

## THE GENERAL BUSINESS CONDITIONS

Inveo.cz, s.r.o.  
Registered office: Křižíkova 148/34, 186 00, Prague 8  
entered in Section C, Insert 149063 of the Commercial Register held  
at the Municipal Court in Prague  
Company Registration Number: 28541669  
Company VAT Number: CZ28541669

(hereafter simply referred to as the "Provider")

If you are customer from US/Canada following terms apply:

The „Provider“ is:

Martenz Capital LLC  
8 Sorrento Dr. Suite #8  
Osprey, Florida, 34229, USA  
(941) 202-8084

All reference to „Inveo“ is replaced with „Martenz“.

### I. The introductory provisions

1.1. The Provider's "General Business Conditions" contained in this document apply to all contractual relations where part of the contractual relations' contents consists of a reference to the business conditions (hereafter simply referred to as the "General Business Conditions").

1.2. The parties to the contractual relations which are subject to these conditions are the Provider and a legal entity or natural person (hereafter simply referred to as the "Customer") who has ordered performance from the Provider which is specified in an order for the service entitled "Mailforce" which involves the creation, maintenance, dispatch and administration of email marketing campaigns (hereafter simply referred to as the "Service").

1.3. The Provider will provide the Service in accordance with these conditions and the conditions contained in the order, whereby these documents will constitute the content of the contractual relations. Unless stated otherwise in the contract/order, the provisions of the General Business Conditions will apply.

1.4. If there are any discrepancies between the wording of the contract/order and these General business conditions, the provisions of the appropriate contract/order will apply, even if any of the articles from the General Business Conditions have been partially or otherwise modified in the contract/order.

1.5. The names "inveo" and "Mailforce", including the logos pertaining to the stated names, are the Provider's registered trademarks and they are protected by industrial property law.

1.6. The Customer is not authorised to use the Provider's trading name, its registered trademarks, its logos and its domain names or any other associated designations or commercial elements.

### II. Information on the concluded contract and the business conditions

2.1 The Customer is obliged to acquaint itself with the Provider's General Business Conditions. The act of concluding the contract or sending the order means that the Customer has issued the Provider with confirmation of the fact that the Customer has been acquainted with the General Business Conditions which constitute part of the concluded contract, that the Customer is aware of their contents and that the Customer agrees with them. The General Business Conditions are posted online at [www.mailforce.cz](http://www.mailforce.cz) and the Customer hereby declares that it had been sufficiently informed of them prior to concluding the contract and that it had had the opportunity to become acquainted with them in detail.

2.2. The contractual relations between the Provider and the Customer will be established as of the conclusion of the contract or the receipt of the Customer's order.

### III. The ownership rights and copyright

3.1. Those contractual relations which are not regulated by the General Business Conditions or by a written agreement based on any special contractual agreements between the Provider and the Customer are subject to the valid legislation.

3.2. The Provider will retain all the copyright and industrial property rights which it utilises, creates or processes within the framework of the performance, including the associated content and form (for example, templates, videos, animations, graphics, texts and so on) and they will remain in the ownership of the Provider and any unauthorised use thereof will constitute a breach of the Provider's copyrights and industrial property rights.

3.3. Everything which the Provider creates/provides within the framework of its activities for the Customer will remain the exclusive property of the Provider.

3.4. The ownership rights to the items which constitute the subject of the contractual performance and which are supposed to become the property of the Customer in accordance with the order will pass to the Customer as of the date of the full payment of the Customer's financial liabilities towards the Provider.

3.5. The risk of any damage occurring to any transferred items will pass to the Customer as of the day they are transferred.

3.6. If the result of the Providers' activities involves work which is subject to copyright protection according to copyright law, the personal and property rights to it will be subject to Act no. 121/2000 Coll. governing copyright law, the law associated with copyright law and the changes to some associated Acts (the Copyright Act), as amended. The Provider will provide the Customer with a non-exclusive license for any thus created work for a period limited only by the duration of the proprietary copyright and without any territorial limitation.

3.7. The Provider guarantees that its performance will not be subject to the intellectual property rights of any third parties.

