

TERMS AND CONDITIONS

of Motionlab s.r.o., company ID: 076 82 956 residing at Drobného 296/20, Černá Pole, 602 00 Brno, registered in the commercial register maintained by the Krajský soud v Brně, Section C, Insert 109547 (hereinafter referred to as the "**Provider**") for the use of the services provided by the Provider, which consist in the delivery of comprehensive personalized solutions in the field of advertising available through www.motionlab.io.

These Terms and Conditions apply to the provision of the Services to natural persons - entrepreneurs or legal entities.

(hereinafter referred to as the „**Terms and Conditions**“)

1 DEFINITIONS

Provider – Motionlab s.r.o., company IN: 076 82 956, residing at Drobného 296/20, Černá Pole, 602 00 Brno, registered in the commercial register maintained by the Krajský soud v Brně, Section C, Insert 109547.

Website – website operated by the Provider at www.motionlab.io.

Platform – Website content, including rendering platform and subsequent analytics, player, API, database

Services – Services provided by the Provider in the field of advertising, containing the creation of personalized videos being an effective tool for the promotion of products and/or services offered by the Client. The Provider usually provides the Services as a tailor-made personalized solution for a specific advertising campaign for the Client, which consists of several sub-services - data analysis, video production, and personalization using his own rendering platform and subsequent analytics. Services provided by the Provider also include the right to use the Platform.

Client – any natural person - entrepreneur or a legal entity using the Services provided by the Provider.

Contracting parties – The Provider and the Client.

2 SUBJECT OF TERMS AND CONDITIONS

2.1 These Terms and Conditions of the Provider shall govern, in accordance with the provision of Section 1751 (1) of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as the "**Civil Code**") the mutual rights and obligations of the Contracting parties arising in connection with or on the basis of the contract for the provision of services (hereinafter referred to as the "**Service contract**") concluded between the Provider and the Client for the provision of the Services.

2.2 The provisions of the Terms and Conditions are an integral part of the Service contract from the moment the Service contract enters into effect.

- 2.3 Provisions derogating from the Terms and Conditions may be negotiated in writing in the Service contract. The derogating provisions in the Service contract take precedence over the provisions of the Terms and Conditions.
- 2.4 Services are provided for a fee (hereinafter referred to as the "**Price**"). The Price is specified on the basis of the Provider's price offer.
- 2.5 All Prices are stated exclusive of VAT. For the VAT purposes the date of partial taxable transactions is the last day in the calendar month in which the performance under the Service contract was provided.

3 PRICE AND PAYMENT

- 3.1 Unless otherwise stated between the Contracting parties, the Price is payable on the basis of an invoice issued by the Provider within fifteen (15) days from the date of delivery of the invoice to the Client, unless the later due date is stated on the invoice. The invoice will include all the details of the tax invoice pursuant to effective legislation; otherwise the Client is entitled to return the invoice to the Provider. The due date of the invoiced amount is extended by the number of days for which the Provider was in delay with delivery of an invoice fulfilling all legal requirements.
- 3.2 In case of the Client's delay in paying the invoices, the Provider is entitled to claim a contractual penalty amounting to 0.05% out of the invoiced amount per day for each commenced day of such delay.

4 PROVISION OF SERVICES

- 4.1 After the conclusion of the Service contract, Clients are provided with individual Services on the basis of partial orders sent by the Client via Provider's e-mail address listed below in the Terms and Conditions, or in the Service contract (hereinafter referred to as "**Order**"). In the Order, the Client will always specify at least the extent of the ordered Services and the requested delivery date.
- 4.2 The Order becomes legally binding in the moment of the agreement of both of the Contracting parties on its content and confirmation of the Order in writing. Acceptance with changes (even insignificant) is not considered as acceptance and the Contracting parties must expressly agree on the whole performance.
- 4.3 If the content of the Service is a work, it is performed, when it is completed and delivered to the Client in a manner that the Provider determines for this purpose.
- 4.4 Every performance of the Provider will be delivered to the Client via an electronic tool and made available through the user account of the Client established under Article 5 of the Terms and Conditions.
- 4.5 This Article shall apply mutatis mutandis to the results of Services which are not considered as a work.
- 4.6 **Data transmission and processing**

- a) In order to create a personalized video, the Client shall transmit to the Provider, after the conclusion of the Service contract, his database containing the data of the Client's customers (hereinafter referred to as the "**Database**"). The handover of the database can be performed by automated means or manually. The method of handover of the database may be further specified in the Service contract or the Order.
- b) The implementation of the Client's database into the Provider's system secures the Provider.

