

GENERAL TERMS AND CONDITIONS

PART A – GENERAL PROVISIONS

I. ABOUT US

The website www.equimo.com is operated by Advintec spol. s r.o., ID number: 282 13 513, with its registered office at Korunní 1302/88, Vinohrady, 101 00 Prague, Czech Republic.

II. DEFINITIONS

All of the terms used in these General Terms and Conditions beginning with a capital letter shall be understood per the following:

- 2.1. **Company** means the company Advintec spol. s r.o., ID number: 282 13 513, with its registered office at Korunní 1302/88, Vinohrady, 101 00 Prague, Czech Republic.
- 2.2. **Consumer** means a private person acting in a non-public capacity, i.e. not in relation to their business activities, entering into an agreement with the Company.
- 2.3. **Entrepreneur** means a person licenced to engage in business activities entering into an agreement with the Company, particularly in relation to those business activities.
- 2.4. **Purchaser** means either a Consumer or Entrepreneur as a party to a Purchase Agreement.
- 2.5. **Website** means the website www.equimo.com operated by the Company, as well as all other websites that redirect to the website www.equimo.com.
- 2.6. **Device(s)** means the EQUIMO® tracker in all of its variants and/or its accessories and/or any other tangible goods that can be purchased on the Website.
- 2.7. **Service(s)** means the services of the Company necessary to secure the functionality of the EQUIMO® tracker; mainly tracking horse activity, providing storage space for data produced by the EQUIMO® tracker device and allowing the User to access the data in a structured form. The Services are provided especially through the Application. All of the requirements for delivering the Services are described in detail in Part C of these General Terms and Conditions.
- 2.8. **Tier(s)** means a collection(s) of the Services and their scope provided by the Company as a bundle pursuant to the Service Agreement.
- 2.9. **Application** means the “EQUIMO®” software application designed for smartphones, tablets and/or smartwatches in order to use the Services. Actual requirements of the Application on operating systems are described on the Website. The Application is freely available through the appropriate official distribution channels. For the purposes of these General Terms and Conditions, the ‘Application’ also means all of its parts (e.g. in the EQUIMO® tracker), components, features and updates, as well as the data web interface available through the Website. The Application enables the use of the Services; in particular, provision of access to User Accounts and related appropriate data.
- 2.10. **User** means a person who has created a User Account and/or uses the Application and/or the Services. For the purposes of these General Terms and Conditions, ‘User’ also means anyone who uses the Application without their own User Account.
- 2.11. **User Account** means an account that must be created by anyone who wants to use the Application and/or the Services.
- 2.12. **Purchase Agreement** means an agreement concluded between the Company and a Purchaser, the aspects of which are particularly represented by Part B of these General Terms and Conditions.

- 2.13. **Service Agreement** means an agreement on the provision of the Services concluded between the Company and a User, the aspects of which are particularly represented by Part C of these General Terms and Conditions.

III. PURPOSE OF THESE GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions stipulate the terms and conditions per which the Company sells its Devices, as well as the terms and conditions of the use of the Application and/or the Services. The General Terms and Conditions also serve to inform you of what conditions or actions are required and what is (not) permitted in connection with the usage of the Application and/or the Services.

PART B – PURCHASE AGREEMENT

The provisions of Part B of these General Terms and Conditions are applicable to the purchase of the Devices offered on the Website.

IV. ENTERING INTO A PURCHASE AGREEMENT

- 4.1. The Purchaser enters into a Purchase Agreement with the Company by accepting any of the offers available on the Website. The offer and sale of the Device on the Website constitute distance agreements in accordance with applicable law. The Purchaser warrants that personal information provided during the purchase process on the Website is complete and accurate.
- 4.2. The process of purchasing the Device consists of adding the desired Device in a stated volume to the 'Cart' using the appropriate fields, completing the required Purchaser's information, choosing the method of delivery and payment (if such choices are applicable) and confirming the overview of all of the aforementioned details.
- 4.3. The Device may also be purchased through a User Account in the Application.
- 4.4. A confirmation email shall be sent to the Purchaser after the Purchase Agreement has been concluded, which will contain an overview of the Purchase Agreement and these General Terms and Conditions. The Purchaser agrees to verify the accuracy of the overview of the Purchase Agreement and promptly contact the Company through the "Customer Service" section of the Website to make corrections, if necessary.
- 4.5. Unless stated otherwise by law or these General Terms and Conditions, the agreement cannot be amended or altered unilaterally by either of the parties.
- 4.6. The Purchaser agrees with the use of remote communication systems when entering into the agreement. Costs incurred by the Purchaser when using such remote communications systems (Internet connection fees, telephone fees, etc.) shall be paid by the Purchaser.