### IV. The rights and responsibilities of the Customer and the Provider

4.1. The Customer is obliged to provide correct and complete information, especially a correct and complete invoice and postal address, and is also obliged to provide any requested cooperation and to do so correctly and on time according to the Provider's requirements.

4.2. The Customer pledges to only use the Service for its own needs and bears exclusive responsibility for all of the distributed content of the Service.

4.3 The Provider pledges to ensure the functional operation of the Service, including the subsequent circulation of bulk e-mails.

4.4 The Provider pledges to maintain a database of contacts solely for the use of the given Customer and to refrain from providing it to a third party for any other purposes.

4.5 The Provider will not bear any liability for any errors of content or omissions or for any damages arising as a consequence of the use of the contents. The Provider will also not bear any liability for the marketability or suitability of the Service's contents.

4.6. The Customer pledges to refrain from using the Service for any unethical or illegal purposes such as the circulation of spam, pyramid schemes, harassment or slander, the dissemination of harmful programmes, contents or elements which are protected by the intellectual property rights of other parties, pornographic material, pictorial material or recordings of the conversations of third parties made without their consent, the creation of false sender identities, any breaches or attempted breaches of the law or links leading to unethical, illegal or otherwise defective servers.

4.7. At the same time, the Customer also pledges to use the Service in such a way so that the circulated content is not at odds with the valid legal regulations of the state in which the Customer is located. The Customer pledges to bear all the legal and financial liability for any damages caused in the case of a breach of these conditions.

4.8. The Provider is entitled to stop the use of the Services without the Customer's prior consent, if the Provider is of the opinion that the Customer has breached the agreed conditions, and the Provider will not bear any liability for any damages caused by the Services being stopped in this manner. The provider also reserves the right to carry out preventative inspections of the sent e-mails.

4.9. The Customer is entitled to test the provided Services in the form of so-called test cooperation and to do so for the period of 1 month or for specific content.

4.10. The minimum period for which it is possible to order the Mailforce service is 6 months. The Provider reserves the right to shorten this period at its discretion (for example, prolonging the test period).

4.11. If no written notification as to the termination of the contract is forthcoming prior to the end of the duration of the contract (order), this will be taken to mean that both parties are interested in continuing their cooperation and the contract will be automatically extended for a further period of the same length as the original contract, but for at least 6 months. Unless expressly stated otherwise in writing, the provider is authorised to list the Customer as a reference and to do so by using the Customer's logo and name on its websites and social networks, in its marketing materials and within the framework of business meetings.

4.12. Unless expressly stated otherwise in writing, the provider is authorised to contact the Customer with a request for the provision of telephone or e-mail references.

4.13. The parties pledge to maintain confidentiality about the contents of their mutual contractual agreements and they are obliged to refrain from undertaking any actions which would lead to the publication of any of the contents of the contractual agreements.

4.14. The Customer pledges to submit the basic information for circulation 48 hours prior to the planned circulation time. It is necessary to submit any new templates 6 workdays in advance. In the case of the failure to adhere to the aforementioned delivery deadlines, the Provider reserves the right to miss the agreed circulation deadlines.

