

TERMS AND CONDITIONS

The following terms and conditions of Match Hype s.r.o., Co. Reg. No. 194 95 579, with registered office at Drobného 296/20, Černá Pole, 602 00 Brno, a company incorporated under the laws of Czech Republic and registered in the Commercial Register maintained by the Regional Court in Brno under file number C 134858, govern the provision of personalized videos and other services, all on the terms and conditions set out below.

1. DEFINITIONS

- 1.1. **Authorized Person** – natural person (representative) authorized to act for the Customer who is a legal entity.
- 1.2. **Civil Code** – Czech Act No. 89/2012 Coll., the Civil Code, as amended.
- 1.3. **Complaint** – has the meaning set forth in Section 11.1.
- 1.4. **Confidential Information** – has the meaning set forth in Section 9.1.
- 1.5. **Copyright Act** – Czech Act No. 121/2000 Coll., the Copyright Act, as amended.
- 1.6. **Credit** – an amount corresponding to a discount on the Price to which the Customer becomes entitled in compliance with these Terms and Conditions; one Credit equals one unit of the currency of the Price agreed by the Parties.
- 1.7. **Customer** – natural person or legal entity acting in the scope of its business activities that has concluded or intends to conclude a Purchase Order with Match Hype.
- 1.8. **Customer Content** – any and all data or content provided by Customer to Match Hype for the delivery of Videos and provision of other Services, including any third-party data or content; such content may include content protected as intangible property (such as copyrighted work or artistic performance).
- 1.9. **GDPR** – has the meaning set forth in Section 10.2.
- 1.10. **Illegal Content** – has the meaning set forth in Section 11.1.1.
- 1.11. **Invoice** – a tax document meeting all the requirements set out in Section 5.5.
- 1.12. **License** – a license granted by Match Hype to the Customer to use the Video or other intangible assets specified in Article 7.
- 1.13. **Match** – sport event to which the Requested Video relates to.
- 1.14. **Match Hype** – Match Hype s.r.o., Co. Reg. No. 19495579, with registered office at Drobného 296/20, Černá Pole, 602 00 Brno, a company incorporated under the laws of Czech Republic and registered in the Commercial Register maintained by the Regional Court in Brno under file number C 134858.
- 1.15. **MDR** – a form of payment, where Customer pays each Period an amount equivalent to the multiple of the Price for a day (or its proportionate part) of the work of Match Hype's employee or contractor and the number of days (or their proportionate parts) that such employee or contractor actually provided Services based on an individual agreement of the Parties.

- 1.16. **Package** – scope and/or specification of Services agreed upon in the Purchase Order that the Customer may Request in compliance with these Terms and Conditions, such as:
 - 1.16.1. content of the Video and its possible variations that may be provided in a single Request;
 - 1.16.2. types of Matches covered by the Purchase Order (e.g., types of sports, specific leagues and players);
 - 1.16.3. specification of the Videos (e.g., language variations, maximum, minimum or fixed length, supported viewing formats, output file types and other technical specification);
 - 1.16.4. scope of License that will be granted to the Videos (e.g., territory limitation); and/or
 - 1.16.5. other scope and/or specification (such as whether Videos may include advertisement or types of branding to be included in the Videos).
- 1.17. **Party** – Match Hype and/or Customer, in particular as a contractual party to the Purchase Order.
- 1.18. **Pay-as-you-go** – a form of payment, where Customer pays each Period an amount equivalent to the sum of Prices of individual Services (Videos) provided in the preceding Period based on Customer's Requests.
- 1.19. **Period** – each and every billing period during the Term of the Purchase Order; unless agreed otherwise, such period is 1 (one) calendar month.
- 1.20. **Platform** – any of the technical means set out in Section 3.2, through which may Videos be delivered and other Services provided by Match Hype.
- 1.21. **Price** – price for Services that may be agreed on the basis of Subscription, Pay-as-you-go, MDR or a combination thereof.
- 1.22. **Price List** – public price list available at Match Hype's Website or other public source set out in the Purchase Order.
- 1.23. **Purchase Order** – contract concluded between the Parties in compliance with these Terms and Conditions, based on which Match Hype provides Services to the Customer.
- 1.24. **Request** – Customer's request for Services consisting in the delivery of a single Video related to a single Match based on the concluded Purchase Order and within the agreed Package; except for different Video variations agreed in the Package (Section 1.16.1), request for multiple Videos is, for the purposes of Pricing, considered as multiple requests.
- 1.25. **Services** – services consisting in data visualization as part of personalized Videos provided based on a Purchase Order, as well as other associated services set out in these Terms and Conditions or otherwise agreed upon by the Parties.
- 1.26. **Subscription** – a form of payment, where Customer pays each Period a fixed amount equivalent to the Price of the Subscription in exchange for its right to Request Services (Videos) to the extent set out in the Purchase Order in the upcoming Period, regardless of whether it takes advantage of such right.
- 1.27. **Term** – term for which the Purchase Order is concluded.
- 1.28. **Terms and Conditions** – these terms and conditions are set out hereunder.

