

TERMS AND CONDITIONS
Palatinum Campus s.r.o.

Valid from 1.12.2023

Please read these Terms and Conditions (hereinafter referred to as “**Terms**”) carefully before registering with the [•] community, as they affect your obligations and legal rights related to use of the services (hereinafter referred to as “**Services**”) provided through the [•] Website (hereinafter referred to as “**Platform**”).

I. GENERAL PROVISIONS

Service provider

The Services are provided by Palatinum Campus s.r.o. (hereinafter referred to as “**Company**”).

Useful contacts:

e-mail: info@palatinumplus.cz

tel.: 724 116 724

About Services

[•]

Your commitments to Us

We aim to make Platform broadly available to all like-minded humans. To make the community feel safe and sound, there are certain rules which need to be followed by anyone using our Services. Although we fully support the creative freedom, we cannot allow to use our Services at the expenses of well-being of others and - especially - if we are bound to prevent unwanted behaviour by applicable laws.

II. BINDINGNESS OF THE TERMS AND CONDITIONS

- 2.1. If you are on Platform without registering, we assume that you have read the terms and conditions and will abide by them. Otherwise, we may disable your use of our services.
- 2.2. By registering on Platform, you enter into a contractual relationship with us that is governed by law and these Terms and Conditions. If we agree individual rules with you, they take precedence over these terms and conditions.

III. REGISTRATION AND USE

- 3.1. Please acknowledge that our Services are designed for those that are at least **15 years old**. If you are below this age, you are not entitled to use the Platform.
- 3.2. You can register via our website. But please remember that there is no legal right to registration and we reserve the right to refuse an application for registration, for example, for failure to meet the conditions for use of our services.

- 3.3. The registration is linked to you as a person, so you cannot transfer, sell or otherwise make it available for use by anyone else. All information provided by you in connection with registration and use of our Services are considered to be true and accurate by us and may be relied upon as such.
- 3.4. By registering you give us your consent to process your personal data, this consent is necessary, without it we cannot provide you with our services. See more information about the processing of personal data at Privacy policy.
- 3.5. Always remember that you are responsible for everything that happens within your account. For this reason, we recommend that you secure your user account with a strong password and do your best to protect your account from unauthorized logins. This is because we will primarily attribute any actions from your account to you.
- 3.6. We can connect you with some third-party products. It's always up to you whether you want to take advantage of the linking options. If you do, we assume you consent to the transfer of your data to these third parties. How the third party handles your personal data is outside of our sphere of influence, please check their terms and conditions for personal data processing.
- 3.7. If you are a user and choose to support your favourite creators, you can do so in several ways - you choose the type, frequency and amount of your contribution to your creator.
- 3.8. If you choose to subscribe to certain content to support a creator, a month is a period of 30 days, not a calendar month. You can set up recurring contributions (payments) to your creators. You can cancel recurring payments at any time on the creator's profile.

IV. RESPONSIBILITIES

- 4.1. All responsibility for activity on your account goes to you. In particular, you are responsible for ensuring that no unlawful activity occurs under your account; activity that is in violation of these Terms, good morals, or activity that is in violation in any way.
- 4.2. We prohibit any conduct that would unlawfully harm other users, any third party, or our technical infrastructure. If we become aware of any prohibited conduct, we may take appropriate action against you for our protection (including suspension, limitation or termination of your account) and/or the protection of third parties, including legal action.
- 4.3. As creators, you are also responsible for providing the services you have committed to.
- 4.4. By supporting the creator, you do not acquire any copyright rights in their work - you cannot use it in the copyright sense (unless the creator explicitly allows you to do so). Such behaviour would violate copyright and personality rights.
- 4.5. The Creator is fully responsible for any sale, delivery, provision of goods or services or any other obligations to users offered through the Platform.

V. ACCOUNT TERMINATION

By your decision

- 5.1. You can cancel your account at any time by contacting us at [•] or cancel your account in the user interface via section “Settings” → “Delete Account”. The visibility of your account and content associated with that account, shall be terminated by the Company within 48 hours from the request.
- 5.2. If you are a creator, please keep in mind your commitment to your users.

