

GENERAL TERMS AND CONDITIONS
(hereinafter referred to as "**Terms and Conditions**")

1. PREAMBLE

- 1.1.** Terms and Conditions have been issued by QED GROUP a.s., Identification No.: 24735884, with its registered office at 110 00 Prague, Štěpánská 1677/20, Czech Republic, entered in the Companies Register administered by the Municipal Court in Prague, Section B, Entry No. 16485 (hereinafter "**QED GROUP**").
- 1.2.** QED GROUP is the holder of the domain qedgroup.cz and operates the website www.qedgroup.cz (hereinafter referred to as the "**Website**").
- 1.3.** The Terms and Conditions shall apply to all contractual relationships concerning all services provided by QED GROUP or arising in relation thereto between QED GROUP, as one party, and natural persons, legal entities or any other legally recognized entities (hereinafter referred to as the "**Client**"), as the other, as well as to all negotiations on such contractual relationships.
- 1.4.** The Terms and Conditions constitute an integral part of an agreement concluded between QED GROUP and the Client regarding the provision of the services (training, seminar, coaching and other services according to our current offer), whether the contract is concluded by acceptance of an order, through remote communication means or in writing (hereinafter referred to as the "**Agreement**").

2. CHANGES TO THE TERMS AND CONDITIONS

- 2.1.** QED GROUP is entitled to amend the Terms and Conditions or to add new provisions thereto if a reasonable need for such changes or amendments arises, such as a need to change or newly and explicitly adjust the wording of certain rights and obligations of parties in connection with a change in legislation, available technologies, a situation on markets, or the QED GROUP's business policy.
- 2.2.** QED GROUP will publish the wording of changes and amendments, or the complete wording of such amended Terms and Conditions on its Website or send the wording of changes and amendments, or the complete wording of such amended Terms and Conditions, to the Client, at least 2 months prior to the proposed effective date of such amendment.
- 2.3.** If the Client does not agree with the proposed amendment to the Terms and Conditions, he / she is obliged to notify QED GROUP of such disagreement within 14 (fourteen) days. In such case the existing Terms and conditions shall apply on the already ordered services. If the Client does not notify QED GROUP of such disagreement within 14 (fourteen) days, the new wording of the Terms and Conditions becomes binding upon the already ordered services instead of the older version of Terms and Conditions, effective as from the date stated in the given amendment to the Terms and Conditions as the date upon which the new wording of the Terms and Conditions becomes valid.

3. ORDER OF SERVICES, THE CONCLUSION OF AGREEMENT

- 3.1.** When ordering services, the Client proceeds as follows:
 - 3.1.1.** The Client shall choose requested services from QED GROUP's current valid offer.
 - 3.1.2.** The Client shall provide all necessary details in the order or in the order form and send the order through an interface on the Website, by e-mail or post services.
- 3.2.** After receipt of the order:
 - 3.2.1.** QED GROUP shall confirm the receipt of the order by e-mail, phone, in person or by another means. This is not an order acceptance.
 - 3.2.2.** If QED GROUPS decides to accept the order, QED GROUP shall explicitly confirm such an acceptance by e-mail, phone, in person or by another means.
 - 3.2.3.** By confirming the full acceptance of the order, the Agreement is concluded between the Client and QED GROUP.

- 3.3.** QED GROUP is not liable for accepting or fulfilling the order, if the Client provides any incorrect, incomplete, untrue or misleading information.
- 3.4.** With regard to the highly professional character of the services provided, QED GROUP needs to commence the preparation necessary for the proper provision of ordered services immediately upon the acceptance of the order. Therefore, by sending the order, the Client agrees that the contents of his order cannot be changed without consent of QED GROUP. The Client isn't entitled to cancel the order after its acceptance by QED GROUP.
- 3.5.** QED GROUP reserves the right to check the existence and identity of the Client.