- 1.29. **Video** – a video provided by Match Hype as part of its Services based on Customer’s individual Request.
- 1.30. **Website** – Match Hype’s website available at www.matchhype.com.

2. THESE TERMS AND CONDITIONS

- 2.1. Pursuant to the provisions of Section 1751(1) of the Civil Code, these Terms and Conditions govern the mutual rights and obligations of the Parties established in relation with or based on a Purchase Order entered into by and between Match Hype and the Customer, by which Match Hype undertakes to provide the Customer with Services specified hereunder and for which the Customer undertakes to pay the agreed Price, all of which subject to these Terms and Conditions. The provisions of the Terms and Conditions constitute an integral part of the Purchase Order from the moment of its effectiveness. By concluding the Purchase Order, the Customer confirms to have read these Terms and Conditions and to agree with them.
- 2.2. In case of any conflicts between these Terms and Conditions and the terms of the Purchase Order or other written arrangements between the Parties, such arrangements shall prevail over the provisions of these Terms and Conditions. These Terms and Conditions shall apply with respect to any matters not explicitly agreed upon otherwise by the Parties in the Purchase Order or otherwise in writing.
- 2.3. These Terms and Conditions concern only Services provided to Customers as natural persons and legal entities, who are acting in the scope of their business activities and their individual occupation (i.e., as entrepreneurs), upon entering the Purchase Order. Services are not intended to be provided to natural persons – consumers.

3. SERVICES

- 3.1. Subject to these Terms and Conditions, Match Hype shall provide Services in compliance with the Purchase Order concluded between the Parties and deliver Videos based on Customer’s individual Requests.
- 3.2. Match Hype may deliver Videos and provide other Services via any of these Platforms:
 - 3.2.1. an on-line platform operated by Match Hype;
 - 3.2.2. through a third-party tool agreed by the Parties; and/or
 - 3.2.3. through other technical means agreed by the Parties (such as API access, on-line communication tool, etc.).
- 3.3. The Customer is obligated to use the Platform in compliance with any applicable terms and conditions of Match Hype and/or a third party.
- 3.4. Match Hype shall deliver Videos within the timeframe agreed upon in the Purchase Order. For the purposes of these Terms and Conditions, Videos are considered delivered by Match Hype once made accessible to the Customer via the Platform, regardless of whether Match Hype has explicitly informed the Customer.
- 3.5. Match Hype may provide the Customer with a list of Matches that take place within a certain period of time on its own initiative or based on the Customer’s request via the Platform.

- 3.6. Both of the Parties undertake to provide each other with the cooperation necessary for the proper provision of Services.
- 3.7. Match Hype is entitled to suspend the Services at any time if:
 - 3.7.1. Match Hype reasonably believes that the Customer has violated or will violate these Terms and Conditions or the Purchase Order; or
 - 3.7.2. the Customer fails to pay the Price for Services within its due date in compliance with Section 5.5.
- 3.8. Match Hype shall resume the provision of Services without undue delay after the circumstances set out in Section 3.7 pass. Suspension of Services shall not affect Customer's obligations arising from the Purchase Order, including Customer's obligation to pay the Price. The Customer is not entitled to any remedy or other claims for the period during which the Services were suspended.
- 3.9. The Customer acknowledges that factors outside of Match Hype's control may cause disruptions to the provision of Services; in such case, Match Hype undertakes to make commercially reasonable efforts to resume the provision of Services as soon as the circumstances allow. Factors considered as outside of Match Hype's control pursuant to the preceding sentence are considered to be in particular external causes, such as interruptions (e.g., service outages), loss or malfunctions of utilities, communications or computer (software and hardware) services, including third-party software and services that the Services rely on.
- 3.10. If due to reasons caused by Match Hype it provides the Customer with a Video that is faulty, defective, inaccurate or otherwise in violation with these Terms and Conditions, it shall provide the Customer with a corrected Video without undue delay. If Match Hype provides the corrected Video in compliance with Section 4.8 and within the time frame per Section 4.1.6, it is deemed to have delivered the Video on time.

4. PURCHASE ORDERS AND REQUESTS

- 4.1. Each Purchase Order contains the following:
 - 4.1.1. identification of the Parties and the Customer contact e-mail address;
 - 4.1.2. date of the Purchase Order;
 - 4.1.3. Term for which the Purchase Order is concluded; unless agreed otherwise, the Purchase Order is concluded for a fixed 1 (one) year Term;
 - 4.1.4. Package agreed upon by the Parties (Section 4.2); with respect to any scope and/or specification not explicitly agreed by the Parties, Match Hype may provide Services at its discretion;
 - 4.1.5. Price for Services and a form of its payment; unless agreed otherwise, Services are provided on a Pay-as-you-go basis;
 - 4.1.6. timeframe in which a Video must be delivered based on Customer's Request; unless agreed otherwise, Videos must be delivered at least 1 (one) day prior to the date of the Match; and/or
 - 4.1.7. any additional terms, if agreed upon by the Parties.

