

SCHRIFT END-USER TERMS OF USE AND LICENSING TERMS

Last modified 01/12/2022

Effective Date: 01/12/2022

1 Introduction

Schrift is a service offering a document management system (“**DMS**”) that enables Users to create, upload, process, store, access, amend and download their files and other types of information either as a cloud solution or as a local storage solution. Schrift enables the efficient management of documents, tasks, and both internal and external company communications.

The Services offered under these Terms are provided by Ostrean IT Technologies s.r.o. with its registered seat at Kobrova 3331/1, 150 00, Prague, Czech Republic, ID No.: 07587643, registered with the Commercial Register kept by the Municipal Court in Prague, under file no. C 303494 (hereafter “**Ostrean**”, “**we**” or “**us**”).

The Schrift Terms of Use and Licensing Terms (the “**Terms**”) cover the use of and access to the Schrift DMS and the content within the Schrift DMS. Our Privacy Policy explains how Ostrean collects and uses personal data, while the Tariff Plan Particulars stipulate the particular terms, such as the scope and price of the ordered plans. The Privacy Policy, the Order Confirmation and the Tariff Plan Particulars are part of these Terms and together constitute the full contractual relationship between Ostrean and the User. Each Schrift User must comply with the rules specified in the Terms below. The User bears in mind and agrees that Ostrean does not allow the use of Schrift DMS by any User who does not agree to the Terms, and that when registering and initially using Schrift, the User unconditionally agrees to the Terms and agrees to comply with them.

2 Definitions

For the purposes of this Terms document, the capitalised terms below have the following meanings:

“**Account**” means the account of the User registered at the Schrift Website.

“**Agreement**” means the agreement entered into by the User with Ostrean for the provision of Services. The Agreement is concluded as a not-specifically-regulated agreement in accordance with Section 1746 par. 2 of the Civil Code. The Agreement consists of these Terms, the Order Confirmation, the Tariff Plan Particulars and the Privacy Policy.

“**Civil Code**” means Act no. 89/2012 Coll. of the Civil Code, as amended.

“**Ostrean**” has the meaning given in Article 1 Introduction of these Terms.

“**Content**” means the data, selected by the User, which the User has stored or intends to store on the Schrift Server.

“**Consumer**” has the meaning given by the Civil Code, i.e. a “natural person” who falls under the definition of a consumer and is given special consumer rights by the applicable consumer protection legislation.

“**Invoice**” means the invoice issued by Ostrean for the costs of the Services;

“**License**” has the meaning given in Article 9.2 of these Terms.

"Non-Consumer" means any customers who are not considered to be Consumers;

"Order" means an order placed by the User in accordance with these Terms;

"Order Confirmation" means the order confirmation issued by us indicating acceptance of the Order confirming the agreed Tariff Plan Particulars;

"Order Form" means the electronic order form on the Schrift Website;

"Privacy Policy" means the guidelines on the protection of personal data available on the Schrift Website found via the following [link](#)

"Schrift DMS" means the document management system enabling Users to create, upload, process, store, access, amend and download their files and other types of data either as a cloud solution or as a local storage solution provided by Ostrean under these Terms;

"Services" means the provision of the Schrift DMS and any other services listed on the Ostrean / Schrift Website which are to be supplied together with the Schrift DMS under these Terms;

"Schrift Website" means the website <https://schrift.ostrean.com>

"Server" means the virtual space provided by the Company on which the User may store and use Content.

"Terms" means these Schrift End-User Terms of Use and Licensing Terms for using the Schrift service, which are part of the Agreement.

"Tariff Plan" means the current offer of subscription plans for the Schrift DMS offered on the Schrift Website.

"Tariff Plan Particulars" means the specifications of the Tariff Plan agreed between the Parties as confirmed in the Order Confirmation.

"User" means the user of the Services.

