# Terms and Conditions for Registration of Users of Services Provided by Seznam.cz, a.s.

#### 1. Preamble

- 1. 1. Seznam.cz, a.s., a company with registered office at Radlická 3294/10, 150 00 Prague 5 Smíchov, Business ID: 26168685, registered under Reg. No. B 6493 in the Commercial Register maintained by the Prague Municipal Court, contact information: https://o.seznam.cz/kontakty/, is the operator or co-operator of multiple Internet servers and mobile applications (hereinafter referred to as the "Operator").
- 1.2. These terms and conditions for the registration of users (hereinafter referred to as the "User") of services provided by the Operator (hereinafter referred to as the "Terms and Conditions") apply to all services, including the Operator's mobile applications currently operated or to be operated by the Operator in the future (hereinafter referred to as the "Services"). These Terms and Conditions apply mutatis mutandis to User logins via third parties included in the Operator's partner network (referred to as 'logins via Seznam'). However, these Terms and Conditions do not apply to the registration, login, and logout processes relating to third-party services as such.

#### 2. Description of the Services

2. 1. These Terms and Conditions set out the rights and duties of the Operator and Users of the Operator's Services concerning the registration, login, and logout processes taking place within the Internet interface or a mobile application. The Terms and Conditions apply irrespective of whether User registration occurs via the Internet interface or a mobile application.

# 3. Rights and Duties of the Contract Parties

- 3.1. To fully access Services, the User creates a user account, the use of which is governed by the Terms and Conditions as well as special conditions applicable to individual Services.
- 3.2. The user account consists of a username and a password selected by the User and the User's profile photograph, if uploaded by the User. The username entered by the User must be in the format of an e-mail address or a telephone number.
- 3.3. During registration, the User must provide the data required by the Operator.
- 3.4. Under the user account, a User Profile is created for every User, which includes the User's username and profile photograph of the User, if uploaded by the User, where the foregoing information is visible to all users of Services (hereinafter referred to as the "User Profile"). The User Profile also contains information on the User's activity related to individual Services, but the visibility of such information to all users of Services may be modified by the User or completely hidden by changing the settings in the applicable section of the User Profile.
- 3.5. By publishing a profile photograph or other photographs in the User Profile or the user account, the User grants, upon the publication of such photographs, the Operator a non-exclusive license for the use thereof in the provision of Services for as long as the User uses such photographs in the User Profile or user account. The foregoing license is granted for the purposes of fulfilling the subject of cooperation and in connection with meeting the cooperation requirements for the types of use corresponding to the designation of the Services and these Terms and Conditions.

- 3.6. The User acknowledges that the publication of photographs pursuant to these Terms and Conditions constitutes the use of a work as defined in Act No. 121/2000 Coll. on Copyrights, Rights Related to Copyrights, and on Amendment to Certain Acts (Copyright Act), as in effect, and as such may require consent from their author or another authorized person. As per the foregoing, the User declares to be the holder of all rights to the photographs published in the User Profile or the user account to the extent necessary for the purposes of the Services and these Terms and Conditions, and that no third-party rights prevent the photographs from being made available for the Services. Moreover, the User declares that making these photographs available for the Services will not infringe any third-party rights, including but not limited to copyrights, personality rights, other third-party rights, and will not violate any laws or regulations in effect and in force. The User will be held liable by the Operator for any damages incurred if any of the declarations in this article are false.
- 3.7. Photographs published in the User Profile or in the user account must comply with the following requirements:
- a) they must not violate laws of the Czech Republic in effect and in force;
- b) they must not include erotic or sexually explicit content;
- c) they must not create misleading impression of the User's identity (for example photographs whereby the User pretends to be a famous person, etc.).
- 3.8. In prescribed cases, particularly in connection with paid Services, the User must provide an e-mail address in the user account, where the Operator has the right to request the User to do so.