- 4.2. Package may be agreed by the Parties by stipulating the scope and/or specification of the Services directly in the Purchase Order itself and/or by reference to Match Hype's Website or other public source set out in the Purchase Order.
- 4.3. The Purchase Order is executed based on the Customer's inquiry for Services and Match Hype's subsequent proposal for the basic terms of the Purchase Order delivered to the Customer. Any Customer's reservations and/or suggestions for changes to the terms of the Purchase Order are only binding if explicitly accepted by Match Hype. The Purchase Order becomes effective once signed by both Parties. Match Hype reserves the right to suspend or terminate the negotiations regarding the Purchase Order at any time; the provisions of Section 1729 of the Civil Code shall not apply.
- 4.4. With respect to the Customer as a legal entity, upon entering into the Purchase Order, it must always be represented by an Authorized Person. By concluding the Purchase Order, the Authorized Person confirms to have all needed authorizations and delegations to act for the Customer in this manner. The Authorized Person is not a Party to the Purchase Order; it is always the Customer itself only.
- 4.5. Based on the Purchase Order, the Customer may deliver to Match Hype individual Requests for Videos within the scope of the agreed Package. Unless agreed otherwise, Requests must be delivered via the Platform. Each Request must be delivered to Match Hype at least 7 days prior to the date when Match Hype is obligated to deliver the Videos per Section 4.1.6 and contains in particular the following:
 - 4.5.1. content of the Video and its variations, if agreed in the Package;
 - 4.5.2. specification of the Match to which the Video(s) should relate;
 - 4.5.3. number of Videos requested and specification of each of the Videos;
 - 4.5.4. Customer Content necessary for Match Hype to provide the Services (Section 4.8); and/or
 - 4.5.5. other scope and/or specification in compliance with the Package.
- 4.6. If agreed by the Parties in the Purchase Order, Requests set out in Section 4.5 may be automated via integration of Match Hype's Services with Customer's own software solution.
- 4.7. The Customer shall provide Match Hype with all Customer Content (including necessary licenses, if applicable) for the fulfillment of Customer's Request and the provision of Services in compliance with these Terms and Conditions. The Customer hereby acknowledges, that for the purposes of provision of Services and unless agreed otherwise, Match Hype does not provide any content or associated licenses.
- 4.8. Match Hype will deliver Videos in compliance with the Request and within such a period to comply with the agreed time frame per Section 4.1.6, provided that such Request:
 - 4.8.1. is delivered to Match Hype within the deadline per Section 4.5;
 - 4.8.2. is within the scope of the Package agreed upon by the Parties in the Purchase Order;
 - 4.8.3. contains all information necessary for the creation and delivery of the Video by Match Hype; and

- 4.8.4. is otherwise in compliance with these Terms and Conditions and the concluded Purchase Order.
- 4.9. Even if the Request is not in compliance with Section 4.8, Match Hype may, at its discretion:
 - 4.9.1. deliver the Videos in compliance with the Request, even if delivered past the agreed date or outside of the scope of the agreed Package;
 - 4.9.2. provide the Services within the scope of the agreed Package (e.g., disregard parts of the Request that are outside of the scope of the Package) or provide the Services partially (e.g., deliver lower number of Videos that are still covered by the Subscription); and/or
 - 4.9.3. provide the Services based on the information provided, even if some of the information necessary for the creation and delivery of the Video by Match Hype is missing.
- 4.10. Match Hype reserves its right to reject any Request or part thereof that is not in compliance with Section 4.8; even in such case, Match Hype may, at its discretion and within the deadline for the delivery of the Request per Section 4.5, reject and return the Request to the Customer for correction; in such case, the whole process shall commence again from the delivery of a corrected Request pursuant to Section 4.5 et seq.

5. PRICE AND PAYMENT TERMS

- 5.1. The Price may be agreed by the Parties directly in the Purchase Order and/or by reference to the Price List. The Price is payable each Period based on an Invoice issued by Match Hype and delivered to the Customer in compliance with these Terms and Conditions. Subject to the agreement of the Parties, each Period the Price consists of a combination of any of the following:
 - 5.1.1. Price for Services on the basis of a Subscription for the upcoming Period;
 - 5.1.2. Price for Services on Pay-as-you-go basis that were provided in the preceding Period, including Services outside of the scope of a Subscription; and/or
 - 5.1.3. Price for Services on the basis of a MDR that were provided in the preceding Period.
- 5.2. If agreed by the Parties in the Purchase Order, the Customer is entitled to Request Videos to the extent agreed in the Purchase Order for a fixed agreed Price paid each Period in the form of a Subscription. Without prejudice to the provision of Section 5.10, the Customer is obligated to pay the full Subscription Price for each Period of the Term, regardless of the number of its Requests or the scope of Services provided that are covered by the Subscription. If the Services are provided for a part of the respective Period, the Price of Subscription shall be adjusted proportionately with respect to the number of days of the provision of Services.
- 5.3. Unless agreed otherwise by the Parties, the Customer is entitled to Request Videos for an agreed Price paid for each such Request on a Pay-as-you-go basis; Pay-as-you-go basis shall likewise apply to any Requests outside of the scope of a Subscription.
- 5.4. If agreed by the Parties in the Purchase Order, Match Hype may provide the Customer with Services based on an individual agreement of the Parties and agreed MDR. In such case, Match Hype is entitled to a Price corresponding to the number of days (or their proportionate parts)

that Match Hype's employee or contractor provided Services to the Customer and the Price of Match Hype's employee or contractor work. Match Hype shall provide the Customer with a statement of work with respect to the Services provided in the respective Period as part of an Invoice.