4.7 **Script, production and postproduction of personalized videos**

- a) The Provider ensure the production of personalized videos, either through his own studios, eventually in cooperation with the production company according to the preferences of the Client.
- b) Personalized videos can be created either manually or automatedly generated automatically via the Platform.
- c) The content of personalized videos is generally composed of elements, which the Provider or a production company (selected by the Client) created directly, or to which the Provider has the appropriate rights (2D or 3D animations, video recordings), and which are linked to the customer data of the Client from the Database. In order to produce personalized videos, the Client may also provide the Provider with additional content of his choice.
- d) Once completed, personalized videos are stored in the data warehouse used by the Provider within the services Microsoft Azure (<https://azure.microsoft.com/cs-cz/support/legal/services-terms-nov-2014/>).
- e) The Provider provides personalized videos hosting according to the Order (usually for 3 months from the launch date of the Client's advertising campaign for which these videos are determined, the longer period is possible in case of agreement with the Client).

4.8 **Subsequent analysis**

- a) The Provider performs an analysis of the success of personalized videos within the Client's business by using his own automated analytical tools. The Provider monitors especially the return on the Client's investment, the clickthrough rate, and other performance indicators.
- b) The analysis and statistics of the success of personalized videos will be available to the Client on a regular basis within the Platform.

5 **REGISTRATION, USER ACCOUNT**

- 5.1 After the conclusion of the Service contract, the Provider shall establish a user account to which the Client will have access through the Website (hereinafter referred to as the "**Account**") and through which he will be allowed to use the particular functionalities of the Platform.
- 5.2 The Provider shall send to the Client access data to the Account within the scope of the login and password to the e-mail address stated in the Order. Upon first login to the Account, the Client is required to change his password.

- 5.3 The Client is responsible for the accuracy and veracity of all data entered in the Account from the moment of sending the access data pursuant to Section 5.2 of the Terms and Conditions. In case of any subsequent change, the Client is obliged to update the data without undue delay. The Provider is not liable for any damage if the Client states incorrect or inaccurate data or violates his obligation to update the data within the Account in accordance with this article.
- 5.4 The login and password must be provided in order to access the Account of the Client. The Client is required to protect his login and password. The Client is obliged to prevent any third party from unauthorized access to his access data (persons authorized to represent the Client are not considered as the third parties). The Client is responsible for any damage caused by insufficient protection of his access data. In the event of suspicion of disclosure or misuse of access data, it is in the Client's own interest to change its access data as soon as possible.
- 5.5 The Provider is not liable for any damage resulting from unauthorized access to the Account due to Client's non-compliance with his obligations under these Terms and Conditions.
- 5.6 After termination of the provision of the Services under the Service contract, the Client's Account shall be canceled by the Provider without undue delay.

6 RIGHTS AND OBLIGATIONS OF CLIENTS

- 6.1 The Client is obliged to take over the performance ordered in the Order and provided by the Provider and to pay the price according to the Terms and Conditions or according to the Order.
- 6.2 The Client undertakes to provide the Provider with all necessary cooperation during the performance of the Service contract, in particular to ensure that the Provider has all the necessary material for the proper and timely provision of the performance pursuant to the Service contract, whereas the Client acknowledges that failure to provide cooperation can substantially influence the completion date and / or the delivery of the performance under the Service contract to the Client.
- 6.3 In the event of a delay due to circumstances on the part of the Client, in particular the breach of his obligations under Article 6.1 of these Terms and Conditions, any relevant time-limit for performance of the Provider will be extended by twice the duration of the period of the obstacles and circumstances causing the delay on the part of the Client.
- 6.4 The Client undertakes to use the Services exclusively in accordance with the legal regulations and these Terms and Conditions. The Client is not entitled to use the Services for any other purpose or by any other means than those set forth in these Terms and Conditions. The Client especially undertakes that he:
- a) will not interfere with the rights of third parties or the Provider when using the Services or as a result of using the Services
 - b) will not interfere with the Platform in unauthorised way and attempt to access the Platform in any other way than by using the specified access data and through the appropriate interface, in particular, will not in any way duplicate, modify, decompile or