# 4. User Login and Logout

- 4.1. The User accesses the Services by logging into the user account, i.e. by entering the username and password, or via third-party identity providers. If the username is the User's telephone number, a one-time password will be sent to the User via text message during the first or second login. The User acknowledges that sending the foregoing text message may incur telecommunication charges. The Operator will bear no responsibility for such charges.
- 4.2. By logging in, the User gains access to individual Services, subject to the User's acceptance of the contractual conditions for the applicable Service. The user account may be used across all the Services, allowing the User to be automatically logged in when switching between Services without the need to re-enter login details. Due to technical reasons, individual Services may request special login credentials from the User or the acceptance of additional contractual conditions, even if the User is already logged in.
- 4.3. To log out from the Services, the User uses the "Logout" link or another similar link on the Service page. By logging out from any Service, the User is logged out from all Services and will be unable to use the Services in a way that requires login.
- 4.4. After logging out, the User will remain considered identified, which means that the User will continue to be identifiable on the device and browser used to log into the Service, for example using the User's username, profile photograph (if uploaded into the User Profile), or other credentials provided by the User during registration or subsequently added to the User Profile. Being identified allows the User to easily log back in by entering the User's password to access

the Services. To remove identification from the device, the User must use the "Forget", "Forget User", or another similar link.

# 5. Consequences of Violating the User's Duties

- 5. 1. The Operator reserves the right to delete any user account with an offensive username or a user account that violates civility, public order, or the rights of the Operator or third parties. An account may be deleted without prior notice or compensation. Special conditions for Services may lay down additional rights regarding the deletion of user accounts.
- 5.2. Moreover, the Operator reserves the right to take the following measures regarding user accounts that violate the Terms and Conditions, the contractual conditions for individual Services, and/or laws and regulations in effect, rules of civility, public order, or the Operator's or third-party rights; the measures may be taken without prior notice or compensation:
- deletion of the user account;
- temporary or permanent restriction of access (blocking) to the user account. The Operator may take the above measures with respect to user accounts that share the same identification credentials as the user account for which the User's access is restricted or that has been deleted due to the reasons listed in this paragraph.
- 5.3. The Operator reserves the right to delete user accounts of Users who within the prescribed time limit after registration fail to provide mandatory information required by the Operator.
- 5.4. Moreover, the Operator reserves the right to delete user accounts of Users who have been inactive for more than two calendar years, particularly if the User does not log in or the user account shows other signs of inactivity.
- 5.5. The Operator reserves the right to adopt the measures referred to in this article through Service administrators and/or automated systems.

#### 6. Personal Data Processing

- 6.1. In processing personal data, the Operator proceeds in accordance with Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (hereinafter referred to as the "Regulation"), Act No. 110/2019 Coll. on Personal Data Processing, Act No. 111/2019 Coll., Amending Certain Acts in connection with the Adoption of the Personal Data Processing Act, Act No. 480/2004 Coll. on Certain Information Society Services, Act No. 127/2005 Coll. on Electronic Communications, and other laws and regulations governing personal data protection.
- 6.2. For the purposes of User registration for Services and the recognition of a logged in or identified User, the Operator may process the User's personal data or personal data provided or entered by the User during registration and/or provided for any of the Operator's Service. The User acknowledges that to ensure the safety of Users and their data, the Operator has the right to process the User's personal data entered or added for any of the Services provided by the Operator, for the purposes of improving the recognition of logged in or identified Users.
- 6.3. Processing personal data as per the above is lawful due to being required for performing the agreement based on which the Operator provides registration for the Services, where the User is

a contract party as a data subject.

- 6.4. In specific cases, the Operator may process personal data for a specific purpose to protect its or third-party legitimate interests (such as the interest in the secure functioning of the Services) in accordance with legal requirements for personal data processing.
- 6.5. Upon providing personal data of other natural persons to the Operator, the User must notify such natural persons of the processing of their personal data to ensure the lawfulness of personal data processing. Otherwise, the User is liable to the Operator for any damages incurred.
- 6.6. Data, liable to qualify as personal data, may be transferred to a third party in connection with the provision of the Services, in accordance with an agreement between the Operator and such a third party. Detailed information on procedures for handling personal data is provided in the relevant section of the Operator's website.