- 5.5. Match Hype shall issue an Invoice at the latest on the 14th (fourteenth) day of the Period for which the Invoiced amount is to be paid in compliance with Section 5.1. The Invoiced amount is due in 14 (fourteen) days from the moment of delivery of a duly issued Invoice to the Customer. The Invoice must include all essentials of a tax receipt pursuant to legal regulations in effect, otherwise, the Customer has the right to return the Invoice to Match Hype; in such case the foregoing period shall be interrupted and commence again from the delivery of a corrected Invoice in compliance with this provision.
- 5.6. Unless explicitly stated otherwise in these Terms and Conditions, Price is inclusive of all costs associated with the provision of Services. The Customer shall bear all costs associated on its side, in particular while accessing the Platform (such as Internet connection fees), international payment bank fees, costs for conversion between currencies (if the Customer's payment is in another currency than the currencies specified in Section 5.13), as well as costs for the means of remote communication incurred to it upon the execution and fulfilment of the Purchase Order.
- 5.7. If Match Hype fails to provide Services duly and on time in compliance with Section 4.8, including cases of Services disruptions (Section 3.9) or faulty Services (Section 3.10), the Customer is entitled to request Credits from Match Hype in the following extent:
 - 5.7.1. with respect to Services provided within the scope of a Subscription, the number of Credits equals to Price per Section 5.1.1 multiplied by a fraction of number of Requests which were not fulfilled in compliance with Section 4.8, and number of Requests covered by the scope of the Subscription; and/or
 - 5.7.2. with respect to Services provided on Pay-as-you-go basis, the number of Credits equals the sum of individual Prices for each Request for Services (Videos) which were not fulfilled in compliance with Section 4.8.
- 5.8. Credits, alongside any associated claims of the Customer, expire if:
 - 5.8.1. the Customer fails to exert its claim for Credits within 2 (two) months from the end of the respective Period, in which Match Hype failed to provide Services in compliance with Section 4.8; or
 - 5.8.2. the Purchase Order ends for any reason whatsoever, such as due to its expiration or termination.
- 5.9. The Customer hereby acknowledges that Credits according to Section 5.7 constitute Customer's sole remedy for Match Hype's failure to provide Services in compliance with these Terms and Conditions and Customer is not entitled to any additional claims. The Customer is not entitled to Credits with respect to any Services that were not provided due to their suspension in compliance with Section 3.7.
- 5.10. Based on Customer's written request, Match Hype shall deduct an amount equivalent to Credits to the extent set out in Section 5.7, from the Price per Section 5.1 above for the upcoming

Period; if the amount of deductions were to exceed the Price payable for such upcoming Period, Match Hype shall deduct the remainder in subsequent Period(s).

- 5.11. Unless stated otherwise, all Prices exclude the value added tax and statutory value added tax will be added to all Prices. The date of individual taxable performance is, for the purposes of VAT, the last day of the Period for which the Price is paid.
- 5.12. All Customer's payments under the Purchase Order must be paid via a bank transfer to Match Hype's bank account stated in the Invoice or via other means if agreed by the Parties. The payments are considered to be executed on the day on which the respective amount is credited to Match Hype's bank account.
- 5.13. Unless stated otherwise, all Prices are in EUR.
- 5.14. If agreed by the Parties, Match Hype may provide the Customer, for a limited period or for the duration of the Purchase Order, with a demo access, trial and/or discount for the provision of Services. The Customer hereby acknowledges that in such case Services may be provided in a limited manner agreed by the Parties.

6. OBLIGATIONS OF THE PARTIES

- 6.1. Both the Parties undertake to act solely in accordance with applicable legal regulations and these Terms and Conditions.
- 6.2. The Customer undertakes to:
 - 6.2.1. only use Videos for the purposes and in the ways set out in these Terms and Conditions;
 - 6.2.2. refrain from any actions that would infringe on the rights of third parties or of Match Hype;
 - 6.2.3. comply with all legal regulation applicable to its business activities as well as the Services, and should Match Hype be subject to any specific legal regulation due to its contractual relationship with the Customer and/or the Services, it undertakes to notify Match Hype of such regulation prior to the conclusion of a Purchase Order or prior to when such regulation takes effect;
 - 6.2.4. provide Match Hype only with correct, full and up-to-date data, for the purposes of conclusion of a Purchase Order; and
 - 6.2.5. fulfill other obligations set out in these Terms and Conditions.
- 6.3. Match Hype undertakes to deliver Videos and provide other Services to the Customer in compliance with these Terms and Conditions.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Both the Customer Content, as well as the Videos or other Match Hype deliverables, may constitute a copyrighted work pursuant to the Copyright Act subject to the provisions of this Article 7.
- 7.2. The Customer grants Match Hype a license to use any Customer Content at the moment of its

handover for the purposes of provision of Services. Unless agreed otherwise, such a license shall:

