

General Terms and Conditions

Vissto s.r.o., reg. no.: 04475402, registered address: Krakovská 583/9, Nové Město, 110 00 Prague 1, company registered in the commercial register maintained by Prague City Court, section C, entry no. 248297

I. INTRODUCTORY PROVISIONS

- I.1. These General Terms and Conditions of Vissto s.r.o., reg. no.: 04475402, registered address: Krakovská 583/9, Nové Město, 110 00 Prague 1, company registered in the commercial register maintained by Prague City Court, section C, entry no. 248297 (hereinafter referred to as “**Vissto**”) refer to the Parties’ mutual rights and obligations arising in connection with or under an agreement on the use of a software product Vissto (hereinafter referred to as the “**software**”) between the User and Vissto as the licence provider, under which it provides the User with a licence to use the software.
- I.2. Vissto is the provider of a digital licence to use the software. On its website Vissto offers the possibility to use the software on the basis of a licence agreement, where after the set price has been paid the User receives an electronic licence to use the software, data files and a licence key.
- I.3. Provisions different to these General Terms and Conditions may be arranged in a separate agreement between the Parties. The different arrangements of such agreement shall prevail over the provisions of these General Terms and Conditions.
- I.4. Vissto may unilaterally amend these General Terms and Conditions. Vissto shall be required to publish the new version of the General Terms and Conditions on its website www.vissto.com without undue delay (hereinafter referred to as the “**website**”). The User shall be required to familiarise itself with the amended General Terms and Conditions. If the User continues to receive services or other performance provided by Vissto, the amended General Terms and Conditions shall become binding upon it and effective from the date that it received the service or performance. The User has the option to refuse this amendment to the General Terms and Conditions, by notice with a two-month notice period which shall commence as soon as notice is delivered. If the other Party does not give notice within 15 days of notification of the amendment to the General Terms and Conditions, it shall be assumed that that Party agrees to the amendment to the General Terms and Conditions.

II. Subject of the General Terms and Conditions, Parties’ rights and obligations

- II.1. The subject of the General Terms and Conditions is Vissto’s commitment to ensure that the User has the opportunity to use the software and any software supplements

(hereinafter also jointly referred to as the “**subject of the Agreement**”) and the User’s commitment to pay Vissto the contractual price for this opportunity to use the software.

- II.2. The user rights transferred by Vissto to the User in accordance with these General Terms and Conditions and the subsequent Licence Agreement concluded between Vissto and the User are limited exclusively to the User with the user rights to the extent of the respective End User Licence Agreement.
- II.3. A breach of the obligations under these General Terms and Conditions, as well as the unauthorised use, transfer or disclosure of the subject of the Agreement to a third party without the corresponding amendment to the agreement with Vissto is not permitted. In the event of a breach of these obligations Vissto shall have the right to immediately end the contractual relationship with the User and prevent it from continuing to use the software. Vissto shall also have the same right in the event of a breach of certain restrictions on the user rights resulting from the Licence Agreement and from these General Terms and Conditions.
- II.4. The use of the software is conditional on the conclusion of a Licence Agreement for the use of the software between the User and Vissto. This Agreement is concluded on the installation of the software.
- II.5. When using all the electronic content that it is provided with by Vissto, the User shall comply with the obligations set forth in these General Terms and Conditions, the Licence Agreement and copyright legislation. In the event that the User is in breach of such obligations, it shall be liable to pay damages. Furthermore, the User acknowledges that such conduct may be judged in accordance with criminal law.
- II.6. The User may not copy, distribute or in any way modify the purchased electronic content or otherwise duplicate it, make copies from it or otherwise dispose of it in violation of copyright or other legislation.

III. Vissto’s warranties

- III.1. Vissto guarantees that the software has the properties that the Parties have agreed upon and, in the absence of an arrangement, then such properties that Vissto has described or which the User expected in view of the nature of the software and according to Vissto’s advertising.
- III.2. Vissto furthermore guarantees that the software is intended for the purpose for which it is listed and for which an item of this kind is usually used.

