

GENERAL TERMS AND CONDITIONS

of the trading company

Unreal Exist s.r.o.

Identification No.: 085 91 512

with its registered office at: Prštné 627, 760 01 Zlín
company registered in the Commercial Register kept at the
Regional Court in Brno, Section C, File 114360
(hereinafter as „**Provider**“)

for providing a license to use the application 3D Changer

The current version of the General Terms and Conditions for providing a license to use the application 3D Changer (hereinafter as “**Business Conditions**” or “**BC**”) is available on the internet address www.3dchanger.com.

1. INTRODUCTORY PROVISIONS

- 1.1. The Provider is the holder and executor of property rights to the software platform called 3D Changer (hereinafter as the “**Application**”), which is available for download at www.3dchanger.com (hereinafter as “**Internet address**”). The application works as a configurator of graphic designs of car wrappers and related modifications.
- 1.2. The Provider provides the Application for use to natural and legal entities (hereinafter as the “**User**”) under the conditions specified in the Business Conditions.
- 1.3. The Business Conditions regulate, in accordance with the provisions of § 1751 and § 2371 et seq. Act No. 89/2012 Coll., the Civil Code (hereinafter as the “**Civil Code**”), the conditions for providing the User with the right to use the Application (hereinafter as the “**license**”).
- 1.4. The Application is operated in two versions:
 - a) **Basic FREE version of the Application** – use of this version of the Application is free.
 - b) **Extended PRO version of the Application** - use of this version of the Application is charged according to the currently valid price list of the provider, which is available at the Internet address.
- 1.5. By registering on the Internet address and downloading the relevant version of the Application, the User expressly agrees to the conclusion of a license agreement, the content and requirements of which are regulated in the Business Conditions.
- 1.6. The Provider is entitled to unilaterally change the wording of the Business Conditions at any time. However, the change of the Business Conditions does not affect the contractual relationship that arose during the validity of the previous version of the Business Conditions.
- 1.7. The Provider and the User are also referred to as “**Contracting Parties**” for the purposes of the Business Conditions.

2. RULES FOR LICENSING THE USE OF THE APPLICATION

- 2.1. The prerequisite for downloading and using the Application is the registration of the User on the Internet address. Unregistered Users are not allowed to download and use the Application.
- 2.2. The User acquires a license to use the Application by downloading the Application from an Internet address. At this moment, the license agreement takes effect at the same time.
- 2.3. The providing of a license to use the extended PRO version of the Application is conditioned by the payment of the price of the paid license in accordance with Article 3.2. et seq. BC. Before this point, the registered user is not allowed to download this PRO version of the application.

3. LICENSE PRICE FOR USE OF THE APPLICATION AND METHOD OF PAYMENT

- 3.1. The license to use the basic FREE version of the Application is free.
- 3.2. The license to use the extended PRO version of the Application is charged according to the currently valid price list of the provider, which is available on the Internet address (hereinafter as the “**price of the paid license**”).
- 3.3. Payment of the price of the paid license can be made by the User by the currently available method stated on the Internet address.
- 3.4. The User expressly agrees to the sending of the tax document in electronic form by electronic means in the sense of the provisions of § 26 Act No. 235/2004 Coll., on value added tax. Electronically prepared tax documents are considered by the Contracting Parties as full-fledged tax documents.

4. SCOPE OF LICENSE TO USE THE APPLICATION

- 4.1. License to use the Application is provided as a non-exclusive license.
- 4.2. The territorial scope of the license to use the Application is not limited.
- 4.3. The license to use the basic FREE version of the Application is provided for an indefinite period, but no longer than for the duration of the operation of the basic FREE version of the Application by the provider.
- 4.4. The license to use the extended PRO version of the Application is provided for a period of 12 months from the date of download of this version by the User. After the expiration of this period, the license expires and the User is obliged to make a new payment of the price of the paid license in accordance with Article 3.2 et seq. BC in case of his interest in further use of this version of the Application.

- 4.5. The User is entitled to use (ie install) the license to use the extended PRO version of the Application on a maximum of 3 devices (ie computers). In the case of a User's request for a higher number of devices on which the extended PRO version of the Application is to be used, the User is obliged to purchase the appropriate number of licenses in accordance with the first sentence.
- 4.6. The Contracting Parties may agree to extend the scope of the license. There may be a charge for extending the scope of the license.

