
CONTRACTUAL ARRANGEMENTS
dated 20 May 2020

1. PRELIMINARY PROVISIONS

1.1. These Contractual Arrangements by the DuPonti s.r.o. Company, with its address at Kaprova 42/14, Staré Město, 110 00 Praha 1, the Czech Republic, ID 02809931, registered in the business registry at the Municipal Court in Prague, under the file number C 225407 (hereafter also as the "Provider") determine the rights and obligations of contractual parties arising by virtue of or with regard to the agreement (hereafter also as the "Agreement") on the use of the software (hereafter also as the "Software") specified below concluded between the Provider and another party (a user) by means of the user interface of the Software of the seller (hereafter also as the "Seller") in line with the Act No. 89/2012 Col., § 1751, paragraph 1. The Software is accessible via its domain.

2. DEFINITION OF TERMS

2.1. The capitalized terms listed in the Contractual arrangements have, based on the will of the Parties, the following meaning:

Accompanying Aspects means any functional and user options made available by the Provider through the Account not directly related to achieving the Purpose of the Service, such as competitions, sale offers, ads, affiliate links, banners etc.

Account means user interface established and available for a User from the Website after entering login credentials.

Activation means the moment when the last one of the following events occurs:

- the User provides the Provider with all the information required by the Provider in the registration process;
- the User sends an application for access to the User Account to the Provider.

Affiliate Program means partnership (affiliate) program which can be disclosed in connection with the Website.

Applicable Regulations means a set of regulations and standards that the User shall comply with, in particular

- the Contractual Arrangements;
- Conditions of Providers of support services related to the Service;
- legal regulations of the governing law.

Complaint means claiming one's right arising from liability for deficiencies in providing the Service.

Contractual Arrangements means the Contractual Arrangements, which – at the same time – represent the general conditions of use of the Service, the Software and any and all Other services.

Data means all data, files or other information created by the User or generated for the User in connection with the use of the Service or created, used or stored by the User as part of the Service made available by the Provider.

Domain	means the domain name with the Software and Service front-end, through which the User accesses the Account.
Duration Period	means the time from Activation to the end of the calendar month following the month when Activation or prolongation referred to in par. 11.2 occurred.
Email Address	means an email address of the mailbox managed by the User, which the User enters in the registration process.
Force Majeure	means any act, event or state outside the scope of influence of the Provider (e.g. hacker attacks or dissemination of computer viruses) that disables or impedes proper operation or functionality of the Service or Other services, including cases of failure to fulfil obligations by Providers of support services.
Boost	means the right of some of the Users to promote his/her profile as specified in 9.
Information	means all information that the User has entered in the registration process and information provided by the User to the Provider any time after activation (with the exception of Data).
Other Service(s)	means <ul style="list-style-type: none"> ➤ services and functionality of the Software made available to a User in his or her Account through the Website after the day of the User's expressed consent with the Contractual arrangements.; ➤ Any further services provided by the Provider or a Related Party.
Partner	means a User registered into the Affiliate Program;
Plan or Plans	means a set of rights made available to a User by the Provider; some of the Plans are free, others are paid.
Provider	means the Provider and operator of the Service as specified in 1.
Providers of Support Services	any entity whose services are used for the operation or provision of the Service, e.g. providers of services or manufacturers of product or devices of a hardware character necessary for launching the Service, for proper functionality of the Software and for the fulfilment of the Purpose of the Service); in particular, this means, but is not limited to, providers of telecommunication services as services of electronic communications within the meaning of generally applicable legal regulations which enable transfer of electronic signals.
Purpose of the Service	comprises enabling a User to <ul style="list-style-type: none"> ➤ access the Account within the scope of the given User's Plan; ➤ Interact with other Users within the scope of the given User's Plan.
Related Parties	means parties related to the Provider or parties acting in accord with the Provider, parties controlling or controlled by the Provider and the Devero International Limited (Hong Kong) Company.
Service	means providing the possibility to use the Software with the functionality made available by the given User's Plan by means of the Account.

Software	means software whose user interface (front-end) is made available to the User on-line through the Internet on the Domain.
Successor Contractual Arrangements	period draft contractual arrangements published in the Duration period on the Website, which in terms of the subject-matter and the scope of regulation are to replace the Contractual Arrangements and their date of publication is more recent.
User	means the person accessing and rightfully using the Service.
Website	means the website and the content displayed on the Domain.