- otherwise interfere with the Platform, the associated source code and documentation unless he is expressly authorized in writing to do so,
- c) will not use the Platform in a manner that may damage it (including interference with the hardware on which the Platform is operational)
 - d) will not conceal, obscure or falsify their identity.
- 6.5 The Client is also expressly forbidden to place, refer or otherwise distribute any content in connection with the use of the Services, which in particular:
- a) infringes intellectual property rights (in particular rights to trademarks, industrial designs, trade names, copyright and related rights, personal rights, etc.) or in case of unfair competition
 - b) encourages the commission of a criminal offenses or tort/delict, or approves such conduct, or otherwise supports the perpetrator of such activity
 - c) contains false information about a third party that could harm such person,
 - d) contains pornographic works,
 - e) supports or promotes a movement that is demonstrably aimed at repression of human rights and freedoms,
 - f) is for any reason unlawful, in particular it is in violation of the personal data regulations, or any other regulation governing the protection of personal data, electronic communications or business communications.
- 6.6 The Client takes full responsibility for any content that will be passed, placed, referenced or otherwise distributed through the Platform to the Provider, in connection with the use of the Services. The Provider is not required to review such content.
- 6.7 The Client takes full responsibility for the activity on his Account, regardless of whether it is done by the Client, any person authorized by the Client or any other third party.

7 RIGHTS AND OBLIGATIONS OF THE PROVIDER

- 7.1 The Provider undertakes to provide the Services to the Client with due diligence, to the extent, within the time limit and in the manner specified in the Order and the Service contract.
- 7.2 Unless otherwise stated in the Order or the Service contract, the Provider is obliged to provide the Services solely on his own responsibility and by using exclusively his own technical and other means.
- 7.3 The Provider warrants that no performance thereof violates the rights of a third party, in particular intellectual property rights.
- 7.4 The Provider undertakes to make reasonable effort to make the Platform available and operational. However, the Client acknowledges that despite the effort of the Provider, the Platform may not always be fully available, especially for reasons of necessary maintenance of the hardware and software equipment of the Provider, eventually necessary maintenance of hardware and software of third parties. The Provider is not responsible for any damage incurred to the Client due to the unavailability or disability of the Platform.

- 7.5 The Provider is entitled to make at any time (even continuously) a copy of the content and data entered by the Client into his Account for the purpose of backing up (or other operational reasons for the provision of the Service) or for any other reason processing of personal data resulting from these Terms and Conditions. This does not exempt the Provider from complying with the privacy policy.
- 7.6 The Provider is entitled to make changes to the Platform, add or remove features of the Platform and its components at any time and without prior notice.
- 7.7 The Provider is not obliged to oversee the content of the information stored in the Client's Platform or otherwise provided by the Client, nor to actively search for facts and circumstances pointing to the illegal content of such information. However, the Client acknowledges that the Provider is entitled to delete data in connection with his legal obligations, if the Provider concludes that such data are violating the legal regulations or these Terms and Conditions in any way, as instructed or permitted by the applicable law.

8 PERSONAL DATA PROTECTION

- 8.1 In connection with the provision of the Services to the Client, the Provider, as a processor, process the personal data of the Client's customers. All information on the processing of the personal data of the Client and other entities by the Provider is provided in a special document "Privacy Policy and Processing Contract" available at www.motionlab.io/privacy-policy/.

9 USER, PROPERTY AND OWNERSHIP RIGHTS TO PLATFORM

- 9.1 The Platform is a copyrighted work in the sense of Act No. 121/2000 Coll., on copyright, on rights related to copyright and on amendments to certain acts (copyright act) as amended (hereinafter referred to as the "**Copyright Act**"). The specific features of the Platform are available and detailed on www.motionlab.io.
- 9.2 The Provider, in connection with the Service provision, grants the Client the right to use the Platform (the license) in the form in which it is available at the particular time on the Website. The License is provided as non-exclusive for the duration of the provision of the Services under the Service contract, exclusively for the purpose of using the Platform in accordance with these Terms and Conditions, and only in the appropriate manner. The License is granted globally worldwide. The Client is not entitled to provide a sub-license to a third party or assign a license to a third party.
- 9.3 The license under this Article of Terms and Conditions is provided to the Clients free of charge.
- 9.4 The Client is not authorized to modify or interfere with the Platform in any way, to merge it with another work, include it in collective work, or to complete the unfinished Platform (not even with assistance of a third party). The Client is not entitled to create any copies of the Platform.
- 9.5 The Client acknowledges that the Platform is provided as a platform as a service and

therefore he does not receive any copy of the Platform, and the Platform may be used only by a remote access through the Website, in specific limited manners in accordance with these Terms and Conditions. The costs of access to the Platform (especially internet connection fees) are borne by the Client.

- 9.6 The Provider and the Client hereby jointly exclude all legal licenses, or any free use permitted by the law in favour of the Client, unless those may not be lawfully excluded.

