

Terms and Conditions on Provision of Services

Concluded on the day, month and year mentioned below between:

EUROPEAN TELECOM CONSULTING s.r.o., with its registered seat at **Bělehradská 31, 120 00 Prague 2, Czech Republic**,
ICO: **266 86 449**, and DCO: **CZ266 86 449** registered in the Commercial Register administered by the Municipal Court in
Prague, section **C**, insert **87296**.

(Hereinafter referred to as the "**Company**")

And

The Client

(Hereinafter referred to as the "**Client**")

PREAMBLE

The Company and the Client agree to be bound by this Contract in all circumstances where the Company agrees to provide Services to the Client, and the Client agrees to acquire those Services from the Company.

DEFINITIONS

"The Client" means the person, business or company as specified above to whom advertising services are provided by the Company under this Contract Terms and/or to whom copies of CVs are made available.

"Application Form" means the form:

- a) Submitted by the Client to the Company; and
- b) Agreed to by the Company for the provision of Services.

"Candidate" means the person to whom the details within a CV or Candidate record refer.

"Candidate Information" means the contact details, and other private information provided by the Candidate to the Company.

"CV" the brief outline (curriculum vitae or résumé) of a Candidate's education, training, skills and employment experience which is sent to the Company by the Candidate for distribution to Advertisers (such as and including the Client) for the purpose of locating employment.

"Intellectual Property" has the meaning given to that term in clause 41.

"Licence" means the licence granted under Clauses 13 to 16

"Services" means the service of publishing advertising material of the Client and/or supplying copies of CVs and Candidate Information to the Client and any other services identified in the relevant application forms to be provided to the Client by the Company.

"Service Fee" means the service fee specified and agreed in the Pricelist jobsinprague.cz (exclusive of VAT) which is the Appendix No. 1 of this Contract or such other service fee that is agreed by the Company and the Client in writing from time to time for Services.

"Special Conditions" means the special conditions (if any) set out on the relevant Application Forms.

"Terms" means the terms and conditions of this Contract.

GENERAL

1. The Terms (together with the terms of any applicable Application Form or Attachment/Appendix) are between the Company and the Client, and govern the obligations of both parties under any contract for the provision of the Services.
2. The Terms shall take immediate effect in substitution of all previous terms relating to the contents hereof, whether written, oral or implied between the Company and the Client.
3. The Terms are deemed to be accepted by the Client upon the application or registration for / or opening of an account with the Company for the purpose of providing Services.
4. No variation or alteration to the Terms shall be valid unless expressly agreed and confirmed in writing by a duly authorised person who is authorised to act on behalf of the Company.
5. To the extent that there is any inconsistency or conflict between the Terms and the Application Forms or online registration / application (including any Special Conditions) then the terms of such Application Forms will prevail to the extent of any inconsistency and these terms and conditions stated herein, will apply.

COMPANY'S OBLIGATIONS

6. If the Services include the provision of CVs and Candidate Information, the Company shall supply the Client with a copy or summary of selected CVs (at the Company's sole discretion) including confirmation of appropriate data protection compliancy. If a Candidate has requested that his or her details not be made available to the Client, then the Company shall not be obliged to make available such details to the Client.
9. Subject to the Client's proper and timely performance of its obligations, the Company will use its reasonable endeavours to supply the Services in accordance with the Terms.
10. The Company shall have the right at its sole discretion to modify, withhold or remove any advertising material submitted by the Client without liability to the Client, in order to comply with the Company's internal job advertising policy as amended from time to time.
11. The Company shall have the right at its sole discretion to refuse any web links that do not meet the Company's approval criteria (as amended from time to time) without liability to the Client.
12. The Company shall have the right to suspend, temporarily or permanently, or to cease to provide the Services in any circumstances beyond its control (as reasonably determined by the Company, including but not limited to unavailability of or interruption to electrical or other power supplies, unavailability of any communication system, computer hardware or software whether through malfunction of hardware or software, damage or for any other reason).