## V. The payment terms and the price of the Service

- 5.1. The prices for the services are stated in Czech crowns (CZK), Euros (EUR) or American dollars (USD). If it is agreed that any prices stated in EUR or USD will be payable in Czech crowns, the Czech National Bank's exchange rate as of the payment date will be used.
- 5.2. The price will be designated by means of an agreement between the contractual parties.
- 5.3. The price in the signed order is immutable. If the Customer fails to make full use of the services specified in the order, the Customer will not be entitled to a refund of any part of the contractual price or to a discount on the provided services.
- 5.4. The order price will only change, if the customer exceeds the volume of the services set out in the order. E-mails which lead to the order volume being exceeded in this way will be charged according to the price which is stated in the order.
- 5.5. The price does not include Value Added Tax.
- 5.6. The price will always be payable upon the basis of invoices issued in accordance with the provisions of this article 5 and with the conditions and in the deadlines stated in the order.
- 5.7. If the period of the provision of the Services is longer than twelve (12) months and the growth in the consumer price index (the inflation rate) announced by the Czech Statistics Office increases by five (5) or more percent in relation to the moment of the previous designation or increase of the price, the Provider will be entitled to increase the price for the Services by an amount corresponding to any such percentile increase. The increase in the price will become effective one (1) month after the delivery of the notification of the increase to the Customer.
- 5.8. The invoices must meet all of the prerequisites for accounting and taxation documents as required by the valid legislation for such documents.
- 5.9. If an invoice does not fulfil the conditions stated in article 5.6, the contractual party will be authorised to return it within a deadline of five (5) workdays from the date of dispatch of the invoice along with notification of the errors it contains. In such a case, the invoice's maturity period will be suspended as of the date when the invoice is returned with the notification of its defects and the new maturity period will commence upon the delivery of the error-free invoice to the contractual party.
- 5.10. The maturity date for the invoice will be fourteen (14) days from the delivery date. The price charged in the invoice will be paid by means of a direct credit to the account of the second contractual party. The invoicing will always take place as of the 1st day of the following month.
- 5.11. All of the amounts which are mutually credited by the contractual parties must be free of any bank charges or any other costs associated with the transfer of the amount to their accounts. The Customer will bear the bank charges and costs charged by the Customer's bank and the Provider will bear the bank charges and costs charged by the Provider's bank.
- 5.12. In the case of any default in the payment of an invoice or any part thereof, the default interest will amount to 0.05% for each commenced day of default, whereby the Provider's entitlement to the default interest will commence on the day following the invoice's maturity date.
- 5.13. Detailed payment terms will always be stated in the order or in any other contractual agreements between the Provider and the Customer, if they differ from the General Business Conditions.
- 5.14. The Provider pledges that it will pay the appropriate tax administrator the appropriate VAT which will be added to the price for the performance according to the order/contractual document and will be paid by the Customer in association with the settlement of the price for the performance in accordance with the appropriate provisions of Value Added Tax Act no. 235/2004 Coll..
- 5.15. If the Provider fails to fulfil any of its obligations according to article 5.12 and does not pay the appropriate VAT or any part thereof to the appropriate tax administrator and the Customer therefore becomes liable to pay the appropriate VAT or any part thereof to the appropriate tax administrator under the conditions designated by the VAT Act and if the Customer pays said VAT or any part thereof, the Provider pledges to pay the amount of the appropriate VAT or part thereof, which the Customer has paid the appropriate tax administrator on behalf of the Provider, to the Customer's bank account without any undue delay upon receipt of the Customer's written notification which will include an enclosed document substantiating the Customer's payment of the given VAT or part thereof to the appropriate tax administrator. If the Provider fails to refund the Customer the appropriate VAT or part thereof within five (5) workdays of the receipt of the call to do so, the Customer will be authorised to credit its receivable due from the Provider against any of the Provider's receivables due from the Customer or to recover the outstanding amount using any other legal means.
- 5.16. If the Provider receives the status of an unreliable payer on the basis of a decision of the tax administrator in accordance with the provisions of section 106a of Value Added Tax Act no. 235/2004 Coll. during the period of the taxable performance according to the order and if the Customer pays the VAT on the provided performance directly to the tax administrator in accordance with section 109a of the same Act,

the Customer will pay the Provider the agreed price for the provided Services reduced by any such paid tax.

## VI. Complaints

- 6.1. All communications concerning complaints will take place in writing via electronic mail. This approach will provide the Customer and the Provider with conclusive records of the course of the complaints proceedings.
- 6.2. Contact the Provider by email at info@mailforce.cz in order to lodge a complaint and state a detailed account of any faults.
- 6.3. Wait for the reply of the Complaints Department which will inform you as to whether this involves an actual complaint or merely a technical problem which should be further resolved by the Technical Department.