- 2.2. Interpretation provision. Unless stipulated otherwise in the Contractual Arrangements or unless it follows from the meaning of a particular provision, any time the Contractual Arrangements regulate the use of "Service", such a provision includes, based on the will of the Parties, also the use of "Other service(s)";
- 2.3. Third-party rights. The Parties agree that the Provider's rights arising from the Contractual Arrangements are also agreed to the benefit of Devero International Limited (Hong Kong). To avoid any doubt, the Parties agree that where rights arise from the Contractual Arrangements for the Provider, such rights may also be asserted by Devero International Limited (Hong Kong), unless contrary to the nature of such a right.
- 2.4. Personal data. A Users' personal data protection and privacy policy is specified in a separate document.
- 2.5. Accompanying aspects of the Service. Since Accompanying aspects are not directly related with achieving the Purpose of the Service, the User is solely liable for their use and the manner of their use.
- 2.6. Other services. The User may use login credentials for the Service (Account) also for the purpose of use of any Other services.

3. LIMITS OF THE SERVICE

- 3.1. Limitations, maintenance. The Provider reserves the right to limit temporarily and for a necessary time access to the Service, mainly in order to perform updates and maintain the Service, including technical shut-downs. As a result of this, some or all the essential features of the Service may not work for a temporary period and, for example, delays may occur in delivering emails, por other messages.
- 3.2. Force Majeure. Due to the fact that proper operation and functionality of the Service is subject to proper provision of services by Providers of support services and proper functionality of their products, the Parties of the Contractual Arrangements are aware and agree that should an event of Force Majeure occur, access to the Service may be limited for a certain period.
- 3.3. Threat of punitive obligation. Should the Provider face, at any time in the future, any punitive or fee obligations from the side of a third party in connection with the Service, the Provider expressly reserves the right to limit User's access to the Account, the Service or the Accompanying aspects of the Service.

4. ACCESS TO THE SERVICE

- 4.1. Information. The User agrees to provide the Information requested during the registration truthfully, accurately and completely; should such Information become outdated or inaccurate during the use of the Service, the User shall modify the Information within the Account. The User is liable for outdated, incorrect or incomplete Information.
- 4.2. Login Credentials. The User acknowledges and agrees to being solely responsible
 - 4.2.1. for the security (confidentiality) of principal login credentials to the Account and access to the Service;
 - 4.2.2. for all acts and any administration or control of the Account or Service that will be carried out through the User's Account or using User's login credentials;
 - 4.2.3. for the User's Data (their character, manner of provision and use).
 - 4.2.4. for all types of use of the Service.

5. OBLIGATIONS OF THE USER AND PROVIDER

- 5.1. The User undertakes to:
 - 5.1.1. provide the Provider with true, accurate and complete Information;

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- 5.1.2. use only interface permitted by the Provider to access the Account and keep login credentials for the Account or any access or identification data enabling the use of the Service confidential;
 - 5.1.3. provide the Provider – at a request and in a specified time period – with other information or data required in connection with the Service after Activation;
 - 5.1.4. refrain from using the Service in a manner reducing the value of the Service or harming or threatening to harm the reputation of the Service, the Provider or a Related party;
 - 5.1.5. refrain from using the Service in a manner exhibiting signs of illegal conduct or in a manner aiding or allowing conduct exhibiting the characteristics of an offence or crime;
 - 5.1.6. refrain from using the Service in a manner that is inconsistent with the Applicable Regulations or that would lead to consequences prohibited by the Applicable Regulations;
 - 5.1.7. refrain from using the Service in a manner that affects or could affect any third-party rights contrary to the Applicable Regulations, in particular, but not limited to:
 - fundamental human rights and freedoms guaranteed by constitutional laws;
 - third-party personal and property rights;
 - third-party copyright or copyright-associated rights or third-party appellation rights;
 - third-party rights to respect for private and family life, home and correspondence;
 - 5.1.8. refrain using the Service in an unfair manner;
 - 5.1.9. observe the license conditions referred to in the Contractual Arrangements.

5.2. The provisions in sub-paragraphs 5.1.4 to 5.1.9 shall apply by analogy to the use of Accompanying aspects of the Service by the User.

5.3. The User further undertakes to

- 5.3.1. use the Account and the Service only in such a manner and to such an extent so as not to incur damage in the event that the Provider uses any right under the Contractual Arrangements or Applicable Regulations;
- 5.3.2. regularly back up (without any prior notification by the Provider) Data the loss of which could cause any material or non-material harm to the User to to his or her own data carriers; the regularity of the obligation to back up Data depends in each single case on the purpose for which the User uses the Service, and on the User's reasonable consideration.