LICENCE

13. The Client is hereby granted a non-exclusive licence to use the CV data and Candidate information supplied by the Company under the contract for Services relating to the provision of CV data and Candidate Information.
14. The Licence hereby granted shall come into force on confirmation by the Company that the CV Services have been activated or first use of the CV Services by the Client once they have been activated by the Company, whichever is the sooner and unless earlier terminated under any provision of these Terms shall continue in force until suspension by the Company of particular Services relating to the provision of CV data and Candidate Information or termination of the account.
15. If:
 - a) the Client shall be in breach of any of its obligations under this Contract;
 - b) the Company suspends any of the Services relating to the provision of CV and Candidate Information; or
 - c) the Company terminates any contract for Services in accordance with this Contract;

This Licence shall be deemed to terminate immediately and the Company shall notify the Client as soon as practicable that the Licence has been so terminated, provided always that such termination shall be without prejudice to any rights accrued at the date of such termination. In the case of the suspension of some or all Services, the termination of the Licence shall only be in respect of the Services suspended and such Licence may be reinstated by written notice from the Company.

16. This Licence is personal to the Client, who shall not be entitled to assign it or grant any sub-licences under it to a third party without written or verbal consent of the Company.

CLIENT'S OBLIGATION

17. The Client shall in all respects comply with all statutes, byelaws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of its receipt and processing of CVs and Candidate Information.
18. The Client shall use CVs and Candidate Information received from the Company under the Licence for the sole purpose of considering the Candidate for employment with the Client in accordance with the Candidate's wishes.

19. The Client will not use any contact details in any CV or Candidate Information to promote the services of another company or business, or any other services that the Client may offer from time to time, without the consent of the candidate. This obligation also relates to Candidate Information and CVs received in direct response to an advertisement placed on the Company's website.
20. The Client shall keep confidential any personal details contained within CVs or other Candidate information received from the Company in accordance with the wishes of Candidate and appropriate data protection compliancy.
21. Subject to the Terms (in particular Clause 18), the Client shall not submit, copy, re-sell, transfer, or make available in any way any CVs or any Candidate information contained therein or other Candidate information received from the Company to any person, business or company, or other third party, without the consent of the Company.
22. The Client shall pay the fees of the Company as agreed between the Client and the Company. The Client agrees to settle invoices within the agreed terms and on time.
23. The Client shall be responsible for providing to the Company in a timely manner and in a form acceptable to the Company, all materials, including content and/or copy, as the Company shall in its sole opinion require enabling the Company to provide the Services.
24. The Client acknowledges that it is responsible for the acts or omissions of its employees, contractors or agents, and that the Company is entitled to charge for any job postings made to the Company's website which are made on behalf of the Client by its employees, contractors or agents, even if the employee, contractor or agent is subsequently shown to have made a mistake or have failed to carry out the Client's instructions correctly.
25. The Company will provide the Client with a unique password giving access to the Services with the Company. The Client acknowledges that it is responsible for the security of its password(s) and undertakes to advise the Company immediately if they become aware their password(s) has been compromised.

COMPANY'S CHARGES

26. The Company shall render invoices to the Client as per agreed Services in Appendix 1. And as per intervals detailed in Appendix 1. And further detailing the charges payable by the Client in respect of the Services plus (DPH) as required by Czech Commercial code law.
27. Invoices are payable by the Client when submitted. The Company may in its discretion allow the Client an agreed period of credit, as indicated on each invoice, from the date of such invoice in which to make payment. If the Company does not receive such payments within the required period, the Company reserves the right to suspend any Services and to charge interest on all overdue amounts at a rate of 1% above the base rate of the Czech National Bank, per day with effect from the due date for payment of the invoice. Services that have been suspended will only be re-activated on receipt of the full invoice amount plus the accrued interest, charged on a daily basis.
28. The Client shall pay the full amount of the invoice plus any interest payable in accordance with the Terms without any set-off or deduction. The Client shall cover any bank charges or exchange rate differences.
29. The Company shall not be obliged to issue any credit or make any refund in respect of charges relating to the Services in accordance with the Terms.
30. The Company shall give the Client at least 30 days' notice in writing of any amendment to the fees charged for services with the Company which amended Service Fees shall apply after expiry of the notice period.
31. Jobsinprague.cz Job Packages are purchased on an upfront basis and are non-refundable and non-transferable.