"Vis Maior" means any event or circumstance, or a number of events or circumstances, which was or were beyond the reasonable control of Ostrean, and which Ostrean could not reasonably have prevented or avoided, such as strikes, lockouts, industrial action or labour disputes on a regional or national level, a blackout, earthquake, tempest, cyclone, hurricane or other exceptionally adverse weather or environmental conditions, chemical or radioactive contamination or ionising radiation, act of war, blockade, embargo, revolution, riot, bombs or civil commotion, terrorism or threat of such acts.

3 Subject of the Agreement and the Terms

3.1 Under the Agreement Schrift undertakes to provide the Services in the scope defined in the Agreement and the User undertakes to pay the agreed price for the selected Tariff plan under the terms and conditions set forth in the Agreement.

4 Account registration & contract formation

4.1 The Schrift DMS may only be used after registering an Account at the Ostrean / Schrift Website and through acceptance of these Terms.

- 4.2** To create an Account and to subsequently place an Order for any of the Tariff Plans, the User must be at least 18 years of age and must have a full legal capacity under the terms of the Civil Code.
- 4.3** In order to create an Account, the User must provide (i) a username (ii) an email address / login and (iii) a password for accessing the Account. The data entered during the registration may not be misleading in any way as to the true identity of the User. Following registration, Ostrean will send a confirmation email with a link taking the User to the registration confirmation website. Account registration is complete after the User confirms the Account registration through the link sent by email.
- 4.4** In their Account Users may create company profiles and then invite employees and other authorised individuals to enable access to the Content. For this purpose, the authorised individuals will be provided with a link in order to create their Accounts so as to gain access to the company's content. These authorised Users will also be required to create an Account as described in Section 4.3 of the Terms.
- 4.5** Before creating an Account, each User must read these Terms and explicitly confirm that they have read and agreed to these Terms by ticking the box: "I have read and agree to the Schrift End-User Terms of Use and Licensing Terms". These Terms will be further available for download in the User's Account on the Schrift Website.
- 4.6** By creating an Account and agreeing to these Terms, a binding contract is concluded between the User and Ostrean. If the User does not agree to and accept all of the Terms, they have no right to use the Services.
- 4.7** The Agreement is concluded at the moment of completion of the registration, simultaneously no later than by the first use the Schrift DMS. The Agreement is concluded for the period stipulated in the Tariff Plan Particulars or for an indefinite period and remains in effect as long as the User uses the Schrift DMS or as long as the User's Content remains in the Schrift DMS.

5 Placing Orders for Tariff Plans

- 5.1** After logging-into the Account, the User will be provided with access to the Schrift DMS corresponding to the free Tariff Plan as offered at the time on the Schrift Website.
- 5.2** The User may place an Order for a selected Tariff Plan through the Order Form on the Schrift Website after logging-into their Account. Orders for Tariff Plans may not be placed in any other way than through the Order Form after logging-into the Account on the Schrift Website.
- 5.3** By placing an order in the Account a binding order is created to purchase the selected Tariff Plan. An overview of Tariff Plans on the Ostrean / Schrift Website shall not be considered as an offer within the meaning of the Civil Code; Section 1732(2) of the Civil Code shall not apply.
- 5.4** After placing an order for the selected Tariff Plan, the User will be redirected to a payment page, where the cost of the selected Tariff Plan can be paid as further described in Section 6 of these Terms.
- 5.5** Ostrean will notify the User of its acceptance by issuing an Order Confirmation. The Order Confirmation will be sent to the User via email to the email address provided in the User's Account; the Order Confirmation can be further found and downloaded in the User's

Account. A binding contract for the purchase of the selected Tariff Plan is formed when the User receives the Order Confirmation from Ostrean.

- 5.6** Ostrean will provide the Services and access to the Schrift DMS after the User pays in full the agreed purchase price for the selected Tariff Plan with the exception of the limited free version of the Schrift DMS if currently offered on the Schrift Website. Ostrean will provide the User with the Services in the scope defined in the Tariff Plan Particulars indicated in the Order Confirmation. The Services will be provided by giving the User access to the Schrift DMS and enabling the User to use the Schrift DMS in the scope defined in the Tariff Plan Particulars.