6. TERMINATION OF ACCESS

6.1. The Provider may at any time cancel a User's Account, prevent or restrict User's access to the Service and prevent the use of the Service and Account if:

- 6.1.1. the User does not pay a for a paid Plan or lets a paid Plan expire;
- 6.1.2. the User violates any obligation referred to in par. 5.1 of the Contractual Arrangements or another obligation arising from Applicable Regulations in relation to the Service;
- 6.1.3. a User has not used the Service or accessed the Account in a period of one (1) year since Activation;
- 6.1.4. it is required by the Applicable Regulation or ordered by a public authority, an administrative authority, a court or an arbitral tribunal;
- 6.1.5. the Provider deems this appropriate with regard to the protection of interests of the Provider or a Related party.

7. CONTENT

7.1. The Service only represents a platform (tool) that enables achieving the Purpose of the Contractual Arrangements. The User shall be fully liable for the manner of use of the Service and the Data, because the manner of use is fully in the User's sphere of influence. The User is liable for any defective manner of use to the Provider and to any other potentially harmed third party, as well as public or administrative authorities.

7.2. Therefore, the User acknowledges and expressly agrees that

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- 7.2.1. the User is solely liable for all Data as the User solely decides on the manner of use of the Service and whether the Data are obtained and handled in accordance with the Applicable Regulations or not;
- 7.2.2. the User shall be solely liable for all Data the User creates, displays, sends or stores via the Service, and the User expressly agrees that the Provider shall not and cannot assume any liability in connection with the Data.
- 7.3. The Parties mutually agree that User's Data are not subject to copyright protection, due to the nature of the Service. In case any of the Data is subject to copyright protection, the Parties agree on the User's provision of a nonpaid license (right to use) to such Data in favour of the Provider and the Related parties. The licence is valid throughout the period of the property rights of the User to such Data worldwide and for the purposes of all know means of use of copyrighted work as know as of the day of issuance hereof.
- 8. SOFTWARE SUB-LICENSES**
- 8.1. Use of the Software. Due to the nature of the Software as a copyright work, the User is hereby granted with authorization to use the Software to the extent and under conditions stipulated in this Article.
- 8.2. As-is. The Software is provided to the User as-is. The User may not have claims against the Provider in terms of liability for defects or liability for damage.
- 8.3. Licensing conditions. The Sub-license is granted as non-transferable and non-exclusive, valid in all countries worldwide. The provisions of the Contractual Arrangements regulating the use of the Service are at the same time related and inseparable contractual arrangements applicable to the use of the Software. Violation of the Contractual Arrangements in provisions regulating the use of the Service constitutes a violation of licensing conditions to the Software at the same time, with the same consequences and gives rise to the same Provider's rights.
- 8.4. Extent of the Sub-license. The Sub-license is provided only to manners of use that (cumulatively):
- 8.4.1. follow the Contractual Arrangements;
- 8.4.2. are known in the governing law;
- 8.4.3. are necessarily required to achieve the Purpose of the Service or use of Accompanying aspects of the Service.
- 8.5. Duration. The Sub-license is granted for the period of duration of the contractual relationship established by the Contractual Arrangements.
- 8.6. Consideration. The Sub-license is granted in its basic variant for free (i.e. the lowest Plans and trial Plans are offered for free for a limited time period) and for certain consideration in its higher functionality variant, whereas the amount of the consideration equals to the price of the chosen Plan.
- 9. PLANS AND BOOST**
- 9.1. Upon Activation, the User gets access to the Service and the Software within the lowest variant thereof, which is usually first (free / trial) Plan. The duration of the first (free / trial) Plan is usually limited. Information on the duration and extent of the functions in the first (free / trial) Plan is available to the User in the Account.
- 9.2. The User can see the rights assigned to higher (paid) Plans and as well as the price of the higher (paid) Plans on the plans overview within the Account (the */profile/upgrade* sub-page).
- 9.3. Some Users get the right to Boost his/her profile. Boost means the right of a particular User to promote his/her profile in the Service. This means placing one's profile image on the Panel (the */dashboard* sub-page) and introducing the User to counterparts by means of a message, email or notification.
- 9.4. Payments for Plans can be set as a recurring payment (subscription based payments). In such a case, the User can cancel his/her subscription in his/her the Account (in the Settings section, i.e. the */settings* or */profile/settings* sub-page).
- 9.5. The User has the right to a refund only if the User proves that the payments were made by a third party thus committing a crime. A User's decision not to use the Website anymore or to delete the profile, does not constitute a right to a refund.
- 10. AFFILIATE PROGRAM**
- 10.1. A User registered in the Affiliate Program is a Partner. A Partner has the right to commission from payments received by the Provider from Users entering the Website via a Partner's affiliate link for (paid) Plans or Boost, i.e. "first tier". A Partner has the right to commission from commission achieved by partners in the Affiliate Program registered in the Affiliate Program by means of the Partner's affiliate link, i.e. "second tier". There is no legal right to any type of the Affiliate Program participation.