IV. Consumer’s withdrawal from the Licence Agreement

- IV.1. If the user is a natural person – consumer (hereinafter referred to as the “**consumer**”), he/she has the right after the Agreement has been concluded to withdraw from it remotely without a reason, within 14 days after the access data to download the software is sent. A user that gives its business name and/or registration number when ordering shall not be deemed a consumer according to these General Terms and Conditions.
- IV.2. The consumer may exercise the right to withdraw from the Agreement in a clear written communication sent to the email address info@vissto.com, or sent through a postal operator to Vissto’s address. In the withdrawal notice the consumer shall clearly identify the subject of the Agreement, his/her name and address and the withdrawal date.
- IV.3. In the event of a valid and effective withdrawal from the Agreement by the consumer, the price paid for the use of the licence shall be refunded to the consumer by Vissto without undue delay, but within no more than 14 days. The amount shall be refunded to the account from which it was credited to Vissto’s account to pay the invoice for the software licence. In the event of a valid and effective withdrawal from the Agreement by the consumer, the price paid for the use of the licence shall be refunded to the consumer by Vissto without undue delay, but within no more than 5 days. The amount shall be refunded to the account from which it was credited to Vissto’s account to pay the invoice for the software licence.

V. Personal data protection

- V.1. Vissto declares and guarantees that all the personal data provided by the User shall be considered confidential and shall be used solely for performance arising from the contractual relationship between Vissto and the User and Vissto’s marketing purposes. In other cases it shall not otherwise be disclosed, provided to a third party or made otherwise available, except for Vissto’s obligations regarding distribution or payment concerning the ordered product.
- V.2. Personal data that is voluntarily provided to Vissto by the User to fulfil an order shall be collected, processed and stored in accordance with applicable Czech laws, in particular Act No. 101/2000 Coll., on Personal Data Protection. The User grants Vissto its consent to collect and process this personal data in order to fulfil the subject of the concluded Agreement for Vissto’s marketing purposes, in particular in order to send commercial messages and information regarding Vissto’s goods, services or business to the User’s electronic address, including through third parties until the User states in writing that it does not wish to be sent these messages, using an electronic contact form. The User agrees to cookies being stored on its computer.

VI. Order and prices

- VI.1. The specific prices for the individual products (types of software) are bindingly set on the website in the price list valid for the relevant period.

- VI.2. The price shall also be indicated in the message confirming receipt of the order.
- VI.3. The User may make an order either (A) via the website's electronic interface or (B) in an email sent to the address info@vissto.com.
- VI.4. Once an order has been made the User shall be issued an invoice for payment of the licence fee (subject of the Agreement). The User may use the following payment terms to pay the fee: Direct transfer to the account stated on the invoice, PayPal, GoPay.
- VI.5. The User's billing details cannot be changed after the order has been sent.

VII. Software delivery method

- VII.1. The subject of the Agreement shall be delivered electronically.
- VII.2. After the licence fee has been paid in full, i.e. after payment has been credited to Vissto's account, the User shall be granted access to use the software by being sent access data to download it from the website that the User has been given, as well as the End User Licence Agreement, which shall be concluded when the software is installed, and it shall also be given the licence number and the licence activation key.
- VII.3. The access data shall be sent to the User no later than 3 business days after the full payment amount has been credited to Vissto's account.

VIII. Final provisions

- VIII.1. Relations and any disputes arising under the Agreement shall be resolved exclusively according to Czech law and shall be settled by the relevant Czech courts.
- VIII.2. These General Terms and Conditions and all contracts and agreements between Vissto and the User shall be concluded in Czech. If a translation of a text is made for the User's purposes, the interpretation of the General Terms and Conditions, contracts and agreements in Czech shall apply if there is a dispute over the interpretation of terms.
- VIII.3. The relevant provisions of the Copyright Act and other legislation governing the use of computer programs and databases and penalties for their illegal use are not affected by these General Terms and Conditions.
- VIII.4. If any provision of these General Terms and Conditions is invalid and unenforceable, this shall not affect the validity of the other provisions of these General Terms and Conditions, which shall remain valid and enforceable.
- VIII.5. These General Terms and Conditions do not impose any obligations on Vissto other than the obligations specifically mentioned in these General Terms and Conditions.

VIII.6. These General Terms and Conditions, including their component parts, shall be valid and effective from 20.9.2017

Document version: 1.2

Date of revision: 11.10.2017

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