- 7.2.1. be non-exclusive, transferable (assignable), and sublicensable;
 - 7.2.2. be royalty-free (free of charge); the Customer has no right to any additional remuneration in relation with the provision or use of the Customer Content from Match Hype; to the extent permitted by applicable laws, Parties explicitly exclude Customer's claim to any additional remuneration for the provision of the license to Customer Content;
 - 7.2.3. be worldwide, limited to the duration of the Purchase Order and unlimited in terms of quantity;
 - 7.2.4. include Match Hype's right to use Customer Content both in its original and modified (altered) form for the purposes and in the manner necessary for the provision of Services; and
 - 7.2.5. entitle Match Hype to publish, modify (alter) and process Customer Content, as well as combine it with other copyrighted works, include it in a collective work, or complete an incomplete work.
- 7.3. Match Hype grants the Customer a License to use the Video at the moment that it makes it accessible to the Customer via the Platform. Unless agreed otherwise, such a License shall:
- 7.3.1. be non-exclusive, non-transferable (non-assignable), and non-sublicensable;
 - 7.3.2. be subject to fees, which are already included in the Price with respect to the individual Services provided;
 - 7.3.3. be worldwide, perpetual (for the duration of economical rights) and unlimited in terms of quantity;
 - 7.3.4. include the Customer's right to use Video only in its original form for the purposes and in the manner necessary for the purposes of the Purchase Order; unless agreed otherwise, the Customer is entitled to use the Video for promotion and marketing purposes only; and
 - 7.3.5. entitle the Customer to publish the Video.
- 7.4. Unless agreed otherwise, the provision of this Article 7 shall likewise apply to other intangible assets protected by the law (other than copyrighted works) included in the Services and/or otherwise provided by one of the Parties to the other Party.

8. WARRANTIES, LIABILITY

- 8.1. Match Hype undertakes to make commercially reasonable efforts to provide Services duly and on time. However, the Customer hereby acknowledges that despite its efforts, Match Hype may fail to provide Services duly and on time, especially due to factors outside Match Hype's reasonable control (such as circumstances set out in Section **Error! Reference source not found.**). Match Hype therefore, to the maximum extent permitted by applicable laws, provides all of the Services under these Terms and Conditions on an "*as-is*" basis and with the exception of cases set out hereunder or otherwise explicitly agreed by the Parties makes no representations or warranties as to the Services provided. Match Hype disclaims all implied

warranties in connection with the concluded Purchase Order. The Customer waives all claims from faulty performance of Match Hype in relation to the Services to an extent allowed by applicable laws.

- 8.2. The Customer hereby represents and warrants that it has obtained all necessary rights and is entitled to exercise rights to Customer Content and provide it to Match Hype pursuant to Section 4.7 for the purposes set out in these Terms and Conditions, and that such Customer Content and their use by Match Hype is not subject to any other consent of any collective administrator or a third person and will not violate applicable laws and/or infringe on the rights of third parties, in particular intellectual property rights (namely the trademark rights, industrial design rights, business organization rights, copyright or rights relating to copyrights) or relating to acts of unfair competition. The Customer also guarantees that in relation to the use of the Customer Content Match Hype will not be obliged to pay any additional remuneration to any person (or settle another liability). The Customer undertakes to provide Match Hype only with such Customer Content, whose origin is known to the Customer. The Customer bears full responsibility for any Customer Content provided to Match Hype in connection with the Services and Match Hype is not obliged to examine such Customer Content in any way. If applicable, the Customer is obligated to inform Match Hype of any legal or other restrictions on Match Hype's use of Customer Content, in particular with respect to the scope of its license to the Customer Content and rights of third parties.
- 8.3. In case any of the Customer's representations prove to be untrue or inaccurate, the Customer is obliged, at Match Hype's request, to compensate Match Hype for any damage caused to Match Hype in relation to such an untrue or inaccurate representation of the Customer (including all costs for court and other proceedings). The Customer further agrees to gain all rights for Match Hype at their own costs under these Terms and Conditions so that Match Hype may continue in the proper performance of the Purchase Order. Match Hype's other possible claims according to legal regulations are not hereby affected.
- 8.4. At its own costs, the Customer shall defend Match Hype against any claims of third parties exercised against Match Hype or its customers or business partners in relation to the infringement of intellectual property rights caused by an inaccurate representation of the Customer according to this Article of the Terms and Conditions.
- 8.5. To the maximum extent permitted by applicable laws, Match Hype will not be held liable for any damage caused to the Customer in relation to the Services and/or operation of the Platform. Match Hype is especially not obliged to compensate the Customer for any damage caused:
 - 8.5.1. resulting from any errors in the Video or provision of Video that is faulty, defective or inaccurate;
 - 8.5.2. as a consequence of impossibility to use the Platform or receive the Services;
 - 8.5.3. by modifications to these Terms and Conditions;
 - 8.5.4. as a consequence of using the Services deliverables and/or the Platform in violation with these Terms and Conditions or applicable laws;
 - 8.5.5. as a consequence of using a service or product provided by a third party; and/or
 - 8.5.6. independently on Match Hype's will.

