the purpose of getting in touch with a Start-up, establishing a business collaboration and, possibly, making an Investment.
Investor Profile	A one-page document containing information about an Investor as regards its investment preferences, such as the preferred sectors, the development phase of the start-ups invested into or the possible Investment range so that the Promoter may find the suitable investment targets (start-ups) in the Investment Gateway in line with its investment strategy.
Reward	A payment to the Promoter of the Project for the provision of the Service within the delimited scope.
Pitch Deck	A one-page document containing information on a company (a Start-up) as regards the company's business model, products or services, investment expectations, financial indicators, team, market entry strategy etc.
Project	The CzechLink StartUp project collects, mediates and publishes under defined conditions information on the start-up environment and Start-ups; the project subsequently mediates and provides this information to Investors under defined conditions so that they can get in touch and establish business collaboration with and possibly also make an investment into a Start-up.
Promoter	The Promoter of the CzechLink StartUp project is the CzechInvest Business and Investment Development Agency, registered office at Štěpánská 567/15, 120 00 Praha 2, ID no.: 71377999. The CzechInvest Business and Investment Development Agency is a state contributory organization subordinated to the Ministry of Industry and Trade and has been established by Act no. 47/2002 Coll., on the Support of Small and Medium-sized Enterprises and on Amendment to Act no. 2/1969 Coll., on the Establishment of Ministries and other Central Institutions of State Administration of the Czech Republic, as amended by later regulations, especially Act no. 1/2004 Coll.
Service	The collection, processing, mediation or provision of information on the start-up environment and the Start-ups in the Project under pre-defined conditions.
Start-up	A legal person which delivers to the Promoter the application for inclusion in the Project, whose application is approved by the Promoter and included in the Project and whose product or service will subsequently be presented to potential Investors.
Participant	A legal person (Investor, Start-up) or a natural person (a "Business Angel" in case of an Investor) meeting the requirements of the Project who uses the Services provided by the Promoter within the Project.
Project website	The website of the CzechLink StartUp project operated by the Promoter at www.czechinvest.org/czechlinkstartup

3. REGISTRATION

- 3.1 The prerequisite for the use of the Services within the Project is Participant's registration. A Participant registers via the online form which is available on the Project website or by sending it to the Promoter to the Project's contact e-mail address specified on the Project website.
- 3.2 A Participant is obligated to provide the Promoter with accurate and complete registration data and update these data in the event of their change.
- 3.3 The registration process is finished upon the confirmation of the Participant's registration by the Promoter. The Services may not be used before the registration has been confirmed.
- 3.4 The Promoter reserves the rights to verify the information stated by the Participant during the registration process and if necessary decline or cancel Participant's registration, at its sole discretion.
- 3.5 The Promoter reserves the right to demand other information from the Participant for the verification of the registration data. For the purpose of verification of the completeness and accuracy of the data in the registration form the Participant is obligated to give the Promoter the necessary assistance.

4. START-UP

- 4.1 A Start-up that applies for inclusion in the Project agrees to state complete, accurate and true information on its projects or services.
- 4.2 In its Project inclusion application, the Start-up shall fill in the "Pitch Deck" in the English language and, at its own discretion, in other languages.
- 4.3 The Start-up is aware that it may attach pictures, photos, videos etc. to the description of its project or service in the Pitch Deck, in which case it agrees not to infringe upon any copyrights, industrial rights, not to use any trade marks owned by third parties without their consent and to comply with the intellectual property rights protection principles as defined below in these GTCs. When describing its products or services, the Participant may not free ride on the reputation of third parties, point to a connection between a Start-up and established third-party brands, logos or trade marks without the consent of the owner of the brand, logo or trade mark. The Start-up must ensure that all the personal data stated in the Pitch Deck, particularly personal data, are processed

in compliance with Regulation (EU) no. 2016/679 of the European Parliament and of the Council no. of 27 April 2016 (the “Regulation”) and Act no. 110/2019 Coll., on the Processing of Personal Data, as amended by later regulations (hereinafter as “PDPA”).