6 Prices & Payments for Tariff Plans

- 6.1** The current prices for the Tariff Plans are indicated on the Schrift Website. The price for the selected Tariff Plan considering the scope of the license ordered by the User will be confirmed in the Tariff Plan Particulars, which will be provided to the User together with the Order Confirmation.
- 6.2** VAT is payable by the User at the applicable rate as indicated on the Invoice.
- 6.3** Internet connection costs are borne by each User according to the rates of the particular provider.
- 6.4** The User may pay an Invoice by selecting any of the payment methods offered upon the placement an Order. Ostrean accepts the following methods of payment: payment by credit / debit card, bank transfer or other online payment services.
- 6.5** If the User is paying by credit / debit card or via other online payment services, the User will be redirected to a third-party payment website, where the User will be asked to provide the necessary payment details and make the payment.
- 6.6** If the User is paying by bank transfer, the payment details will be included in the Invoice. The Tariff Plan will be provided once the payment has been cleared, unless Ostrean decides at its sole discretion to provide access earlier. If Ostrean does not receive payment in cleared funds within 30 days following the date of the Order, then the Order will be cancelled.
- 6.7** After Ostrean obtains the payment, Ostrean will send the User a payment confirmation to the email address registered in the User's Account.
- 6.8** The Order Confirmation, the Invoice and payment information can be also found in the User's Account on the Schrift Website.

7 Consumers only: Statutory consumer rights and information prior to contract formation

- 7.1** This Section is applicable only to customers who are considered to be Consumers.
- 7.2** Prior to entering into the Agreement, the information to be provided to Consumers prior to contract formation are included (i) on the Schrift Website before registering an Account or placing an Order; and (ii) in these Terms.
- 7.3** **Exception from the statutory right to withdrawal**

- 7.3.1 The Services provided by Ostrean under the Agreement are considered as digital content within the meaning of the Civil Code.
- 7.3.2 When registering the Account or placing an Order for any Tariff Plan, the User will be specifically asked to confirm that the User agrees to be provided with access to the Schrift DMS and related Services prior to expiration of the statutory withdrawal period and to forfeit the statutory right to withdrawal.
- 7.3.3 If the User decides to give express consent and acknowledgment when registering an Account or purchasing any Tariff Plan via which Ostrean will provide access to Schrift DMS and any related Services prior to expiration of the statutory withdrawal period, the User expressly agrees and acknowledges that he/she will irrevocably forfeit the statutory right of withdrawal and thus may not subsequently reconsider with respect to purchasing access to Schrift DMS and related Services or request a refund within any applicable cooling-off period.

8 Using Schrift DMS

- 8.1 When using the Schrift DMS, the User acknowledges and agrees that:
 - 8.1.1 the Schrift DMS and related Services may only be used in strict compliance with these Terms and the laws of the Czech Republic and of the European Union;
 - 8.1.2 at the moment of Account registration, the User consents to these Terms and declares that they have duly read and understood them and unconditionally agree to them;
 - 8.1.3 the User shall not use the Schrift DMS or act in a way which might disrupt or damage the operation of the Schrift DMS, violate the rights of third parties, or be in any way unethical;
 - 8.1.4 the User shall not store any Content through the Schrift DMS that violates the rights of third parties including any intellectual property rights; and
 - 8.1.5 the User shall not store any Content through the Schrift DMS which promotes or contains racist, nationalist, religious or other forms of hatred, violence or discrimination, or other unlawful activity, as well as prohibited pornography and other Content prohibited by law.
- 8.2 The User is the only subject authorised to dispose of the Content uploaded on the Server or otherwise created in the Schrift DMS. As part of this disposition, the User may entrust Ostrean through commands given in the Schrift DMS to perform certain actions or use any Services.
- 8.3 Ostrean is not entitled at our own discretion to dispose of Content, except for the following:
 - 8.3.1 Ostrean may delete Content if it is notified or otherwise discovers that the Content or disposition of it is in violation of the Terms or legal regulations;
 - 8.3.2 Ostrean may delete Content after termination of the Agreement in accordance with Section 13.5 of these Terms.
- 8.4 Ostrean is not liable for any User conduct associated with the use of the Schrift DMS, and in particular Ostrean is not liable for any Content which is stored and shared by the User.