5. OBLIGATIONS OF THE USER AND PROVIDER

- 5.1. The User acknowledges that all copyrights to the Application belong exclusively to the Provider.
- 5.2. The User does not acquire any other rights to the Application, except for the license to use the Application.
- 5.3. The User expressly acknowledges that he is not entitled to provide a sublicense to anyone, unless otherwise agreed between the parties.
- 5.4. Based on the license, the User is not entitled to further reproduce, submit, process or otherwise change the Application. Furthermore, the User is not entitled to rent or lend the Application to third parties.
- 5.5. The User is entitled to assign the rights arising from the provided license to use the Application only with the prior consent of the Provider. The Provider's consent requires a written form. This restriction also applies in relation to a person who forms a business group with the User.
- 5.6. Based on the license, the User is not entitled to interfere in any way with the source codes and provided documentation of the Application.
- 5.7. The Contracting Parties are obliged to maintain the confidentiality of all material facts obtained during the performance of obligations arising under the license agreement. This obligation applies in particular to facts which constitute business secrets and confidential information of the Contracting Parties.
- 5.8. The User is obliged to secure the Application in such a way that it cannot be copied or used illegally.

8. BREACH OF LICENCE AGREEMENT, SANCTIONS

- 8.1. If the User violates the obligations arising for him from the concluded license agreement, the Provider is entitled to withdraw from the license agreement and demand compensation from the user. The User is not entitled to a refund of payments he made so far.
- 8.2. In the case that the User unjustifiably breach the provider's copyright, the User is obliged to pay the provider a contractual penalty of 100 000 EUR (in words: one hundred thousand euro). The contractual penalty is payable on the

basis of the Provider's request for payment of the contractual penalty within 15 (fifteen) days from the date of delivery of this request to the User. The Provider's right to compensation for damage caused by unjustifiably User interference with the Provider's copyrights is not affected by the payment of the contractual penalty.

- 8.3. In addition to the right stated in Article 8.2 BC, the Provider also has the right to request that the User refrain from further breaches of copyright, communicate data on the manner and extent of unauthorized use of copyright, remove the consequences of copyright breach, including providing reasonable satisfaction and issuing any unjust enrichment.

9. DURATION AND TERMINATION OF THE LICENSE AGREEMENT

- 9.1. The license agreement may be terminated by agreement of the Contracting Parties or by withdrawal from the license agreement in the cases specified in the license agreement.
- 9.2. The Provider is entitled to withdraw from the license agreement in the cases specified in Article 8.1. BC.
- 9.3. If one of the Contracting Parties does not agree with the reason for the withdrawal of the other Contracting Party or denies existence of this reason, it is obliged to send its written notice to the other Contracting Party no later than 10 days after receiving the notice of withdrawal. If it does not do so, it is deemed to agree with the reason for withdrawal from the contract.
- 9.4. Upon delivery of the withdrawal from the license agreement, the license agreement terminates. Thus, all rights and obligations of the Contracting Parties arising from the license agreement expire. However, withdrawal from the Contract does not affect the right to compensation for damages, interest on arrears and contractual penalties, as well as provisions which, according to the expressed will of the contracting parties or due to their nature, should last even after the termination of the licence agreement.
- 9.5. From the moment the license agreement terminates with the withdrawal of the contracting party, the User is not entitled to continue using the Application.
- 9.6. In the case of the death of a natural person or in the case of the dissolution of a legal entity to which a license has been provided, the rights and obligations under the license agreement pass to its legal successor.

10. OTHER CONTRACTUAL ARRANGEMENTS, FORCE MAJEURE

- 10.1. If either Contracting Party is deprived of the ability to perform any of its obligations under the license agreement as a result of force majeure, it shall notify the other Contracting Party in writing as soon as possible, detailing the substance and any relevant matters relating to such force majeure (together with evidence of such force majeure as he may reasonably have

given) and an indication of the period over which such disqualification or delay can reasonably be expected. The affected Contracting Party shall make every effort to eliminate or overcome such event of force majeure as soon as possible. If a Contracting Party has fully and continuously complied with its obligation under this Article of the Business Conditions, then it shall be exempted from fulfilling its respective outstanding obligations under the Business Conditions from the date of such notification until such event of force majeure terminates.

10.2. An Event of Force Majeure means an obstacle occurring independently of the will of the affected Contracting Party preventing it from performing its obligations, if it cannot not be reasonably expected that the affected Contracting Party could have averted or overcome such obstacle or its consequences and that the affected Contracting Party could have expected such obstacle at the time of assuming the obligation, including but not limited to:

- a) War, hostilities or war operations (whether the war or hostilities have been declared or not), invasion, acts of foreign enemies and civil war;
- b) Uprising, revolution, rebellion, revolt, seizure of civil or military government, conspiracy, disorder, civil unrest and acts of terrorism;
- c) Strike, sabotage, blockade, embargo, import restrictions imposed by the Czech Republic;
- d) Natural disasters, pandemic.