- 4.4 The Start-up undertakes to inform the Promoter on any change in the data stated in the Pitch Deck if such change may have influence on the provision of the Services within the Project.
- 4.5 For the purpose of the processing of the personal data of the entities involved a personal data processing agreement, the content of which is given in Article 8 of these GTCs, is formed between the Start-up and the Promoter upon the Start-up’s registration in the Project.

5. INVESTOR

- 5.1 Within the Project the Investor agrees to:
 - 5.1.1 act fairly, transparently, professionally and responsibly in relation to the Promoter and the Start-up that will provide its data to the Investor;
 - 5.1.2 has at its disposal a capital ready for Investment into the selected Start-up;
 - 5.1.3 is trustworthy and satisfies the requirements of the Project;
- 5.2 In its Project inclusion application, the Investor shall complete the Investor Profile in the English language and, at its own discretion, in other languages.
- 5.3 For the purpose of the processing of the personal data of the entities involved, a personal data processing agreement, the content of which is given in Article 8 of these GTCs, is formed between the Investor and the Promoter upon the Investor’s registration in the Project.

6. SERVICES

- 6.1 The Project Services are provided to registered Participant’s only.
- 6.2 The Promoter shall provide the Investor with data on the Start-ups on the basis of Investor's service order containing its requirements in terms of sector (hi-tech, automotive, IT, etc.) and other investments preferences or the scope of the required Services. The Investor shall send its service order to the Promoter to the Project contact e-mail specified on the Project website.

6.3 On the basis of Investor's service order the Promoter shall prepare the demanded Start-up data, if available in the Project, calculate the scope of the Services and the amount of the remuneration (hereinafter the "Offer") and shall send so prepared Offer together with an advance invoice to the Investor. If the Investor pays the remuneration as per the Offer to the Promoter's account, the Investor and the Promoter have validly entered into the Contract for Provision of Project Services (hereinafter the "Contract") on the basis of which the Promoter shall provide, to the extent specified in the Offer, the data about the Start-ups to the Investor. Where the Contract is to be published under Act no. 340/2015 Coll., it becomes effective after it has been published in the Register of Contracts. The party responsible for the publication is the Promoter. The Investor is aware that the Project GTCs valid as of the Contract effectiveness date are part of the Contract. The Investor is also aware that the Contract is formed remotely by electronic means and becomes effective on the day when the remuneration is credited to the Promoter's bank account or on the day when the Contract is published in the Register of Contracts, where the publication requirement applies.

7. PROMOTER'S REWARD AND PAYMENT TERMS

- 7.1 The registration in the Project is free.
- 7.2 The service of inclusion of Start-ups into the Project and offering them to potential Investors is provided free of charge.
- 7.3 The service of mediation or provision of Start-up data is provided to the Investors for payment. The amount of the payment is given by the scope of the Services provided and the Promoter shall inform the Investor on the amount in the Offer prior to the provision of the Services.
- 7.4 The Investor shall pay the remuneration for the ordered Services on the basis of an advance invoice by cashless transfer to the Promoter's bank account specified in the advance invoice. The Promoter shall issue the advance invoice after the receipt of a written service order and deliver it to the Investor's contact e-mail stated during the registration process.
- 7.5 The Promoter reserves the right to change the existing or determine a new amount of the remuneration. Any such changes become effective only after they have been announced by the Promoter by publishing on the Project website.
- 7.6 The Participant is obligated to notify the Promoter on an Investment in a Start-up without undue delay, however, within no later than 60 days from the moment when the Investment was made, particularly for the purposes of monitoring the results of the project. The making of an Investment for the purposes of the Project means the formation of a contract between the Investor and the Start-up and any capital or business entry by the Investor into the Start-up.
- 7.7 The time allowed for the payment of all amounts under these GTCs is 30 days from the relevant date (the delivery of an advance invoice, remuneration payment demand, etc.).
- 7.8 All payments under these GTCs shall be made by cashless transfer in EUR or CZK, as the Participant prefers, to the bank account of the Promoter. The exchange rate relevant for conversion to CZK is the Czech National Bank rate as of the invoice issue date.
- 7.9 The Promoter reserves the rights to change the amount of the reward. Any such changes become effective only after they have been announced by the Promoter by publication on the Project website or in an e-mail message sent to Participants.