- 8.5** Unless stated otherwise in these Terms, Ostrean will not conduct any monitoring of the Content and is not liable for such Content. Ostrean does not control or monitor the activities pursued by the User in the Schrift DMS.

9 Intellectual property and license

- 9.1** The Schrift DMS is subject to Ostrean's intellectual property rights.
- 9.2** By concluding this Agreement, Ostrean grants the User a non-exclusive license to use the Schrift DMS for the purposes set forth by the Agreement to the following extent (the "License"):
- 9.2.1** Scope of the license: The User is entitled to use the Schrift DMS. The User is not entitled to modify the Schrift DMS or its source code in any way or to update the Schrift DMS or its source code in any way.
- 9.2.2** The License is limited to the time period set forth in the Tariff Plan Particulars.
- 9.2.3** The User shall be entitled to use the License to the extent and under the conditions set forth herein for the fee stipulated in the Tariff Plan Particulars.
- 9.2.4** The User is not entitled to provide a sub-license to a third party without Ostrean's explicit prior written consent.

10 Statutory liability of defects & Guarantee

- 10.1** The User acknowledges that Ostrean shall not be held liable for (i) any delay in carrying out the Services caused by the User or any third party acting on behalf of the User; (ii) a User's (or third party if acting under the User's control) non-compliance with the Terms or other instructions; (iii) a User's non-compliance with the technical and functional documentation; (iv) changes in the external systems and/or in the User environment, such as but not limited to testing, development and production environments; (v) the quality of the activities provided by the User's employees; and (vi) any delay in carrying out the Services caused by a Vis Maior event.
- 10.2** Ostrean bears no liability in regard to all the operations to be undertaken by the User. In particular, it shall not be liable for any improper operations, changes in the external system, and/or for any configuration activities executed or carried out by the User and/or third party, which is directly associated with the User.

11 Limitation of liability

- 11.1** Ostrean's maximum aggregate liability under the Agreement whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed the amount payable by the User to Ostrean in respect of the Services in question. The parties agree that the limited liability for damages arising out of any breach of the Agreement is appropriate to the circumstances of the subject matter of the Agreement and business relations. The limitation of the extent of compensation for damages represents a foreseeable and reasonable rate of compensation for damages which on the date of the entering into the Agreement the parties anticipated as the possible consequence of the breach of obligations arising out of the Agreement and which could be anticipated in connection with the given facts and objectives of the Agreement. Nothing in the Agreement shall limit or

exclude Ostrean's liability caused by gross negligence or any liability which cannot be excluded by law.

- 11.2** Clauses in this section do not affect any statutory rights afforded to consumers, nor the rights set out in Section 7 of these Terms.

12 Processing of personal data

- 12.1** Information on how Ostrean collects and uses personal data can be found in the Privacy Policy under the following [link](#).

13 Duration of this Agreement & Termination

- 13.1** The Agreement is concluded for (i) the duration of the selected Tariff Plan or (ii) for an indefinite period of time in the event that no particular duration is specified in the Tariff Plan Particulars or in the event that no particular Tariff Plan is ordered.

- 13.2** Ostrean may terminate the Agreement at any time, if so specified by these Terms, or if required by law.

- 13.3 Termination of the Agreement for a definite period of time prior to the Tariff Plan's expiration.** None of the parties may terminate the Agreement prior to the expiration of the selected Tariff Plan, except for the extraordinary termination grounds described in Section 13.5 of these Terms.

- 13.4 Termination of the Agreement for an indefinite period of time.** If the Agreement is concluded for an indefinite period of time in accordance with Section 13.1 of these Terms, both Ostrean and the User may terminate the Agreement as follows:

13.4.1 Ostrean may terminate the Agreement at any time without specifying a reason with a six-month notice period delivered to the User via email and via an Account notification.

13.4.2 The User may terminate the Agreement at any time without specifying a reason with a six-month notice period through the termination option in the Account.