10.2. The commission is paid to the Partner upon a Partner's request first after the gained commission has exceeded the minimum amount set by the Provider. Costs for some payment methods might be to the debit of the Partner. The Provider states more details about affiliate cooperation within the Affiliate Section or anytime upon the request of the Partner.

10.3. The Affiliate Program and Partners are subject to all other provisions of the Contractual Arrangements to an appropriate degree.

11. DURATION PERIOD AND SUCCESSOR CONTRACTUAL ARRANGEMENTS

11.1. Force and effect. Except provisions in 11.2 and 11.3 whose force and effect is not limited in time, the Contractual Arrangements govern the legal relationship between the Provider and the User for the Duration period.

11.2. Prolongation. If no Successor contractual arrangements are published in the Duration period on the Website, the Duration period of the contractual relationship between the Provider and the User governed by the Contractual Arrangements is prolonged until the end of the following calendar month, and such prolonged period of time is considered to be the Duration period under the Contractual Arrangements.

11.3. Successor contractual arrangements. If no Successor Contractual Arrangements are published on the Website in the Duration period, the force and effect of the Contractual Arrangements terminate with the expiration of the Duration period. Before the expiration of the Duration period the User may unilaterally withdraw from the Contractual Arrangements.

11.4. The Parties agree that the use of the Service (or Other Services) is possible upon the expiration of the Duration period of the Contractual Arrangements only under conditions stipulated in the Successor contractual arrangements of the most recent publication date.

11.5. The Parties agree that a User logging into the Accountor otherwise using the Service or Other services after the Duration period of the Contractual Arrangements, represents a User's consent, by means of this act, with the Successor contractual arrangements of the most recent publication date and the will to be bound by them.

12. TERMINATION

12.1. A User may terminate the contractual relationship established by the Contractual Arrangements at any time without an explanation, by sending a notice of termination to the Provider's (email) address, i.e. info@happysupport.net or the support account available via support contact on the Website. The Provider undertakes to confirm the receipt of the User's termination notice without unnecessary delay to the User's Email Address.

12.2. The Provider may terminate the contractual relationship established by these Contractual arrangements at any time without an explanation and without a notice period.

12.3. A User has the right, as a customer, to withdraw from the Contract without explanation within 14 (fourteen) days of concluding the Contract.

12.4. The period for withdrawing from the Contract in line with 12.3 remains if the user sends a notification of withdrawing from the Contract to the Provider. A potential refund is reduced by a proportional amount of the price for the Service provided until the moment of the withdrawal from Service.

12.5. A User-customer may use the form for Withdrawal From Contract as attached in Appendix No.1 of the Contractual Arrangement below.

12.6. Where the access to the Service is terminated for any of the reasons referred to in Article 6 above, the contractual relationship between the Parties established by the Contractual Arrangements also terminates.

13. PROVISIONS ON RESPONSIBILITY FOR DEFECTS AND COMPLAINTS

13.1. With Services provided for payment, a User-customer has the right arising from defective performance. However:

13.1.1. A functionality provided to the User in a test mode is not considered a defect.

13.1.2. A User shall point out the defect without unnecessary delay upon detecting the defect, no longer than 6 months since the Activation of the Service or beginning of the availability of the new Software functionality if the defect occurred after the Activation of the Service.

13.1.3. The User does not have the right arising from defective performance

➤ if the defect is apparent at the time of concluding the Agreement;

➤ if the defect occurs as a result of the User's conduct or conduct contradicting the Contractual Arrangements or information concerning the use of the Software;

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- if the defect occurs as a result of circumstances specified in 3.1 or 3.2.

13.2.A user shall file a Complaint by means of an email to the Provider's email address, i.e. info@happysupport.net or by means of the User Interface of the Software or by sending a written notification to the Provider's address.

13.3. If the defect is correctable, the User may claim either correcting or completing what is missing or an adequate discount. If the defect is not correctable or prevents proper use of the Service, the User may either claim adequate discount or withdraw from the Contract.

13.4. The Provider provides written notification of the receipt of a Complaint. The Provider decides on the Complaint without unnecessary delay, no later than 30 days upon receiving the Complaint unless agreed otherwise with the given User. The Provider shall notify the User of the result of a Complaint.