8. PERSONAL DATA PROCESSING TERMS

- 8.1 The implementation of the Project requires the processing of the personal data provided by the Participant during the registration process and the use of the Services. In compliance with the Regulation and the PDPA, the Promoter and the Participant have agreed the conditions of the processing of the personal data that are stated in this article of the GTCs and also in the Personal Data Protection Principles that form an integral part of these GTCs.
- 8.2 The Promoter shall only process personal data to the extent necessary for the provision of the Services and the implementation of the Project.
- 8.3 The processing of personal data means in particular their collection, storage on data carriers, use, making them available by transfer, classification or combining, erasure or destruction to an extent that is necessary for proper provision of Services.
- 8.4 The personal data shall be processed over the period specified by applicable legal regulations, but not for a period shorter than the time for which the Participant participates in the Project.
- 8.5 The processing of personal data is free of charge. This does not affect the Promoter's entitlement to the reward and a reward, if any, in connection with the provision of the Services.
- 8.6 The Promoter shall ensure that the personal data are processed in compliance with the Regulation and the PDPA.
- 8.7 The Promoter shall adopt suitable measures to provide the data subjects with all information in a brief, transparent, understandable and easily accessible manner with the use of clear and simple linguistic means and all the notices required by the Regulation and the PDPA.
- 8.8 The Promoter may not involve any other processor or any other person into personal data processing without a prior written consent of the Participant. This does not affect the Promoter's right to disclose personal information on the ground of a statutory obligation (e.g. to supervisory bodies, criminal prosecution authorities etc.).
- 8.9 The Promoter shall introduce technical, organizational, personal and other suitable measures under the Regulation to ensure and be able to prove at any time that the processing of personal data is performed in compliance with the Regulation and the PDPA in order to prevent unauthorized or random access to the personal data and to the data carriers containing these data, their modification, destruction or loss, unauthorized transfer, other unauthorized processing as well as other misuse and shall review and update these measures as may be necessary.

8.10 The Promoter is obligated to proceed in compliance with the other requirements of the Regulation and the PDPA, in particular to comply with the personal data processing principles, fulfil its information obligations, refrain from disclosing the personal data to third parties without the necessary authorization, respect the rights of the data subjects and give the necessary assistance in this context.

9. PROMOTER'S DECLARATIONS

9.1 The Promoter does not bear any liability and does not provide any guarantee for any content provided by third parties, including the Participants. The Promoter is not obligated to perform any prior check of the content provided by the Participant and reserves the right to remove the content for whatever reason.

9.2 The Participant is aware that the data provided as part of the Services may be protected by intellectual property rights or similar third party rights and may also contain sensitive or personal data. It is the sole responsibility of the Participant to adopt necessary measures to ensure that none of these third party rights is violated. In the event of violation of any third party rights by the Participant in connection with the use of the Services the Promoter shall not have any liability.

9.3 The Participant is aware that the provision of the Services does not guarantee that an Investment will be made.

9.4 The Participant acknowledges that the Promoter is not liable for any damage, including damage in the form of loss of profit or revenue, loss of any business information, harm to good reputation, loss of know-how caused by, ensuing from or in connection with the use of the Services within the Project.

9.5 The aforementioned limitations of Promoter's liability towards Participants shall apply regardless of whether the Promoter was or should have been aware of the possibility of the occurrence of such losses.

9.6 The Promoter does not have any liability under Act no. 253/2008 Coll., on Certain Measures against Legitimation of Proceeds of Crime and is not obligated to trace the origin of the financial means used in the Project. The Participant is exclusively liable for the compliance with the applicable regulations regarding legitimisation of proceeds of crime.