8.6. If the Platform is operated by Match Hype, the Customer hereby acknowledges that Match Hype takes commercially reasonable effort during the performance of the Purchase Order to ensure the security of information transferred through the Platform. However, Match Hype bears no responsibility for the infringement of security of the Platform and transferred information caused independently of Match Hype's will in spite of taking adequate effort to secure the information by Match Hype. With respect to Platform operated by third parties, the Customer hereby acknowledges that Match Hype bears no responsibility whatsoever for the infringement of security of the Platform and transferred information and the Customer uses the Platform at its own risk. The Customer is obliged to adopt all suitable measures to protect its data, namely by making backups in machine-readable formats in intervals common for this activity, however, at least once in a day. Match Hype bears no responsibility for the loss of Customer's data and their recovery, if such loss could have been prevented by fulfilling the obligations set forth in this provision.

9. CONFIDENTIALITY

9.1. The Parties hereby acknowledge that during the fulfilment of the Purchase Order they may provide each other with information that is confidential. Unless the Parties explicitly agree otherwise in writing, all information that is or could be part of a business secret of either Party is understood as confidential, for instance information about customers, customer data (except for published Customer Content), information about business and marketing procedures and strategies, know-how, contracts with third parties, business partners, employees and internal relations, information about individually arranged conditions of the Purchase Order and about the fulfilment of the Purchase Order, as well as any other information the disclosure of which could cause harm to either Party ("**Confidential Information**").

9.2. Any Confidential Information of either Party remains to be the exclusive property of the Party, and the other Party takes the same amount of effort for the information to remain confidential and for its protection, as if it was its own Confidential Information. Apart from the extent that is needed for cooperation during the fulfilment of the Purchase Order, the Parties agree to refrain from reproducing the Confidential Information of the other Party in any way, from disclosing it to any third party or its own employees and representatives except from such employees that need to be acquainted with the Confidential Information in order to fulfil the Purchase Order. The Parties also agree to refrain from using the Confidential Information of the other Party otherwise than for the purposes of fulfilment of the Purchase Order.

9.3. The provision of this Article 9 is not affected by the termination of the effect of the Purchase Order for any reasons whatsoever, and its effect is terminated after 10 (ten) years of termination of the Purchase Order.

10. PERSONAL DATA PROTECTION, DATA PROCESSING AGREEMENT

10.1. Match Hype, as the data controller, informs about the processing of Customer's (or Authorized Persons') personal data within the provision of Services in the document "*Privacy Policy*" available on: www.matchhype.com .

10.2. In relation to the personal data provided to Match Hype in connection with the Services by Customer, Match Hype acts as the processor of the personal data for the Customer. Therefore,

Match Hype and the Customer arrange in this Article the following obligations of the processor relating to Match Hype pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, Article 28, general regulation on the protection of personal data, as amended (“**GDPR**”).

- 10.3. The purpose of processing personal data by Match Hype is to fulfil the Purchase Order. It specifically concerns the processing of personal data for the purposes of provision of Services and if operated by Match Hype, operating and allowing to use the Platform and its functions. Match Hype is not authorized to process personal data, processed by Match Hype as the processor, for other purposes than the purposes determined by the Customer in the Purchase Order.
- 10.4. Match Hype shall process the personal data for the period needed for the fulfilment of the Purchase Order, and unless instructed otherwise according to Section 10.6.7, Match Hype shall erase all personal data processed by Match Hype as the processor for the Customer without undue delay after the termination of the fulfilment of the Purchase Order, no later than within 1 (one) month.
- 10.5. Match Hype shall process personal data provided by Customer for the purposes of creating personalized Videos, the specific extent of which depends on the Customer; usually, it concerns the following types of personal data of the stated categories of data subjects:
 - 10.5.1. identification and contact details of the Customer – natural person (name, surname, Company ID, VAT ID, registered office, e-mail, telephone);
 - 10.5.2. access data to the Customer account;
 - 10.5.3. invoicing data of the Customer;
 - 10.5.4. data from communication with the Customer and other data about the fulfilment of the Contract;

These data will not fall into the special category of personal data within meaning of Art. 9 of the GDPR (so-called “sensitive data”).