13.5.A User not in the position of a customer surrenders the right to damage compensation by the act of accepting the Contractual Arrangements. If the right to damage compensation arises to a User by virtue of cogent legal regulations, the Parties agree on the User's obligation to claim such a right without unnecessary delay, no longer than 30 days upon the occurrence of the defect. A Complaint shall follow the same procedure as in 13.2 and 13.4.

14. PAYMENT PROVISIONS

14.1. A User can pay for the Service by non-cash means, especially by a credit card.

14.2. The Provider does not require the User to pay a deposit or similar charges. This does not affect the obligation to pay for the Service before its activation.

14.3. The Service fee is due on the date specified in the order. If the period is shorter than the period specified in cogent provisions of the applicable law, the period determined by the law is applied.

14.4. If the User pays by wire transfer, the User shall include the variable symbol of the payment. The obligation of the User to pay for the Service is fulfilled at the moment when the Provider receives the appropriate amount to the Provider's account.

14.5. The Provider is a VAT subject. The Provider provides a User with an electronic invoice / receipt sent to the User's email address upon receiving the appropriate amount to the Provider's account.

14.6. Potential discounts for the Service provided by the Provider cannot be combined.

15. PROVISIONS ON OBLIGATION TO COMPENSATE DAMAGE

15.1. Damage arising to the User with regard to the Account or Service. If any competent court or any other authority with the power to issue binding decisions or findings in line with appropriate regulations initiates a proceeding against the Provider or a Related Party with the aim to judge the Provider's or Related Party's responsibility for damage arising to a User, an upper limit (admissible maximum) of the Provider's or Related Party's responsibility is concluded for all such cases amounting to the price of the Software licence in the first paid Plan.

15.2. Damage arising to a third party with regard to the Account or Service. If any competent court or any other authority with the power to issue binding decisions or findings finds the Provider or a Related Party responsible for damage incurred to any third party with regard to a User's use of the Account or Service contradicting Applicable Regulations,

- the User takes over the obligation to compensate damage to the third party and undertakes to compensate such damage; or
- if the Provider or a Related Party has already compensated the damage to the third party, the user undertakes to pay the Provider or Related Party (depending on who made the payment) for the amount paid and any related expenses within 3 days of the date when a notification of such an obligation was sent to the Email address of the User.

16. CONCLUDING PROVISIONS

16.1. Severability. Should any provision of the Contractual Arrangements become invalid or unenforceable or should the Contractual Arrangements be found as such by a competent court or any other authority with the power to issue binding decisions or findings, this fact shall not affect the validity or enforceability of other provisions. However, the User undertakes to negotiate a new agreement with the Provider without undue delay in such a case (no later than within 5 days of the Provider's notice), a valid and enforceable one. The purpose of such a new Contract shall correspond to the original provisions, if possible, or at least aim to achieve the purpose closest to the original provisions.

16.2. Language version, governing law. Since some essential technical aspects of the Service are located in the Czech Republic, these Contractual arrangements are governed and construed in accordance with the laws of the Czech Republic. In the event of a litigation with Provider, it is agreed that the District Court in Prague 1 shall have territorial jurisdiction.

16.3. Disputes. If a consumer dispute arises from the Contract between the Provider and a User that is not concluded by a mutual agreement, i.e. the User in the position of a customer is bound to address the Provider primarily, the User in the position of a customer may file a motion for an out-of-court proceedings with the competent subject appointed for of out-of-court consumer dispute (Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, the Czech Republic; email: adr@coi.cz; web: adr.coi.cz). Such a User can also use the European platform for online dispute solving at: <http://ec.europa.eu/consumers/odr/> operated by the European Commission.

17. EXPRESSION OF CONSENT WITH CONTRACTUAL ARRANGEMENTS

17.1. The User expresses the will to be bound

- 17.1.1. by the Contractual Arrangements by hitting, clicking or tapping the button representing the consent and adherence to the Contractual arrangements (or by checking the respective box, with an unindubitable meaning of a User's consenting act);
- 17.1.2. by the Successor contractual arrangements by logging into the Service for the first time in accordance with par. 11.3 above.

17.2. The Provider expresses the will to be bound by these Contractual arrangements by publishing them on the Website.

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Notification of Contract Termination

- **I hereby inform**
- the DuPonti s.r.o. Company, with its address at Kaprova 42/14, Staré Město, 110 00 Prague 1, the Czech republic, ID 02809931, registered in the Business Registry at Municipal Court in Prague, file number C 225407
- **That I withdraw from the Contract**
- **Date of order (registration / payment):**
- **Name and surname of the User(s):**
- **The User's address:**
- **The User's Email address:**
- **The User's signature** (if the copy is sent in paper):
- **Date**

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