V. DELIVERY AND PAYMENT OF THE DEVICE

- 5.1. The Company undertakes that the Device will be delivered to the Purchaser pursuant to the method of delivery chosen by the Purchaser. The Company will pack the Device according to its usage and will enclose all of the related documents; in the absence of a specification of the usages, the Company shall package the Device in a manner necessary to preserve and protect it during delivery.
- 5.2. The Device is delivered to Entrepreneurs either by (i) enabling them to access the Device at the place of performance, or by (ii) consigning the Device for delivery with the shipping company best-suited to allow the Entrepreneur to attain the package.

The Device is delivered to Consumers either (i) by enabling them to access the Device at the place of performance, or (ii) at the moment the Consumer receives the Device from the shipping company.

- 5.3. The risk of damage to the Device passes onto the Purchaser at the moment of delivery.
- 5.4. The Purchaser shall pay the price for the Device pursuant to the payment method chosen by the Purchaser. The Company shall not bear any additional costs that may arise for the Purchaser in relation to any so-chosen method of payment. The Company reserves the right of ownership to the Device (the Purchaser will not gain title to the Device) until the agreed upon price is paid in its entirety.

VI. WARRANTY AND CLAIMS

- 6.1. The Company undertakes that the Device will be fit for its ordinary purpose and will preserve such ordinary characteristics for duration of the warranty period advertised on the Website or set by law. The warranty period may vary depending on the individual components of the Device for both Entrepreneurs and Consumers.
- 6.2. The warranty period commences on the day the Device is delivered to the Purchaser.
- 6.3. The Purchaser may not claim warranty remedy in relation to defects caused by circumstances outside the control of the Company or by the improper use of the Device after the risk of damage has passed onto the Purchaser.
- 6.4. Entrepreneurs, if a delivered Device constitutes any improper performance by the Company, may claim (i) the right to have such defect removed. Only after the Company declares that the removal of the defect is not possible, may the Entrepreneur claim (ii) the right to a reasonable reduction of the purchase price, or (iii) delivery of a new non-faulty Device of the same type. (iv) Withdrawal from the agreement is possible only if none of the aforementioned claims made pursuant to these General Terms and Conditions and applicable law are fulfilled by the Company in a timely manner.
- 6.5. Consumers may choose any of the rights mentioned in the previous subsection arising from any improper performance by the Company without restriction. However, the Consumer may change their claim type after the claim has been made if so stipulated by applicable law or the Company agrees. If a Consumer raises a claim arising from improper performance by the Company, the Company is obligated to settle the claim within thirty (30) days unless the Consumer and Company mutually agree differently.

VII. AGREEMENT WITHDRAWAL

- 7.1. The Company reserves the right to withdraw from the Purchase Agreement if the Device is no longer produced or the suppliers' selling price has changed such that it exceeds the price advertised by the Company on the Website.
- 7.2. The Website is constantly and automatically updated to ensure the best match between the availability provided by all of its suppliers and the offers listed on the Website. However, circumstances could dictate that the Device might unexpectedly not be available. Should the Device suddenly become unavailable, the Purchaser will be promptly informed of this circumstance by e-mail notification. The right to withdraw from the Purchase Agreement as defined below shall not be affected.
- 7.3. Purchasers may withdraw from the Purchase Agreement without stipulating a reason within a period of thirty (30) days after the Device has been delivered. If the relevant agreement was

concluded for more than one Device, the withdrawal period commences when the last component of the ordered Devices is delivered.

- 7.4. To exercise the right of withdrawal, the Purchaser must inform the Company of its decision to withdraw from the Purchase agreement by making an unequivocal declaration, e.g. a letter sent by post or e-mail.
- 7.5. The Purchaser shall dispatch or hand over the Device to the Company no later than fourteen (14) days after their withdrawal from the Purchase Agreement and the Purchaser shall bear any costs associated with the return of the Device to the Company.
- 7.6. If a Purchaser withdraws from the Purchase Agreement, the Company shall reimburse the Purchaser for all payments received from the Purchaser. The Company may withhold reimbursement until it has received all components of the withdrawn Purchase Agreement.

PART C – SERVICE AGREEMENT (TERMS OF USE)

The provisions of Part C of these General Terms and Conditions are applicable to the use of the Services (including the conclusion and subsequent fulfilment of the related Service Agreement) and/or the use of the Application by the User.