- 10.6. When processing the personal data for the Customer, Match Hype agrees to the following:
 - 10.6.1. process the personal data only based on the instructions given by the Customer, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by EU or Member State law to which the Customer is subject; in such a case, Match Hype shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - 10.6.2. ensure that the persons authorized to process personal data agree to remain confidential or that they are subject to the legal obligation of confidentiality;
 - 10.6.3. adopt all technical and organizational measures to ensure the security level corresponding to the given risk, at least in the extent required by Article 32 of GDPR;
 - 10.6.4. follow the conditions of including another processor (namely the conditions of Article 28(2 and 4) of GDPR, including the prior consent of the Customer for this inclusion);

- 10.6.5. take into consideration the nature of the processing, be of assistance to the Customer by means of suitable technical and organizational measures, if possible, for the fulfilment of Customer's obligation to respond to the application for the exercise of rights of the data subject stated in Articles 12-23 of GDPR, i.e. application of the person for whom the Customer is the processor;
 - 10.6.6. to be of assistance to the Customer when providing accord with the obligations in compliance with Articles 32-36 of GDPR, (namely the obligation to secure personal data, report security incidents etc.);
 - 10.6.7. according to the Customer's decision, erase all personal data, or, if requested by the Customer, return them to the Customer after the termination of the fulfilment of the Purchase Order, and erase their existing copies, unless stipulated otherwise in the legislation. In the case of termination of the Purchase Order, Match Hype is obliged to proceed according to Section 10.4;
 - 10.6.8. provide Customer with all information necessary to prove that the obligations defined in this Article of the Terms and Conditions have been fulfilled, and allow audits, including inspections, performed by the Customer or by another auditor assigned by the Customer bound to confidentiality, and to be cooperative with respect to these audits; the Customer may only carry out an audit in relation to the documents and premises necessary to verify the compliance with this Article of the Terms and Conditions, and will not unreasonably disrupt the business operation of Match Hype; costs of the audit are born by the Customer;
 - 10.6.9. report to the Customer any breach of security of personal data without undue delay after learning so and with regard to the Customer being able to duly and timely fulfil their obligation in compliance with Article 33 or 34 of GDPR;
 - 10.6.10. notify the Customer immediately of its assumption that the Customer's instruction breaches the legal regulations for the protection of personal data.
- 10.7. The Customer grants Match Hype consent to engage other processors (sub-processors) in the processing of personal data under the Purchase Order. Match Hype undertakes to inform the Customer sufficiently in advance of the intended engagement of another sub-processor and/or of any changes in the sub-processors. The Customer may object to the engagement of the sub-processor within 5 (five) working days of Match Hype's notification.
- 10.8. The Customer hereby also grants consent with the inclusion of the following sub-processors:
- 10.8.1. Microsoft Ireland Operations Limited, One Microsoft Place, Leopardstown, Dublin, Ireland. Personal data may be transferred by the processor to the US on the basis of EU Commission adequacy decision that the US provides adequate protection for the data (under the Data Privacy Framework) or to another country outside the EU on the basis of so-called standard contractual clauses issued by the EU Commission and the adoption of other data security measures.
 - 10.8.2. Auth0 Inc., 10800 NE 8th Street, Suite 700, Bellevue, WA 98004, USA.

11. REPORTING ILLEGAL CONTENT

- 11.1. If the Platform is operated by Match Hype, the Customer may at any time, including any of its users, contact Match Hype with complaints about:
 - 11.1.1. illegal content on the Platform (if the Customer believes that the Platform contains any content that is in violation of the Purchase Order or the applicable laws, including (but not limited to) content that infringes copyright, trademark or other intellectual property rights) ("**Illegal Content**"),
 - 11.1.2. the Platform or Match Hype,
 - 11.1.3. other users and their conduct, activities within the Platform, or
 - 11.1.4. other facts or circumstances relating to the operation of the Platform, including suggestions for improvement("Complaint").
- 11.2. The Complaint shall be submitted via Match Hype's contact e-mail address. The Complaint must always state:
 - 11.2.1. name and surname, contact details (e-mail, delivery address),
 - 11.2.2. a description and justification of the Complaint (what it concerns, what happened, what you see as the problem and what you require),
 - 11.2.3. if the Complaint relates to content on the Platform, the URL to the page where the content to which the Complaint relates is located; you may also attach a screenshot of the content.
- 11.3. By submitting a Complaint, you warrant that you believe in good faith that the information and allegations in the Complaint are true and current, accurate and complete. Filing a Complaint that is made in bad faith, intentionally false or otherwise misleading is a breach of the Purchase Order.
- 11.4. Match Hype shall acknowledge the submission of a Complaint to the Customer by email without undue delay.
- 11.5. Match Hype shall thereafter investigate the Complaint within a period of time which is reasonable in relation to the nature of the Complaint, but not later than 14 (fourteen) days of receipt of the Complaint. As part of the investigation, Match Hype shall take such steps as it considers appropriate having regard to the nature of the Complaint. Match Hype may request additional information, documentation or other assistance necessary to investigate the Complaint; the Customer undertakes to provide such assistance without delay, failing which Match Hype may extend the time limit for investigating the Complaint.
- 11.6. If Match Hype finds the Complaint to be justified, it shall take the necessary remedial action without delay. If it is confirmed that there is Illegal Content on the Platform, it shall delete the Illegal Content or prevent access to it without undue delay.
- 11.7. Match Hype shall inform the Customer of the outcome of the investigation of the Complaint and of any corrective measures taken via Customer's contact details without undue delay after the investigation of the Complaint has been completed.