13.4.3 The Agreement will be terminated as of the last day of the month after the six-month notice period has elapsed.

- 13.5 Extraordinary termination of the Agreement.** The Agreement may be terminated by the entitled party with immediate effect after delivery of a termination notice in the following instances:

13.5.1 Ostrean may terminate the Agreement if the User is in arrears with any payment due under the Agreement.

13.5.2 Ostrean may terminate the Agreement if the User or their use of the Services in any way violates the Agreement or these Terms or any applicable laws.

13.5.3 The User may terminate the Agreement prior to expiration of the selected Tariff Plan only if the Services are unavailable for more than 24 hours.

- 13.6 Deletion of Content.** In the event of termination of this Agreement, whether by the User or by Ostrean, Ostrean may delete all the stored (uploaded or created) Content in the Schrift DMS one month after the termination of this Agreement.

14 Modification of these Terms

- 14.1** Ostrean reserves the right to amend and supplement any or part of these Terms. This provision is without prejudice to the rights and obligations that have already arisen during the effective period of the previous version of the Terms.
- 14.2** In the event of any modification or update of these Terms, Ostrean will notify the User via email at least four weeks in advance before any such modification becomes effective to the email address indicated in the User's Account. An up-to-date version of these Terms can be also found on the Schrift Website.
- 14.3** In the event of any modification of these Terms, except for any modification merely reflecting changes in applicable legislation, the User has the right to reject the planned changes to these Terms and to terminate the Agreement without stating any reason in accordance with Section 13 of these Terms. In such a case, the User will be repaid the appropriate portion of fees according to the Tariff Plan through the same payment method as used for the payment.

15 Applicable laws & Jurisdiction

- 15.1 Applicable laws.** The Agreement and any dispute or claim arising thereof or in connection with it shall be governed by and construed in accordance with the laws of the Czech Republic.
- 15.2 Dispute resolution.** Should any dispute arise in connection with the Agreement, with these Terms, or with the provision of the Services described herein, the parties will attempt to settle any such dispute amicably without pursuing legal action.
- 15.3 Jurisdiction.** The courts of the Czech Republic shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement, these Terms, or the provision of the Services described therein.
- 15.4 Consumers only:**
- 15.4.1** If the User is a Consumer residing in the European Union, the User may refer any dispute to the European Online Dispute Resolution platform at <http://ec.europa.eu/odr>.
- 15.4.2** The ODR platform is a web-based platform which is designed to help consumers who have bought goods or services online. It provides access to independent alternative dispute resolution services which are usually free-to-use.
- 15.4.3** If the User is a consumer residing in the European Union, the User can submit a complaint by completing an electronic complaint form available at <http://ec.europa.eu/odr>. Ostrean's contact email address, which should be included as part of an ODR submission, is mail@ostrean.com. Please note that this email address is only intended for use with the ODR process and not for general questions/information.

16 Notifications and communication

- 16.1** The User consents to any communication sent by Ostrean or any notifications anticipated under the Agreement or these Terms being sent to the User via email to the email address provided in the User's Account.

- 16.2** Any notifications sent to Ostrean in accordance with these Terms are to be sent to Ostrean using the following email address: mail@ostrean.com.
- 16.3** In case of any questions regarding the Schrift DMS, these Terms, or any of the Tariff Plans, Ostrean can be reached through the Contact Form on the Schrift Website or by using Email: mail@ostrean.com.

17 Final provisions

- 17.1 Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Agreement's subject matter.
- 17.2 Terms and Conditions.** These Terms comprise an inseparable part of the Agreement between the User and Ostrean. These Terms can be found on the Schrift Website via the following [link](#). These Terms can be further downloaded from the User's Account.
- 17.3 Severance clause.** If any provision or part-provision of the Agreement or of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such a modification is not possible, the relevant provision or part-provision shall be deemed deleted without affecting the remainder of the Agreement.
- 17.4 Discrepancies in the Agreement.** In the event of any conflict or discrepancies between these Terms and the Tariff Plan Particulars set out above, the Tariff Plan Particulars shall prevail.