10.3. The user hereby assumes the risk of a change of circumstances in the sense of the provisions of § 1765 of the Civil Code.

11. PERSONAL DATA PROTECTION

11.1. Information on the personal data protection in relation to the Regulation of the European Parliament and of the Council (EC) No. 2016/679 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/ES („GDPR”) and implementation of measures to ensure compliance of the Provider’s procedures with the GDPR and associated legislation on personal data protection are available at www.3dchanger.com. The User hereby acknowledges to have been acquainted with the above information (the regulations on personal data protection and processing).

12. DELIVERY OF DOCUMENTS

12.1. Documents relating to the User-Provider contractual relationship must be delivered in one of the following ways:

- a) by e-mail sent to a valid e-mail address of the other Contracting Party; or
- b) by the postal service provider in the form of a registered letter sent to the address of the registered office of the

other Contracting Party.

12.2. The moment of delivery of the document is considered to be the day when:

- a) the email has been sent to the User;
- b) the registered letter was delivered to the User;
- c) the User refused to accept the registered letter; or
- d) the registered letter was returned to the Provider as undelivered

12.3. The User agrees to the use of means of distance communication when concluding the license agreement. The costs incurred by the User when using means of distance communication in connection with the conclusion of the license agreement (costs of internet connection, costs of telephone calls) shall be borne by the User itself.

13. FINAL PROVISIONS

13.1. If any provision of the license agreement is or becomes invalid in whole or in part, or if certain provisions are missing from the license agreement, this does not affect the validity of the other provisions of the license agreement. Instead of an invalid or missing provision, the Contracting Parties shall negotiate a valid provision that corresponds to the meaning and purpose of the invalid or missing provision. In the event that any provision of the license agreement proves to be apparent, the impact of this defect on the other provisions of the license agreement will be assessed in accordance with the provisions of § 576 of the Civil Code. The Contracting Parties agree to enter into negotiations in such a case without delay with a view to amending such a provision so that it becomes valid, lawful and enforceable, while preserving as far as possible the original intent of the Contracting Parties.

13.2. All disputes between the User and the Provider arising from the license agreement will first be resolved amicably.

13.3. The license agreement concluded in accordance with the Business Conditions is governed exclusively by the law of the Czech Republic, in particular the Civil Code.

13.4. Disputes between the User and the Provider, which arise on the basis of the license agreement or in connection with it, will be decided by the competent court, while the parties in accordance with the provision § 89a of Act No. 99/1963 Coll., Code of Civil Procedure, have agreed on the exclusive territorial jurisdiction of the court of first instance, which is the court located in the place where the provider has its registered seat.

13.5. Supervision of compliance with obligations under the Act No. 634/1992 Coll., On Consumer Protection, is exercised by the Czech Trade Inspection Authority (www.coi.cz). The manner and conditions under which a complaint may be lodged with the Czech Trade Inspection Authority as a supervisory body are set out on the website www.coi.cz. In the event that a consumer dispute arises between the

Provider and the User who is in the position of the consumer, which cannot be resolved by mutual agreement, the consumer may submit a proposal for out-of-court settlement of such a dispute to the Czech Trade Inspection Authority.

- 13.6. The Provider is entitled to conduct its business on the basis of its Trade License. The trade control is exercised by the competent Trade Licensing Office. The supervision over the personal data protection is exercised by the Office for Personal Data Protection.
- 13.7. If the legal relationship established by the license agreement concluded in accordance with the Business Conditions contains an international (foreign) element, then the Contracting Parties agree that this legal relationship is governed by the law of the Czech Republic.
- 13.8. Within the contractual relationship with a foreign User, the wording of the Business Conditions in the Czech language is decisive.
- 13.9. In case of delay of the User with any payment, the Provider is entitled to demand from the User the costs associated with the recovery of the amount due, including costs incurred for the activities of third parties, such as collection agencies or attorney.
- 13.10. Contact details of the provider are as follows:
 - address of the registered office of the Provider: Pržné 627, 760 01 Zlín, Czech Republic
 - e-mail address: info@3dchanger.com
 - telephone: +420 732 616 482
- 13.11. This version of the Business Conditions takes effect on June 22, 2020.