10. PROMOTER'S INTELLECTUAL PROPERTY RIGHTS

- 10.1 The name of the Project, the Project website and all the logos concerning the Project or the provision of the Services are either trade marks or registered trade marks of the Promoter. The Participant may not copy, imitate or use them without Promoter's prior written consent. All the rights relating to the Project, the provided Services, any and all other technologies and any content (defined below) created or derived from the above are exclusively owned by the Promoter.
- 10.2 The Participant must not do (directly or indirectly) the following:
- 10.2.1 sell, license, lend, lease or in other way use or exploit any data from the Project in any manner violating the rights of any third party;
- 10.2.2 modify, translate or otherwise create derived works from any part of the Service;
- 10.2.3 copy, lend, lease, distribute or otherwise transfer any rights obtained under these GTCs.
- 10.3 The Promoter grants the Participant a worldwide, free-of-charge, non-transferable and non-exclusive license for access and use of the Services, but only for the term of and to the extent determined by these GTCs. This license is only granted with the aim to enable the Participant to use the Services in compliance with these GTCs.
- 10.4 Without Promoter's express written consent the Participant may not assign (or sublicense), pledge, sell or otherwise transfer, not even partially, the rights granted under this Article.

11. LICENSE TO CONTENT PROVIDED BY PARTICIPANT

- 11.1 Upon registration, sending, accessing or displaying of any content by a Start-up in the Project the Start-up grants the Promoter a worldwide, free-of-charge and non-exclusive license for the reproduction, modification and publication thereof for the purpose of collecting, processing, displaying, making accessible or providing this content to the Investor.

12. TERMINATION OF USE OF SERVICES AND PARTICIPATION IN PROJECT

- 12.1 The Promoter may at any time terminate the provision of the Services or any part thereof to the Participant, with or without stating a reason, by delivering a notice to the Participant.
- 12.2 Participant wishing to suspend the use of the Services and terminate its participation in the Project may do so by a written request delivered to the Promoter to the contact e-mail address. Any payments made in connection with the use of the Services are non-refundable. All the provisions of the GTCs which are supposed, due to their nature, to survive the termination of Participant's participation in the Project shall continue to be valid after such termination, this includes in particular the provisions concerning the reward for an effectuated Investment, intellectual property, protection of confidential information and non-disclosure, personal data protection and limitation of Promoter's liability.

13. CONSUMER PROVISIONS

- 13.1 If the Investor is a natural person who is not an entrepreneur, applicable are the provisions of Section 1810 et seq. of Act no. 89/2012 Coll., Civil Code, even where the Investor has waived this special right.
- 13.2 In accordance with the provision of Section 14 et seq. of Act no. 634/1992 Coll., as amended, on the Consumer Protection, the Promoter hereby informs Investors who are consumers as defined in Section 2(1)(a) of Act no. 634/1992 Coll., that the institution for out-of-court resolution of disputes is the Czech Trade Inspection, Štěpánská 567/15, 120 00 Praha 2, www.coi.cz.

14. FINAL PROVISIONS

- 14.1 These GTCs constitute a complete agreement between the Participant and the Promoter regarding participation in the Project and use of the Services and substitute all previous or existing (oral, written or electronic) communications and proposals between the Participant and the Promoter.
- 14.2 Should any of the provisions of these GTCs be considered unenforceable or invalid, such provision shall be ruled out or limited to the minimum necessary extent and shall have no impact on the validity or enforceability of the other severable provisions of the GTCs.
- 14.3 The Promoter reserves the right to change or modify at any time these GTCs as well as the Confidential Information Protection Principles and the Personal Data Protection Principles without stating a reason. The Participant will be informed on the changes, if any, by publication of an announcement on the Project website or by a notice delivered at the contact e-mail address. The text of new GTCs, the Confidential Information Protection Principles or the Personal Data Protection Principles becomes effective on the day of its publication on the Project website, unless the Promoter states otherwise.
- 14.4 Unless stated otherwise in these GTCs, all disputes between the Participant and the Promoter shall be finally resolved before the competent court in the Czech Republic.
- 14.5 These GTCs and all the legal relationships arising from these GTCs shall be governed by the Czech legal order.
- 14.6 These GTCs are drawn up in the Czech and the English language. In case of a difference between the Czech and the English language versions, preference shall be given to the GTCs in the Czech language.