

GENERAL TERMS AND CONDITIONS

MONTO, s.r.o.,

company ID no. 251 85 799, with registered office at Žerovná 503/5, České Budějovice 4, 370 04 České Budějovice, registered in the Commercial Register maintained by the Regional Court in České Budějovice, Section C, Insert 8446 (the “Company”) for the provision of services via the SimpleGate web portal located at www.simplegate.eu

1. Introductory Provisions

- 1.1. The Company provides services consisting of basic advertising of vacancies in the Member States of the European Union (the “Basic Database”), provision of more detailed information on vacancies in the Member States of the European Union (the “Extended Database”), provision of a comparison of the User’s profile with vacancies and a summary in the form of a list (the “Matching List”), and the provision of information on the procedure for obtaining work and residence permits or other similar permits in the Member States of the European Union selected by the Registered User during the registration process (the “Immigration Permit Information”) (the Basic Database, the Extended Database, the Offer Matching and the Immigration Permit Information together hereinafter referred to as the “Services”).
- 1.2. The Services are provided through the SimpleGate web portal available at www.simplegate.eu (the “Website”).
- 1.3. The Company is the author of the Basic Database and the Extended Database published via the Website.
- 1.4. The Company provides the Services exclusively to job seekers from countries outside the European Union who are not acting in the course of their business or in the course of their independent practice of their profession (the “User”). The Services do not consist of job placement.
- 1.5. In view of the above, the Company - in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (the “Civil Code”) - issues the following general terms and conditions (the “Terms and Conditions”), which regulate the mutual rights and obligations in contractual relationships between the Company and the User.
- 1.6. The rights and obligations of the Company and the User, which are not expressly regulated by these Terms and Conditions, are governed by the applicable laws of the Czech Republic, in particular the Civil Code, and the laws of the European Union.
- 1.7. The Company’s contact details are available in clause 9.4 of these Terms and Conditions and on the Website.

- 1.8. The provisions of these Terms and Conditions form an integral part of the Agreement. The Agreement and the Terms and Conditions are drawn up in the Czech language. The Agreement may be concluded in the Czech language.

2. User account

- 2.1. By registering on the Website, the User can create their personal profile free of charge, access their user interface and gain access to the Basic Database (the "User Account" and the "Registered User").
- 2.2. Prior to the registration, the User is obliged to read these Terms and Conditions. By registering, the User agrees to these Terms and Conditions and agrees to comply with them. If the User does not agree with the wording of these Terms, they are obliged to leave the Website immediately and not to use the Website in any way.
- 2.3. When registering on the Website, the User is obliged to provide all the information correctly and truthfully. The Registered User is obliged to update the information provided in the User Account without an undue delay, but no later than within 10 days after the change. The information provided by the Registered User in the User Account shall be deemed correct by the Company.
- 2.4. Upon a successful registration, the Company will send an email message to the Registered User's email address provided during registration with a link to complete the registration. If the Registered User clicks on this link, the registration is complete and the Company will send to the Registered User another email message with the User's account login details.
- 2.5. Access to the User Account is secured by a username and password. The Registered User is obliged to maintain confidentiality of the information necessary to access their User Account.
- 2.6. The Registered User is not allowed to let third parties to use the User Account. Violation of this provision is a material breach of the Agreement and entitles the Company to immediately cancel the User Account.
- 2.7. The Registered User acknowledges and understands that the User Account may not be available continuously, especially with respect to necessary maintenance of the Company's hardware and software equipment, or necessary maintenance of hardware and software equipment of third parties.

3. Fee, payment terms and conclusion of the Agreement

- 3.1. The Registered User may also avail of the charged services of access to the Extended Database and the Immigration Permit Information (the "Charged Service") for an aggregate fee of USD 30 (thirty US dollars) (the "Fee"). At the time the Fee is credited to the Company's account, a service agreement (the "Agreement") is entered into between the Company and the Registered User.

- 3.2. The Service is provided on an on-call basis. The Company does not issue a written confirmation of receipt of the order.
- 3.3. The costs of providing and delivering the Service (e.g. the costs of providing the content of the Immigration Permit Information, maintaining the Website, the costs of operating the servers, etc.) are borne by the Company. The User bears the cost of the Internet connection in order to use the Services.
- 3.4. If the Registered User chooses to use the Charged Service, the Registered User may pay the Fee in one of the following way
 - 3.4.1. by wire transfer to the Company's account No. 9519212/0800, maintained with Česká spořitelna a.s. (the "Company Account"),
 - 3.4.2. non-cash through a payment system; or
 - 3.4.3. cashless by credit card.
- 3.5. The Company does not require a deposit or other similar payment from the Registered User.
- 3.6. The Company does not warrant the quality of the Service beyond the statutory rights from defective performance.
- 3.7. The Company accepts payments in USD (United States Dollar) currency only. The Company shall provide the Charged Service to the Registered User without an undue delay after the Fee has been credited to the Company's account.
- 3.8. The Fee is not adjusted to the person of the Registered User based on automated decision-making.
- 3.9. Following the conclusion of the Agreement, the Company may provide the Registered User with an additional service consisting in sending the Registered User, once a month, a list of vacancies in the Member States of the European Union selected by the Registered User to the e-mail address specified in the User Account (Article 2.3 of the Terms and Conditions). The list will be created on the basis of an automatic comparison of the data provided by the Registered User in the User Account with the data in the Extended Database (the "Additional Service"). The Additional Service is provided by the Company on a voluntary basis and the Company reserves the right to change, suspend or terminate it at any time.
- 3.10. The Company is entitled to change the amount of the Fee at any time. Any such change shall not apply to Agreements already concluded.