4. TERMS OF SERVICES

- 4.1.** To provide high quality services, QED GROUP reserves the right not to accept or to reject any order of services that has not yet been accepted.
- 4.2.** To provide quality services, QED GROUP reserves the right to determine maximum and/or minimum numbers of participants receiving particular services (in particular the number of participants in seminars, training, etc.).
- 4.3.** If the Client orders services to be provided to a specific number of participants, the Client is not entitled to any discount or substitute performance in case of lower attendance of the participants.
- 4.4.** In case of higher attendance of the participants than announced by the Client in the order or in Agreement, QED GROUP is entitled to refuse to provide the services to such unannounced participants.
- 4.5.** Should any participant receiving the services behave inappropriately, especially if such behavior results in any jeopardizing or limitation of services or in endangering of assets, health or dignity of other participants or third parties, QED GROUP is entitled to refuse to provide all services to such participant without any compensation, without prejudice to the Client's obligation to pay the agreed price of the services.
- 4.6.** Any change in Agreement, especially in the date of provision of services, in the participants, in the content of the ordered services or in the price is possible only with the written consent of QED GROUP.
- 4.7.** QED GROUP reserves the right to hire subcontractors without any limitation if needed to perform any obligations.

5. PRICE, TERMS OF PAYMENT

- 5.1.** The prices stated in the offers sent by QED GROUP are valid for 30 days following the date when the offer or the price list was sent, unless expressly stated otherwise. By sending the order, the Client expresses his consent with the price stated in the offer or in the price list for the service ordered.
- 5.2.** The prices for certain services may depend on their specific character. In such a case, the price shall be provided to Client in an individual price offer sent by QED GROUP with a request for acceptance of the price. The order shall be considered cancelled if the Client won't accept such price.
- 5.3.** The price shall be stated in Czech crowns or EURO, VAT exclusive, unless expressly stated otherwise.
- 5.4.** QED GROUP is entitled to request an advance payment in the max. amount of 30% of the agreed price of ordered services, unless expressly stated otherwise.
- 5.5.** All payments shall be made within thirty days starting from the day following receipt of the invoice by the Client, unless expressly agreed otherwise.
- 5.6.** The invoice shall contain the essentials prescribed for an accounting and tax document under legislation and QED GROUP's bank details. In the case any invoice fails to meet these requirements, the Client shall return such invoice to QED GROUP with a request to issue a new invoice within 5 days following the receipt. Upon the receipt of the new, completed or corrected invoice, a new due date for the Price starts.

- 5.7.** An invoice can be furnished in electronic format. The invoice in electronic format shall be deemed received once the email is received or the message arrives at the Client's data box.
- 5.8.** All payments shall be made by interbank transfer to QED GROUP's account stated in the invoice. The Client shall not be deemed in default of the payment if the full amount is debited to the Client's account and credited to the QED GROUP's account not later than on the last day of the payment period.
- 5.9.** If the Client is late with any payment for more than 30 days after the due date, QED GROUP is entitled to refuse the provision of any services, even if the provision of services have already been confirmed or started by QED GROUP. In such case the Client has no claim to a discount, compensation or substitute performance.
- 5.10.** If the Client is late with a payment charged in accordance with Terms and Conditions or Agreement, the Client shall pay to QED GROUP contractual fine on late payment equivalent to 0.1% of the owed amount for each commenced day of the delay. This shall be without prejudice to the claim to payment of default interest pursuant to the applicable Czech legal regulations and the claim to compensation for damage. Any contractual fine or late payment interest shall be payable within thirty days of receipt of concerned payment request by QED GROUP.

6. CANCELLATION FEES, INCURRED EXPENSES

- 6.1.** If the Client cancels the ordered services, the cancellation fees shall be charged to the Client in addition to QED GROUP's claims arising from legal regulations and/or the Agreement, as following:
 - 6.1.1.** Cancellation in written delivered to QED GROUP at the latest 15 calendar days before the start of service provision: No cancellation fees will be charged.
 - 6.1.2.** Cancellation in written delivered to QED GROUP at the latest 4 calendar days before the start of service provision: Cancellation fee in amount of 30% of the agreed price of services will be charged.
 - 6.1.3.** Cancellation in written delivered to QED GROUP at the latest 1 calendar day before the start of service provision: Cancellation fee in amount of 30% of the agreed price of services will be charged.
 - 6.1.4.** Cancellation in written delivered to QED GROUP on the starting day of provision of service: Cancellation fee in amount of 100% of the agreed price of services will be charged.
- 6.2.** If the Client won't cancel the services at all and fails to attend, the full price shall be charged in addition to QED GROUP's claims arising from legal regulations and/or the Agreement.
- 6.3.** If the Client cancels the ordered services or fails to attend, all expenses (e. g. organizational and operational expenses, accommodation expenses, travel expenses) already incurred by QED GROUP will be charged to the Client in full amount.
- 6.4.** Should the Client be in default in paying of any payment under this article, the Client undertakes to pay a default interest to QED GROUP in the amount of 0.1% of the amount outstanding per commenced day of default. This shall be without prejudice to QED GROUP's claim to compensation for damage.