VIII. ENTERING INTO a SERVICE AGREEMENT

- 8.1. The Service Agreement is concluded when these General Terms and Conditions have been accepted (i) per the creation of a User Account, and/or (ii) by the subscription to a specific Tier, which may be subject to a fee pursuant to these General Terms and Conditions.
- 8.2. The subscription to a specific Tier is deemed to be a modification of the Service Agreement concluded within the creation of the User Account, if such Service Agreement has been concluded and is still valid at the time of the subscription.

IX. SERVICE TIERS

- 9.1. The Services may be provided in different Tiers, which shall be described in greater detail on the Website. The Company reserves the right to add or modify any Tier and/or Service provided as a part of the appropriate Tier without the prior consent of the User. This means that the Company is particularly authorised to change the conditions of accessing data, data storage period, number of Users allowed to access the data, etc. The modification of a Tier subscribed to by a User is considered to be a modification of the Service Agreement pursuant to Section 16.1.
- 9.2. The User hereby notes that the Company may limit the Services provided as part of a 'free of charge' Tier and include such Services or their aspects in the Tier, that may be subject to a fee (Paid Tier). After such modification takes effect, the Services or their aspects included in a Paid Tier shall be delivered to the User only after the subscription to an appropriate Tier has been made. Section 13.5. of these General Terms and Conditions is not affected.
- 9.3. In the event that the delivery of Services included in a Paid Tier is terminated (notwithstanding the reason of such termination), a free of charge Tier shall be provided with immediate effect, unless these General Terms and Conditions state that no Services shall be delivered.

X. USERS' REQUEST FOR DELIVERY OF PAID SERVICES

- 10.1. By subscribing to a Paid Tier, the User explicitly grants their consent to the immediate delivery of the subscribed Services after such subscription.

- 10.2. In the event that the User (Consumer) withdraws from the Service Agreement before the end of the fourteen (14) day Service Agreement withdrawal period, they hereby acknowledge that any delivery of the Services (of a Paid Tier) thus far provided shall be compensated by the User (Consumer) to the Company in an amount calculated per the agreed price proportional to the duration of the performance provided until the time of the withdrawal from the Service Agreement pursuant to Section 1834 of the Civil Code (Act. No. 89/2012 Coll., as amended).
- 10.3. The User hereby acknowledges that they were informed of their granting of the aforementioned consent within such subscription to a Paid Tier.
- 10.4. The User who does not want to grant their consent pursuant to Section 10.1 has to note their different decision into text field for notes by the subscription.

XI. SERVICE REQUIREMENTS

- 11.1. To be able to use the Services, the User particularly needs the EQUIMO® tracker, the Application (with their own User Account) and at least one mobile device with Bluetooth and Internet connection – the actual technical requirements are specified on the Website and/or in the Application. The software intended for use as a part of the Service is delivered as installed on the respective Device pursuant to the Purchase Agreement.
- 11.2. The User shall pair the EQUIMO® tracker with the User Account and/or appropriate mobile device in accordance with instructions available at the Website and/or the Application.
- 11.3. The User shall pay all costs associated with the provision of a mobile device with Bluetooth and Internet connection, including all data traffic costs. The Device (the EQUIMO® tracker, etc.) must be procured by the User separately; the Company does not provide it as a part of the Services.
- 11.4. User Accounts may be created in the Application. In order to use the Services, the User must have their User Account paired with the Application. The User shall be responsible for ensuring that the information stated at the time of the registration of the User Account is correct and, when necessary, updating their User Account with current information.
- 11.5. To be able to use the Paid Tier Services, the User needs to subscribe to an appropriate Tier governed by these General Terms and Conditions; Section 13.5. of these General Terms and Conditions is not affected.

XII. INTELLECTUAL PROPERTY

- 12.1. As may be required for the use of the Services, the Company grants a worldwide, non-exclusive and non-transferable licence to use the Application.
- 12.2. The User may not copy, reproduce, modify, distribute, sell or lease any part of the Application, nor may they reverse engineer or attempt to extract the source code of the Application. The User is allowed to decompile and to reproduce the Application solely to the extent provided by law. This exemption provided by applicable law shall apply only on the condition that the information required to achieve the inter-operability of an independently developed application program cannot be obtained from the Company within a reasonable period of time after the User's previous express written request.
- 12.3. The User may not encourage, facilitate or cause any other party to remove, circumvent, modify, alter or in any other manner manipulate any encryption, security, or other technology that is a part of the Services.
- 12.4. The Company reserves the right to either update or alter the Application (including the software installed on the Device) without the prior notification of the User.