10 USER, PROPERTY AND OWNERSHIP RIGHTS FOR FURTHER PERFORMANCE

- 10.1 If the Provider creates for the Client a video (or other similar content) protected as a copyrighted work or by a similar legal institution, for example as an artistic performance (especially personalized video) (hereinafter referred to as "**Copyright work**"), in particular pursuant to Copyright act, the Provider provides the Client with a exclusive, paid license to use the Copyright work. The license is granted for the entire duration of the copyright, worldwide and without any limitation (ie to all forms of use). The Client is entitled to provide the sublicense to a third party. The Provider hereby simultaneously grants a consent to the Client to transfer the license to a third party.

- 10.2 The payment for granting the license is included in the Price.

- 10.3 The Client is entitled to publish or modify the work, including its name and name of the author. The Client is also entitled to merge the work with another work, include it to a collective work and to complete an unfinished work (even with assistance of a third party) when the Provider does not complete it for any reason.

- 10.4 In case that the content provided by the Provider fulfills the characteristics of any of the legally protected intangible assets, the legal relations between the Client and the Provider are governed primarily by the principles set out in this Article 10, especially regarding the right to use the content by the Client and the remuneration for creating such product.

11 USER, PROPERTY AND OWNERSHIP RIGHTS OF THE CLIENTS

- 11.1 In connection with the provision of the Services, the Client may provide the Provider with the content protected as intangible assets, in particular as a copyrighted work (hereinafter referred to as the "**Copyright work of the Client**"), either through his Account or otherwise (by using electronic means); the Client provides the Provider with a non-exclusive license to use the Copyright work of the Client by handing over the particular content. The license is granted for the whole duration of copyright, worldwide, for the purpose of performance of the Service contract (i.e. especially for processing or for creating videos, presentation of the Client within the Platform etc.). The Provider is entitled to provide a third party with the sublicense. The Client hereby simultaneously grants a consent to the Provider to transfer the license to a third party. The Client hereby states that the license is provided free of charge and that he is not entitled to any remuneration in connection with this license. The Client also excludes the right to any additional remuneration for license to the Copyright work of the Client, unless it may not be lawfully excluded.

- 11.2 The Provider is entitled to publish or modify the Copyright work of the Client, including its name and name of the author. The Client is also entitled to merge the work with another work, include it to a collective work and to complete an unfinished work (even with assistance of a third party) when the Provider does not complete it for any reason
- 11.3 The Client hereby states that he is the author of the copyright work or that he is entitled to perform the rights to the copyright work at least to the extent necessary for the performance under these Terms and Conditions and that the use of the copyright work is not subject to the consent of any collective society or other third party. At the same time, the Client warrants that the Provider will not be liable for any additional remuneration (or any other compensation) in connection with the use of the copyright work. The Client also declares that the provision of the content does not interfere with any third party rights.
- 11.4 In case that the content provided by the Client fulfills the characteristics of any of the legally protected intangible assets, the legal relations between the Client and the Provider are governed primarily by the principles set out in this Article 11, especially regarding the right to use the Content by the Provider and the remuneration for creating such product
- 11.5 The Client will, at his own expense, defend the Provider against any claims by third parties against the Provider or his clients or business partners in connection with an infringement of intellectual property rights. The Client must indemnify the Provider, his clients or business partners and must compensate them for all the damage thus incurred and the costs associated with the judicial decisions resulting from such infringement as well as any other related costs.

12 LIABILITY

- 12.1 To the maximum extent permitted by Czech law, the Provider shall not be liable for any damage incurred to the Client in connection with the provision of the Services and the use of the Platform. In particular, the Provider is not obliged to compensate the Client for the loss incurred:
- a) due to the impossibility of using the Platform;
 - b) by changing these Terms and Conditions;
 - c) by loss, theft, disclosure or misuse of access data of the Client in his Account;
 - d) due to the use of the Platform or the Services in violation of these Terms and Conditions or the legal regulations of the Czech Republic;
 - e) as a result of such use of the Platform or the results of the Services, which is by nature dangerous;
 - f) due to the use of a service or product provided by a third party;
 - g) independently of the will of the Provider.
- 12.2 The Client acknowledges that the Provider makes reasonable effort to ensure the security of the transmitted information when creating and operating the Platform and providing the Services. However, the Provider shall not be liable for any breach of security of the Services and transmitted information that occurred independently of the Provider's will, despite reasonable effort of the Provider to secure the information.

12.3 The Provider is not responsible for any damage that arises if any statement of the Client under these Terms and Conditions proves to be incomplete or untrue. The Client undertakes to indemnify the Provider in its entirety and to eliminate any negative consequences of such untrue or incomplete statement.

12.4 The Services, including the Platform, are provided to the Client "as is". The Client waives all claims for defects resulting from the Services provided to the extent allowed by Czech legislation. The Client waives all guarantees, to the fullest extent permitted by the Czech legislation.