7. LIABILITY

- 7.1.** Unless stipulated otherwise by law, the Terms and Conditions or Agreement, QED GROUP is only liable for actual damage caused intentionally or due to gross negligence. QED GROUP is not liable for loss of profits.
- 7.2.** If no written Agreement exists, QED GROUP does not assume obligations other than those that are stated in the Terms and Conditions or that ensue from generally binding legal regulations.
- 7.3.** In the case of services provided through , postal services or some other entity that is not controlled by QED GROUP, QED GROUP is not liable for any damage arising as a consequence of misuse of the transmitted information, faulty procedures,

technical defects, system failures, illegal activities or any other shortcomings and mistakes arising on the part of these entities.

- 7.4.** QED GROUP is not liable for any damage caused by unlawful dealings of the Client or any third party.
- 7.5.** QED GROUP is not responsible for the consequences of the Client's decisions and actions, even if these were taken based upon the QED GROUP's opinion, unless otherwise established by legal regulation.
- 7.6.** The Client is obliged to provide QED GROUP with all documents and information necessary to provide ordered services in reasonable advance before the agreed commencement of performance.
 - 7.6.1.** Should the Client be in default with providing all documents and information necessary to provide ordered services, QED GROUP shall not be liable for any damage, delay, impossibility to provide the services or incomplete performance.
 - 7.6.2.** Should the Client be in default with providing all documents and information necessary to provide ordered services, QED GROUP shall be entitled to request, in addition to the reimbursement of the costs and compensation for the damage incurred, a penalty in the amount of the services price pursuant to the order.
- 7.7.** With regard to the specific character of the services, QED GROUP is not liable for any potential losses, damages, personal or professional negative impacts, lost business opportunities or employment or lost profits or earnings that might be considered as a direct or indirect consequence of the analyses or tests provided by QED GROUP or results thereof or for fulfilment or non-fulfilment of the recommendations made.

8. FORCE MAJEURE

- 8.1.** Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of QED GROUP.
- 8.2.** If force majeure events occur, QED GROUP's obligations to provide services shall be suspended and QED GROUP shall be entitled to withdraw from Agreement.
- 8.3.** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, QED GROUP shall give notice and full particulars in writing to the Client, of such occurrence and/or cause if QED GROUP is thereby rendered unable, wholly or in part, to perform its obligations.

9. WEBSITE INFORMATION

- 9.1.** All information contained in QED GROUP's Website is for general information purposes only. QED GROUP makes no representations or warranties of any kind, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance the Client places on such information is therefore strictly at his own risk.
- 9.2.** In no event will QED GROUP be liable for any loss or damage including without limitation, indirect or consequential loss or damage, arising out of, or in connection with, the use of QED GROUP'S Website.
- 9.3.** QED GROUP takes no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond QED GROUP's control.

10. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 10.1.** QED GROUP is entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which QED GROUP has developed.

- 10.2.** QED GROUP's trademarks, logos, contents of the Website, including in particular texts, pictures, graphic and other visual works, software, and any other protected rights, are the intellectual property of QED GROUP. The Client is not entitled to copy or use in any manner without prior written consent any part of QED GROUP's intellectual property.
- 10.3.** A reference to the Website and/or partial or full inclusion thereof into the websites of any third parties shall only be admissible under the prior written consent.
- 10.4.** The Client has no right to use any branding, trademark, name or symbol that is characteristic of or used by QED GROUP or otherwise characteristic of its activities without prior written consent.
- 10.5.** For the purposes of the Terms and Conditions, "Methods" shall mean:
 - 10.5.1.** Sociomapping analysis;
 - 10.5.2.** Q360;
 - 10.5.3.** 4Elements;
 - 10.5.4.** Employee Navigator;
 - 10.5.5.** Sociomapping;
 - 10.5.6.** other methods whose originator is QED GROUP or to which QED GROUP owns industrial property rights or any other intellectual property rights or exercises such rights on the basis of the agreement with the owner thereof.
- 10.6.** QED GROUP is the exclusive holder of:
 - 10.6.1.** industrial rights and copyrights concerning the Methods, printed, graphic, visualization, presentation and any other materials, depictions, final reports, whether in an electronic or data form, including all their parts and elements;
 - 10.6.2.** rights to determine and use the contents and elements, now and in the future included in the Methods;
 - 10.6.3.** right to all names and branding used in connection with the Methods, in particular the graphic and verbal names of the Methods and parts thereof, their logos, business names, trade names and trademarks (4 elements testing, 4 elements inventory, Sociomapa, Sociomapování, Four Elements, Sociomapping and Sociomap, QED GROUP);
 - 10.6.4.** rights to all inventions, algorithms and procedures used in the Methods;
 - 10.6.5.** right to determine, use and decide on the specific visualization and presentation of the Methods;
 - 10.6.6.** patterns and schemes for communication with clients used within the framework of the Methods;
 - 10.6.7.** rights to the system of providing licenses and certification, including the right to change them; and
 - 10.6.8.** all rights to computer programs (software) concerning the Methods.