12.5. The provisions of this Article restricting the use of the Application shall remain effective even after the Service Agreement is terminated or withdrawn from by either of the parties.

XIII. PAYMENT CONDITIONS

- 13.1. If the chosen service Tier is subject to a fee (Paid Tier), the price stipulated on the Website represents the monthly fee that is to be paid before the appropriate month of the Service provision commences through the method chosen by the Purchaser when concluding the Service Agreement. Unless determined otherwise, a monthly fee is due on the last day of the month, which goes before the month of delivering appropriate Services.
- 13.2. The subscription to a Paid Tier is possible only after a credit/debit card is linked to the relevant User Account. In such circumstance, the User shall provide all of the information and undergo any steps necessary to effect the authorization of the Company with the credit/debit card issuer as an entity authorized to automatically charge the User an appropriate monthly fee pursuant to Section 13.1.
- 13.3. The Company shall not bear any additional costs that may arise for the User in relation to their chosen method of payment.
- 13.4. The delivery of Services included in a Paid Tier shall be terminated with immediate effect if the appropriate fee has not been received five (5) or more consecutive days from becoming due. In such circumstance, the Service Agreement shall still be considered valid and effective, however, the User shall be restricted only to Services included in the free of charge Tier.
- 13.5. A Paid Tier may be offered by the Company without charge for a limited period of the time per terms specified on the Website (hereinafter as the “**Trial Period**”). Both the offer of the Trial Period or the Trial Period itself may be terminated by the Company at any time and without the prior written consent of the User. The Trial Period may be terminated by the Company, particularly in circumstances of an abuse of the Trial Period.

XIV. DATA ACCESS AND SECURITY

- 14.1. Data produced by the User during their use of the Services (particularly horse activity data) is stored on external servers operated by the Company or a third party designated by the Company. Such data may be accessed only by the User or by other third parties (members of team) designated by the User via their User Account in the Application.
- 14.2. Such data remains in the sole ownership of the User. The User, however, shall allow the Company or a third party designated by the Company to process such data in order to deliver of the Services; especially to store and secure such data.
- 14.3. The User may only download such data through the Application during a data storage period, which may differ depending on the subscribed Tier. The actual length of the data storage periods is specified in the Application and/or on the Website. Any storage of data exceeding a stipulated period does not constitute a modification of the Service Agreement and the Company is entitled to delete the data without notifying the User after the data storage period expires.
- 14.4. The Company shall ensure that any third party designated by the Company with access to User data shall implement and maintain all reasonable security measures to safeguard such data from unauthorised access, use or disclosure.
- 14.5. The User shall store information necessary to log into the User Account in a secure fashion protecting it against unauthorised access. The Users are solely responsible for all use of the

Services that takes place through their User Accounts and for any data corruption or data losses caused by their usage of their User Accounts.

XV. CLAIMS

- 15.1. The Company reserves the right to perform maintenance on the infrastructure necessary to provide the Services, which may affect the availability of the Services and/or the Application for limited periods of time. Any scheduled unavailability of the Services due to maintenance will be announced in advance to the User through the Application.
- 15.2. In the situation of any malfunction affecting the availability of the Services and/or the Application, the Company reserves the right to terminate the access to the Services and/or the Application for the period of time necessary to ensure full functionality.
- 15.3. Any cessation of the Services or Application due to scheduled maintenance or malfunction shall not constitute a breach of the Service Agreement unless such unavailability exceeds ten (10) days in a calendar month.
- 15.4. Should the unavailability of the Services exceed three (3) consecutive days in a calendar month for Users subscribed to a Paid Tier, the Users may claim reimbursement in the form of a free month's subscription of the appropriate Paid Tier. By doing so, the User forfeits any other claims potentially arising from the performance shortfall of the Company.
- 15.5. Users subscribed to a free of charge Tier take note that the continuous provision of such Services is not guaranteed and the Company's aggregate liability for any claims potentially arising from a prolonged unavailability of the Services provided as a part of the free of charge Tier is limited to the maximum extent allowed by applicable law.
- 15.6. Any inability to provide the Services caused by a faulty Device or its part cannot be claimed pursuant to the Service Agreement and must be claimed pursuant to the relevant Purchase Agreement.