LIABILITY

32. The Client shall satisfy itself as to the accuracy of information supplied by the Company, and shall take up such references as are deemed necessary for this purpose.
33. The Client shall satisfy itself as to all matters concerning any statements or omissions in a CV or provided by a Candidate including as to the identity, suitability, standard of skill, integrity and reliability of Candidates who's CVs are provided by the Company, and shall take up such references as are deemed necessary for this purpose. No liability will be accepted by the Company for any loss or damage arising out of any misstatement or negligence, dishonesty, misconduct or lack of skill of Candidates.
34. The Company shall not be liable for any loss, damage or expense, whether direct or indirect (including but not limited to legal or other professional fees, loss of profit or other consequential loss or damage), arising out of inaccurate, ambiguous or misinterpretation of CVs or other information.

CANCELLATION

35. Either party may cancel, with effect from 7 days of signing the contract for the supply of Services by giving the other party prior notice in writing of such termination by registered post. After this 7 day initial period is over the contract shall run its full term.

36. Despite the foregoing, if the Client breaches any provision of the Terms, the Company may at any time terminate any contract for Services with the Client with immediate effect.
37. The Company may terminate any contract for Services without notice if:
 - a) An order /administration order is made/presented or a resolution is passed for the winding up of the Client, or a liquidator or receiver is appointed, or if a petition is presented or a meeting is convened for the purposes of winding up the Client;
 - b) a receiver is appointed in respect of the Client or any or all of its assets;
 - c) The Client is unable to pay its debts within the meaning of Insolvency.
 - d) The Client shall cease or threaten to cease to carry on its business.
38. Upon the cancellation or termination of by either party, the full amount owing to the Company by the Client in respect of Services provided up to termination or cancellation shall become payable and due with immediate effect.

ENFORCEABILITY

39. Any contract for the supply of Services and this Contract shall be governed and enforceable by Czech Law and the parties agree to submit to the exclusive jurisdiction of the Czech Courts.
40. The invalidity or unenforceability for any reason of any part of this Contract shall not prejudice or affect the validity or enforceability of the remainder.

INTELLECTUAL PROPERTY

41. Any Intellectual Property (including, without limitation, rights to and any interest in, any patent, design, trade mark, copyright, know-how, trade secret and any other proprietary right or form of intellectual property (whether protect able by registration or not), customer list, Client agreement, specification, formula, drawing, program, design, system, process, logo, mark, or style) ("Intellectual Property") which is not developed under this Contract, but which is used for the purposes of the Terms ("Current Intellectual Property"), will remain the property of its current owner.
42. Intellectual Property, including any modifications or addition to Current Intellectual Property, which is created, made or discovered by the Company in the course of the Company providing the Services, will be the absolute property of the Company without the need for any party to execute any further document, provided that nothing in this clause will vest in the Company any proprietary rights in, or prevent the Client from using, either for the Company or any other customer, any techniques, knowledge, information practices or codes which are:
 - a) Generic in nature and were known to the Client prior to the date of this Contract; or
 - b) Developed by the Client during the Term of this Contract and relate to standard practices adopted within the industry to which the Services relate.
43. The relationship between the Company and the Client is, and will be for all purposes, that of a company and independent business, and nothing in the Terms will be taken as constituting any other relationship.

European Telecom Consulting s.r.o

End of Terms and Conditions.