12. MUTUAL COMMUNICATION

- 12.1. All notifications between the Parties relating to the Purchase Order, or such that are made under it, must be made in writing and delivered to the other Party. The requirement of the written form must be kept even if the notification is made electronically by email to the below-stated address.
- 12.2. Contact details of the Parties:
 - 12.2.1. Match Hype: e-mail: hello@matchhype.com, delivery address: Match Hype's registered address.
 - 12.2.2. The contact details specified in the Purchase Order shall be used for communication with the Customer.
- 12.3. The Parties further agree that in the case of any changes made to the contact details they must inform the other Party no later than within three (3) business days.

13. TERM AND TERMINATION

- 13.1. If the Purchase Order is concluded for a fixed Term, it shall lapse on the last day of the agreed Term; the Parties may agree on an extension for an additional Period or on changing the Term for an indefinite period. Match Hype's continuation of the provision of Services and Customer's payment of Price for the upcoming Period shall be considered as the Parties' agreement on an extension of the Purchase Order for 1 (one) additional Period.
- 13.2. Unless agreed otherwise, either Party is entitled to terminate the Purchase Order for any or no reason by a written notice delivered to the other Party with a 3 (three) months' notice period that commences on the 1st (first) day of the Period immediately following the Period, in which the notice was delivered to the other Party.
- 13.3. Match Hype is entitled to terminate the Purchase Order for cause by a written notice delivered to Customer with immediate effect in cases when the Customer breaches the Purchase Order materially, provided that prior to the termination of the Purchase Order, Match Hype informed the Customer of such breach and the Customer took no remedy within an additional adequate period provided by Match Hype that was no shorter than 3 (three) business days. The material breach of the Purchase Order is (including, but not limited to):
 - 13.3.1. Customer's default with the fulfilment of its obligations under the Purchase Order that lasts longer than 30 (thirty) days, including the default in the payment of any amount under the Purchase Order;
 - 13.3.2. breach of the terms and conditions of using the Platform;
 - 13.3.3. If any of the representations made by the Customer in this Purchase Order prove to be untrue, incomplete, or inaccurate, or
 - 13.3.4. breach of obligation to protect Confidential Information.
- 13.4. If the Parties agree on a modification of terms of the concluded Purchase Order and unless agreed otherwise, such modification shall be effective from the upcoming Period immediately following the Period in which the Parties have come to the agreement.

- 13.5. The Parties exclude the legal options of withdrawal from the Purchase Order and its termination.
- 13.6. Upon the termination or expiry of the Purchase Order, the Customer shall erase all of its data and Customer Content from the Platform; if necessary, Match Hype shall provide Customer with all necessary cooperation for this purpose.

14. COMMON AND FINAL PROVISIONS

- 14.1. Match Hype is entitled to use the performance for the Customer under the Purchase Order for its own presentation or as reference.
- 14.2. Match Hype has the right to unilaterally and at its discretion amend or change these Terms and Conditions. This amendment and/or change will be published on the Website and information about this amendment and/or change will be sent to the Customer to its contact e-mail address. On the day of effectiveness of the new version of the Terms and Conditions, the preceding version of the Terms and Conditions loses effect. Should the Customer disagree with the changes, they have the right to terminate the Purchase Order pursuant to Section 13.2; in such case, the version of Terms and Conditions before the change shall apply for the remainder of the Term of the Purchase Order.
- 14.3. If the Price is agreed by the Parties by reference to a publicly available Price List, the procedure set out in Section 14.2 shall apply likewise to amendments or changes to the Price List. Unless the Price is agreed by the Parties by reference to the Price List, changes to the Price List will not affect any Price agreed by the Parties directly in the Purchase Order.
- 14.4. Should any of the provisions of these Terms and Conditions be or become null and void and unenforceable, it is without prejudice to the validity and enforceability of other provisions of the Terms and Conditions.
- 14.5. The Customer agrees that Match Hype has the right to assign the Purchase Order or its part to a third person. Customer has no right to transfer or otherwise encumber their receivables from Match Hype without Match Hype's prior written consent.
- 14.6. The Customer assumes the risk of change in the circumstances pursuant to the provisions of Section 1765(2) of the Civil Code. The Parties exclude the application of provisions of Section 557 of the Civil Code.
- 14.7. These Terms and Conditions as well as any legal relations established based on these Terms and Conditions and dispute resolution are subject to the rules of law in the Czech Republic and shall be settled by Czech courts, District Court of Prague 1 or, where relevant, Municipal Court of Prague.
- 14.8. These Terms and Conditions come into effect on 1. 12. 2024.