XVI. MODIFICATIONS OF THE SERVICE AGREEMENT

- 16.1. The User hereby expressly acknowledges that the Company has the right to change the scope of the Services, fees and other clauses of these General Terms and Conditions. The User shall be notified of such changes through the Application and/or by electronic mail sent to the e-mail address provided by the User, no later than one (1) month prior to such change entering into force. In the case of such change, the User shall be entitled to terminate the Service Agreement with effect on the day upon which the change is to come into force. The Company shall inform the User in its notice of their right to terminate the Service Agreement. If the User does not terminate the Agreement before such change takes effect, the User shall be deemed to have accepted such change.
- 16.2. In the circumstance of an early termination pursuant to Section 16.1, if the User has made a payment related to a period after the expiry, the Company will repay the excess amount within thirty (30) days from the termination of the Service Agreement.

XVII. TERMINATION OF THE SERVICE AGREEMENT

- 17.1. The Company may terminate the Service Agreement if the given User has not logged into their User Account at least one time within the last twelve (12) months. In such circumstance, the User Account and all data associated with the User Account shall be deleted. The Company is not obligated to inform the User of such termination of the Service Agreement.

- 17.2. Users may withdraw from a Paid Tier Service Agreement without stipulating a reason at any time up to fourteen (14) days after such Service Agreement has been concluded/modified. Section 10.2 is not affected.
- 17.3. Users may also terminate their Service Agreement in its entirety without stating a reason and such termination will become effective as of the first day of the next calendar month after the termination notice has been delivered to the Company. The User shall explicitly state they wish to terminate their Service Agreement even if it involves a free of charge Tier Service. The User takes notice that the use of the Devices may be impossible without the provision of the Services.
- 17.4. The Company is entitled to terminate the Service Agreement with immediate effect and, at the same time, make the Services immediately unavailable to the User in the circumstance that there are reasonable grounds to assume that:
- a) the User is abusing or has abused a Trial Period;
 - b) any provisions of Clause XII. have been breached by the User; or
 - c) the User has in some other manner committed a material breach of the Service Agreement.
- 17.5. The Company reserves the right to terminate the Service Agreement in its entirety with a notice period of three (3) months if the Services are to be removed from its product portfolio.
- 17.6. Whenever the Company or the User has a right to withdraw from or terminate the Service Agreement pursuant to these General Terms and Conditions or applicable law, the withdrawal may be given by sending a written notice to the other party through the Application, electronic mail or any other lawful means. This provision does not apply to Section 16.1.

PART D – FINAL AND MISCELLANEOUS PROVISIONS

XVIII. PERSONAL DATA PROTECTION

- 18.1. In the process of concluding and fulfilling agreements pursuant to these General Terms and Conditions, personal data, as defined by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, shall be duly collected and processed.
- 18.2. The controller of such personal data is the Company. Further information about personal data collection and processing may be found on the Website and/or in the Application.

XIX. GOVERNING LAW AND COURT JURISDICTION

- 19.1. These General Terms and Conditions and the documents to be entered into pursuant to them shall be governed by the law of Czech Republic. Application of the United Nations Convention on Contracts for International Sale of Goods is excluded. Notwithstanding the foregoing, the Consumer is ensured the protection that is afforded them by provisions of the law of their country that cannot be derogated by agreement.
- 19.2. Should any dispute between the Company and Entrepreneur arise, it shall be adjudicated by the court of the Company.
- 19.3. Should any dispute between the Company and the Consumer arise, the Consumer may turn to a non-judicial dispute resolution process provided by the Czech Trade Inspection Authority (<https://www.coi.cz/en/>) or by the European Union (<https://webgate.ec.europa.eu/odr/>).

XX. FINAL PROVISIONS

- 20.1. In the circumstance of a violation of these General Terms and Conditions, the Company reserves the right to take all necessary actions to put an end to abuses, including the suspension of access to the Application (Services), cancellation of the User Account or non-acceptance or cancellation of orders.
- 20.2. Lack of enforcement of any of the Company's claims and rights does not constitute a modification of any agreement or the approval of the Purchaser's (User's) actions.
- 20.3. The agreements concluded under these General Terms and Conditions and the rights, duties and obligations arisen from them may not be assigned or delegated by the Purchaser (User) without the prior written consent of the Company. Such assignment or delegation, however, may be done by the Company without any consent of the Purchaser (User).
- 20.4. The Company reserves the right to unilaterally change these General Terms and Conditions. This change will be announced on the Website, in the Application and/or by any other lawful means at least one (1) month in advance and the Purchaser (User) may withdraw from any agreement with ongoing performance without any further costs before the change takes effect. If the Purchaser (User) does not withdraw from the respective agreement, it is considered as their acceptance of the new General Terms and Conditions.
- 20.5. These General Terms and Conditions are valid as of the 15th of June 2019 and shall replace any other general terms and conditions.