#### 7. Closing Provisions

- 7.1. The provision of Services is also subject to the relevant specific contractual conditions. Contractual conditions for individual Services take precedence over the provisions of these Terms and Conditions.
- 7.2. The Terms and Conditions for Author Subscriptions form an integral part of these Terms and Conditions and apply to Users who are granted access by the Operator to an author's content that the author has made conditional upon payment.
- 7.3. The Operator reserves the right to unilaterally make proportionate amendments to these Terms and Conditions, particularly in response to changes in laws, technical updates to the Services, and changes in the Operator's operations, organization, and business processes. The Operator must notify the User of an amendment via the Service interface or e-mail at least 15 days before the amendment is to take effect. The User will have the right to reject an amendment to the Terms and Conditions, in which case the user account will be closed. By continuing to use the user account after an amendment to the Terms and Conditions enters into effect, the User will be deemed to have accepted the amendment.

These Terms and Conditions enter into effect and into force on 3 November 2025.

### **Terms and Conditions for Author Subscriptions**

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- 1. These Terms and Conditions for Author Subscriptions apply to the contractual arrangement between the Operator and the User, insofar as the Operator grants the User access to content that is conditioned by the author on payment, where the contractual conditions set out related rights and duties, particularly in relation to the payment terms (hereinafter referred to as the "Terms and Conditions for Author Subscriptions").
- 2. In relation to selected Services thereby operated, the Operator reserves the right to grant the author of content the right to make access to selected content conditioned upon payment (hereinafter referred to as "Author Subscriptions"), provided that such a function is available for the applicable Service.
- 3. As regards payment, the Operator acts solely as an intermediary and is not the seller of Author Subscriptions. For that reason, the Operator bears no liability for defects in Author Subscriptions, where applicable.
- 4. Payments for Author Subscriptions have the form of a monthly automatically renewed monthly subscription (hereinafter referred to as the "Subscription"). Paying for the Author Subscriptions grants the User access to Author Subscriptions while the Subscription remains in effect.
- 5. Before remitting the Subscription fee to the author, the Operator will deduct its costs for brokering the Author Subscription (hereinafter referred to as the "Subscription Fee Commission"), which amount to 15% of the Subscription fee, including VAT at the statutory rate.
- 6. The Operator will refund a payment to the User, after deducting the Subscription Fee Commission, if the sum cannot be remitted to the author's bank account with no fault on the Operator's part.
- 7. The Operator will make the Author Subscriptions available to the User without unnecessary delay after a payment for the Subscription is received via the payment gateway designated by the Operator.
- 8. The Subscription is active starting at the time of being ordered and paid for by the User, and it expires upon the expiry of the prepaid period.
- 9. After expiry, the Subscription is automatically renewed for the same period for which it was ordered, on a recurring basis.
- 10. The Subscription may be cancelled at any time via the account interface of the User, no later than 24 hours before its automatic renewal.
- 11. After cancellation of the Subscription (cancellation of automatic renewal), the User will have the right to use the Author Subscriptions until the end of the prepaid period.
- 12. If the User cancels the Subscription before the end of the prepaid period, the Operator will not refund a paid Subscription fee; the User will have access to the Subscription until the end of thereby ordered and paid period.
- 13. The Operator does not issue invoices or receipts to Users for paid Subscription fees. Under accounting and tax laws, the responsibility for issuing invoices or receipts lies with the author whose Author Subscriptions is available through the Operator's selected Services.
- 14. After paying the Subscription fee, including payments for Subscription renewal, information about the payment made will be provided via the account interface of the User.
- 15. The Operator bears no liability for the availability of payment methods on all devices and platforms. Liability for the completion of transactions lies exclusively with the provider of payment services.
- 16. If the Operator removes or restricts Author Subscriptions, due to contravening the law or special contractual conditions, the Subscription fee will not be refunded, in part or in full.

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1. The Operator reserves the right to unilaterally make proportionate amendments to these Terms and Conditions for Author Subscriptions, particularly in response to changes in laws, technical updates to the Services, and changes in the Operator's operations, organization, and business processes. The Operator will notify the User of an amendment via the Service interface or e-mail at least 15 days before the amendment is to take effect. The User will have the right to reject an amendment to the Terms and Conditions for Author Subscriptions, in which case access to the Author Subscriptions will be terminated. By continuing to use the Author Subscriptions after an amendment to the Terms and Conditions for Author Subscriptions enters into effect, the User will be deemed to have accepted the amendment.