11. PERSONAL DATA PROTECTION, CONFIDENTIALITY

- 11.1.** QED GROUP collects and processes personal data in the necessary extent for the due provision of all services in compliance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "**GDPR**") and Act No. 101/2000, Coll., on Personal Data Protection, as amended (hereinafter the "**Personal Data Protection Act**").
- 11.2.** QED GROUP hereby informs the Client of its rights arising from GDPR and the Personal Data Protection Act, in particular:
 - 11.2.1. The right to be informed** with clear and concise information about what QED GROUP does with Client's personal data.
 - 11.2.2. The right of access**, i.e. the right to obtain a copy of personal data as well as other supplementary information.
 - 11.2.3. The right to rectification**, i.e. the right to rectify the inaccurate personal data.
 - 11.2.4. The right to erasure** the personal data ('right to be forgotten').

11.2.5. The right to restrict processing, i.e. to limit the way that QED GROUP uses Client's data.

11.2.6. The right to data portability, i.e. the right to receive personal data in a structured, commonly used and machine readable format and to request transmission of this data directly to another controller.

11.2.7. The right to object to the processing of personal data at any time.

11.2.8. All rights in relation to automated decision making and profiling.

11.3. The Client agrees with sending newsletters and advertisement for the purposes of offering products and services, including sending information on organized events, products and other activities by all electronic means. The Client may withdraw this consent at any time.

11.4. Personal data of the participants collected or processed during trainings and seminars or contained in tests, analyses, etc. shall be provided in accordance with the conditions set forth by GDPR and the Personal Data Protection Act.

11.5. QED GROUP is entitled to provide data and information of participants to Client or any third person only under the consent of such participants.

11.6. The Client and QED GROUP shall ensure that all information they obtained or learned from the other party, and which is known to be, or should reasonably be known to be of a confidential nature, is kept private and confidential. The party receiving the confidential information shall use this information solely for the purpose for which it was provided. The Client and QED GROUP shall use their best effort to prevent the disclosure and the unauthorized reproduction or use of all confidential information, notwithstanding the termination or expiration of the term of the Agreement.

12. GOVERNING LAW AND JURISDICTION

12.1. Unless agreed otherwise in Agreement, the legal relationship between QED GROUP and the Client and any non-contractual relationships arising in connection therewith are governed by Czech law.

12.2. Any possible disputes shall be resolved by Czech courts.

13. FINAL PROVISIONS

13.1. In the case of a discrepancy between the Agreement and the Terms and Conditions, the wording contained in the Agreement shall prevail.

13.2. Unless the Agreement provides otherwise, the Terms and Conditions and the Agreement shall be binding in the Czech version.

13.3. If a provision of the Terms and Conditions or Agreement is found to be invalid, ineffective or unenforceable, this fact does not have any bearing on the validity, effect or enforceability of the other provisions of the Terms and Conditions or Agreement. In such a case the legal relations affected by or which were to be affected by such invalid, ineffective or unenforceable provisions of the Terms and Conditions or Agreement are governed by those provisions of the relevant legal regulations that most closely correspond to the intention of the parties arising from such invalid, ineffective or unenforceable provisions of the Terms and Conditions or Agreement.

13.4. The Terms and Conditions shall take effect as from the 1st of July 2020 (hereinafter the "**Effective date**") and shall apply on the contractual relationships established or amended as of the Effective date. The Terms and Conditions shall also apply on the contractual relationships established before the Effective date under the conditions set out in Article 2.3. of Terms and Conditions.