13 MAINTENANCE

13.1 Each Client is entitled to contact the Provider to resolve the functionality of the Platform, especially when its features are unavailable.

13.2 To contact the Provider, use:

- a) Phone: +420 728 401 784
- b) E-mail: hello@motionlab.io

13.3 The Provider shall inform the Client of the outcome of the solution of his request in the manner used by the Client for contact.

14 CONFIDENTIALITY

14.1 The Contracting parties are aware that they may provide information that is considered confidential during the performance of the Service contract. Unless otherwise explicitly stated by the Contracting parties in a written form, all information that is or may be part of the trade secret of the Contracting party, ie information on operating methods, procedures and working practices, business or marketing plans, concepts and strategies or their parts, offers, contracts, agreements or other arrangements with third parties, information on the results of the business, relations with business partners, labor law issues and any other information which could cause damage to the Contracting party when disclosed (hereinafter referred to as "**Confidential information**").

14.2 All Confidential Information remains an exclusive property of the particular Contracting party and the other Contracting party will develop the same effort to maintain its confidentiality and to protect the Confidential information as if it was its own confidential information. Except for the extent that is necessary for cooperation in the performance of this Service contract, the Contracting party agrees not to reproduce the Confidential Information in any way, not to disclose it to third parties or to their own employees and representatives, with the exception of those who must work with them in order to fulfil this Service contract. The Contracting parties also undertake not to use the Confidential Information otherwise than for the purpose of performance of the Service contract.

14.3 The provisions of this Article are not affected with termination of the Service contract for any reason whatsoever and the effectiveness of the provisions of this Article will end after ten years from the termination of this Service contract

15 DURATION AND TERMINATION OF THE CONTRACT

- 15.1 Termination or withdrawal of the Service contract shall not affect the obligation to complete the provision of the relevant Service that has been agreed upon during the effectiveness of the Service contract, unless the Client specifies otherwise. Termination of sub-Service assignment is governed by the terms of termination of the Service contract as a whole.
- 15.2 The Contracting parties stipulate that, in case of withdrawal and/or termination of the Service contract, they will not return to each other the performance they have already provided.

16 MUTUAL COMMUNICATION

- 16.1 For communication with the Client, the contact details provided in the Service contract, or within the Account, will be used.
- 16.2 All notices between the Contracting parties which relate to the Service contract or to be made on the basis of Service contract shall be made in writing and delivered to the other Contracting party. The written form requirement is met, even if the notification is made in electronic form via the interface of the Account or by email to the above addresses
- 16.3 In the event of change of contact details, the Contracting parties undertake to inform the other Contracting party about the change within three (3) working days.

17 FINAL PROVISIONS

- 17.1 The Provider is entitled to use the provision of the performance under this Terms and Conditions for his own presentation, as a reference
- 17.2 The Client bears all costs of means of distance communication arising from the performance of these Terms and Conditions. The costs do not differ from the basic rate of the particular provider.
- 17.3 In the event that the contractual penalty is reduced by the court, the right to compensation is maintained in the amount in which the damage exceeds the amount determined by the court as reasonable, without any further limitation.
- 17.4 The Provider is entitled to make additions or change these Terms and Conditions at any time. This additions and / or change will be published on the Website www.motionlab.io and information about this addition and / or change will also be sent to each Client on his contact email in the Account. As of the effective date of the new terms and conditions, the previous terms and conditions cease to apply. In the event that the Client does not agree with the changes, he has the right to terminate the Service contract on the effective date of the change.
- 17.5 The Client agrees that the Provider has the right to assign this Service contract or any part thereof to any third party. The Client may not transfer, assign, pledge or otherwise encumber its claims against the Provider without a prior written consent of the Provider.

- 17.6 The unenforceability, invalidity or nullity of any provision of this Terms and Conditions does not affect the enforceability, validity or existence of the remaining provisions of this Terms and Conditions. Should any provision of this Terms and Conditions for any reason become unenforceable, invalid or non-existent, the Contracting parties agree to conclude an amendment to this Terms and Conditions with contents as close as possible to the invalid provision.
- 17.7 According to the Section 1765 of the Civil Code, both Contracting parties take the risk of change of circumstances.
- 17.8 The Contracting parties further exclude the application of the provision of Section 557 of the Civil Code (rule contra proferentem).
- 17.9 The rights and obligations of the Contracting parties arising out of this Terms and Conditions are governed by Czech law.
- 17.10 This wording of the Terms and Conditions becomes effective on 4/3/2019.