4. Rights and Obligations of the Parties

- 4.1. The Company is obliged to provide the Registered User with the Charged Service against payment of the Fee.

- 4.2. The Company undertakes to endeavor to ensure that the information provided in connection with the Charged Service is up-to-date and accurate at all times. However, the Company does not warrant that such information will always be complete, up-to-date or error-free and shall not be liable for any loss that may arise as a result of reliance on such information.
- 4.3. The Company is entitled to update and change the content of the Website at any time.
- 4.4. The Company shall be entitled to cancel the User Account, in particular if the Registered User does not use their User Account for more than 1 year or if the User breaches their obligations under the Terms and Conditions or the Agreement.
- 4.5. The Registered User is entitled to access their User Account under the terms and conditions set out in these Terms and Conditions.
- 4.6. The Registered User is entitled to terminate their User Account at any time.
- 4.7. The Registered User may be served at the electronic address provided in the User Account.

5. Privacy Policy

- 5.1. The Company is obliged to ensure the security of the Registered User's personal data and to process it in accordance with applicable law, further information is provided in the Company's Privacy Policy, which is available on the Website.
- 5.2. The Company shall fulfil its information obligation towards the Registered User within the meaning of Article 13 of Regulation (EC) No 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation) in relation to the processing of the Registered User's personal data for the purposes of performance of the Agreement and provision of the Additional Service and for the purposes of performance of the Company's public obligations by means of the separate document referred to in the preceding article of these Terms and Conditions.

6. Duration of the Agreement

- 6.1. The Agreement is concluded for a definite period of time and is terminated upon the expiry of one year from the date of conclusion of the Agreement. Any voluntary provision of Additional Services by the Company shall not constitute unjust enrichment for the Registered User who has paid the Fee.
- 6.2. The Registered User who has paid the Fee shall not have the right to withdraw from the Agreement if the Services have been provided in full in accordance with Section 1837(a) of the Civil Code. In order to pay the Fee (to enter into the Contract), the Registered User is required to expressly agree to commence performance before the

expiry of the withdrawal period pursuant to Section 1829(1) of the Civil Code and to be advised that the provision of performance shall extinguish the right to withdraw from the Agreement.

6.3. Neither party shall be entitled to terminate the Agreement.

7. Damages

7.1. The Company shall not be liable for any damage resulting from incorrect, outdated or incomplete information provided by the Registered User, from failure of the Website due to technical problems of the Company or a third party, or from circumstances beyond the Company's control (force majeure).

7.2. The Company shall not be liable for any damages arising from the manner in which the Registered User has dealt with the information obtained through the Services. The Company is also not responsible for the success or failure of the Registered User as a result of the provision of the Services or the Additional Service in obtaining an immigration permit or employment.

7.3. The Registered User agrees to indemnify the Company for any loss incurred by the Company as a result of the Registered User's breach of these Terms and Conditions, in particular as a result of the Registered User's breach of the obligation to provide the Company with correct, true and up-to-date information.

8. Rights from defective performance

8.1. The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by the relevant generally binding legal regulations, in particular the provisions of Sections 1914 to 1925 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended.

8.2. The Company shall be liable to the Registered User who has paid the Fee that the Charged Service is free from defects when provided. In particular, the Company shall be liable to the Registered User who has paid the Fee that the Service corresponds to the agreed description and type, as well as the quality and other agreed characteristics of the Service.

8.3. If the Registered User who has paid the Fee discovers that the Charged Service has a defect, the Registered User shall notify the Company of the defect without an undue delay. In such case, the Company shall repair the defect in the Charged Service or complete what is missing within 30 days from the date of receipt of the notification of the defect. The Company does not provide a discount on the Fee.

8.4. The Company is not liable for any defects in the Basic Database and Additional Services as these are provided by the Company on a voluntary basis.

9. Final Arrangements

- 9.1. If the relationship established by the Agreement contains an international (foreign) element, the Parties agree that the relationship shall be governed by the law of the Czech Republic. By choosing the law according to the preceding sentence, the Registered User who is a consumer is not deprived of the protection afforded by the provisions of the legal order which cannot be derogated from contractually and which would otherwise apply in the absence of a choice of law according to the provisions of Article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 9.2. If any provision of these Terms and Conditions is or becomes invalid or ineffective, such provision shall be replaced by a provision whose meaning is as close as possible to the invalid or ineffective provision. The invalidity or ineffectiveness of one provision shall not affect the validity or effectiveness of the other provisions of the Terms and Conditions.
- 9.3. The Agreement, including the Terms and Conditions, is archived by the Company in electronic form and is not accessible.
- 9.4. Contact details of the Company: address of the registered office Žerořnova 503/5, České Budějovice 4, 370 04 České Budějovice, e-mail address info@simplegate.eu, telephone number +420 800 222 221. The Company does not provide any other means of on-line communication.
- 9.5. These Terms and Conditions and the Agreement may be translated into other languages for the User. In the event of differences between these translations and the Czech language versions, the Czech version prevails.
- 9.6. These Terms and Conditions may be amended or supplemented by the Company. Any rights and obligations that have accrued during the effective period of the previous version of these Terms and Conditions shall not be affected hereby.
- 9.7. In the event of any disputes arising in connection with the Agreement, the Terms and Conditions or the Privacy Policy, the Parties agree that the courts of the Czech Republic shall have jurisdiction to resolve such disputes.

Date: 13.9.2023

MONTO, s.r.o.