## VII. Personal data protection

- 7.1. The Customer's personal data will be stored in accordance with the valid legislation.
- 7.2. All the information acquired from the Customer will be used exclusively for the Provider's internal requirements (for the purpose of the successful fulfilment of the order) and will not be divulged to any third parties. External advisors, consultants and lawyers constitute an exception to this, but the Customer's personal data will only be provided to them to the minimum extent which is necessary for the fulfilment of their obligations towards the Provider.
- 7.3. By concluding the contract, the Customer agrees with the processing and storage of the personal data in the Provider's internal database. The Customer is entitled to access the personal data and has the right to correct it, including all the other legal rights pertaining to this data.
- 7.4. If the Provider processes any personal data during the provision of the Services, the Customer will be obliged to fulfil the obligations designated for the administrator of the personal data by the valid legislation. The Customer is obliged to inform the Provider of the fulfilment of its obligations at an extent which is necessary for the provision of the Services.
- 7.5. If the Provider suffers any damages as a consequence of a breach of the Customer's obligations as the administrator of any personal data, the Customer will be obliged to compensate the Provider for any such damages without any undue delay, but at the latest within 30 days.
- 7.6. The Customer is entitled to have his or her personal data erased from the database, if he or she so requests in writing.

## VIII. Responsibility, sanctions

- 8.1. The contractual parties will not bear any responsibility for any damages caused within the framework of the valid legislation and the contract. The contractual parties hereby pledge to exert maximum efforts in order to prevent any damages from occurring and to minimise any damages which have occurred.
- 8.2. The Provider will not be liable for any damages which occur as a result of any materially incorrect or otherwise faulty specifications which it has received from the Customer.
- 8.3. Neither of the contractual parties will be responsible for any delays in the fulfilment of their obligations caused by circumstances for which they are not responsible. The contractual parties pledge to inform the second contractual party without any undue delay of any circumstances which have arisen and which eliminate their responsibility for the given delay in the regular performance. The contractual parties pledge to exert maximum efforts in order to eliminate and overcome any circumstances ruling out their responsibility for delays.
- 8.4. The Provider will be responsible for any damages which it causes by breaching its contractual obligations towards the second contractual party. While taking into account the provisions of section 2898 of the Civil Code and all of the circumstances pertaining to the contractual relations, the contractual parties hereby state that the total amount of any such damages will be limited to a maximum amount equal to the price paid by the Customer for the performance, the realisation of which has led to the occurrence of the given damages.

## IX. The concluding provisions

- 9.1. The parties have agreed that any disputes will be resolved before a general court.
- 9.2. The contractual relations between the Provider and the Customer or any disputes arising in association with the General Business Conditions will be resolved in accordance with the valid legal regulations of the Czech Republic, regardless of the fact that the Services may be available to subjects who use them or could use them outside the territory of the Czech Republic.
- 9.3. The Provider will only be liable for damages in the cases designated by the valid legislation. The entitlement to compensation for damages is, however, limited to the maximum amount of the monies paid by the Customer for the services, unless agreed otherwise.



9.4. The Provider is authorised to supplement or change the General Business Conditions by publishing their latest wording at [www.mailforce.cz](http://www.mailforce.cz). The new version of the General Business Conditions will become valid as of the date of publication, unless a later date is stated in the new version of the General Business Conditions.

9.5. The Provider is authorised to inform the Customer of a change in the General Business Conditions using the Customer's email address. The Customer is authorised to reject the change in the General Business Conditions within three workdays.

9.6. The General Business Conditions come into effect on 1.6.2017.

#### **IX. Terms**

10.1 "Territory" means the country location of the service users. The Territory for this Terms and Conditions is USA/Canada provided such services are subject to U.S. Export Laws.

#### **Disclaimers**

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Provider does not warrant that the programs/services will operate in combinations other than as specified in the documentation or that the operation of the programs/services will be uninterrupted or error-free.

All programs/services are offered and distributed "AS IS."

#### **Warranty**

The reperformance of services, or if Provider is unable to perform the services as warranted, and Provider will promptly refund (no later than forty-five (45) days) the fees paid to Provider for the unsatisfactory services.

#### **Limitation of Liability**

In no event shall either party be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. Provider's liability for damages hereunder shall in no event exceed the amount of fees paid under respective order, and if such damages result from your use of the program and/or services, such liability shall be limited to fees paid for the relevant program or services giving rise to the liability.

#### **Jurisdiction**

This Terms are governed by and construed in accordance with the laws of the State of Florida, without regard to any conflict of law's provisions. This order will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA, even if such law is adopted in Florida. Further, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this terms and respective order.

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The Customer hereby reaffirms with his signature consent with the General Business Conditions.

Date..... Customer signature .....