By our decision

- 5.3. We may suspend access to your account, restrict its functionality or cancel it outright (we will decide depending on the severity of the situation), in particular if:
 - 5.3.1. in any way you breach these terms or its values in any way;
 - 5.3.2. allow an unauthorized person to use Platform or content that has been made available to you as a user by the creator;
 - 5.3.3. you will not be eligible enough to register on Platform;
 - 5.3.4. you will share information that could damage the good name or reputation of Platform;
 - 5.3.5. you will spread spam;
 - 5.3.6. you will publish content that could in any way harm a third party (both natural and legal);
 - 5.3.7. you will upload content that you are not authorized to upload to Platform (especially for copyright, privacy, unfair competition, etc.);
 - 5.3.8. you will publish a false statement about a third party that is likely to damage their reputation, goodwill or reputation, or cause them distress in any other personal respect;
 - 5.3.9. you will publish content that violates a third party's statutory duty of confidentiality or trade secrets;
 - 5.3.10. you will post content that limits the functionality of Platform in any way;
 - 5.3.11. you will abuse the rights you have or are granted by our service in a bullying manner;
 - 5.3.12. you will violate legal provisions or good morals in any other way.
- 5.4. We will notify you of the breach and any cancellation (or suspension or restriction). We can assess how serious your breach is and what action we will take based on it. We may give you time to remedy the breach or, in the case of more serious breaches, cancel your account outright without refund.
- 5.5. In the event that your account is cancelled, for whatever reason, whether you are the creator or not, you are fully responsible for any outstanding liabilities.
- 5.6. In the event that a creator's account is terminated, we reserve the right to return any unpaid support from users, less costs and Platform commission, back to the users who submitted the

support, on a pro-rata basis. In this case, Company is not responsible for the services and content that the creator has promised to provide to users.

- 5.7. If we suspect that you are acting unlawfully, we may notify the relevant authorities.
- 5.8. Services may also be terminated by us without cause. If you are registered, we will let you know and we will terminate the services with 15 days notice unless we specify a different date.

VI. FOR THE CREATORS

Content you are allowed and prohibited to share

- 6.1. You may only publish content that you have created - you have copyright in it, or content from third parties from whom you have their permission to do so. You may also publish someone else's copyrighted content if such publication falls within the exceptions to copyright (e.g., quotation, news license), but it is always up to you to verify that the publication actually falls within these exceptions. The responsibility for legal content always rests entirely with you.
- 6.2. By accepting these Terms, you agree to avoid publishing:
 - sexual content;
 - violent or repulsive content;
 - harassment;
 - harmful or dangerous acts;
 - misleading information;
 - spam;
 - unauthorized business;
 - hateful or abusive content;
 - support and promotion of movements aimed at suppression of human rights and freedoms;
 - money laundering;
 - terrorist activity;
 - content that could in any way harm a third party;
 - content that you are not authorised to upload to the Platform (in particular for copyright, data protection, unfair competition, disclosure to unauthorised persons/public, etc.);
 - a false statement about a third party which is likely to endanger his or her esteem, reputation or reputation or cause him or her disturbance in another personal respect;
 - content that violates a statutory duty of confidentiality or a third party's trade secret;
 - content that limits the functionality of the Platform in any way;
 - organise public collections.
- 6.3. In particular, you may not advertise tobacco and tobacco products, electronic cigarettes, gambling, weapons, pharmaceuticals or medical devices on our network.

- 6.4. The publication of erotic content is generally not prohibited, but we prohibit the publication of erotic content outside of the designated category. We also prohibit the publication of any pornographic material, content depicting a person under the age of 15 (or appearing to be under the age of 15) with erotic or sexual context or subtext, any depiction of a sexual intercourse or any other similar content that could be considered illegal, inappropriate or against good morals.
- 6.5. We are well aware of the fact that in many cases - especially in verbal expressions in the online environment - it is often difficult to distinguish when a permissible boundary has been crossed. Those lines also differ from culture to culture. We reserve the right to remove language that incites or approves threatening or calling for violence or remove any otherwise inappropriate content. But please be aware that the Company does not proactively review content independently.
- 6.6. If you see objectionable content on the Platform, please report it to us by emailing [•]. We will assess the situation and if we find that it is indeed objectionable content, we will take appropriate action (for example, we will make the content inaccessible and notify the person who uploaded the content). We may also take up the situation with law enforcement or other authorities.
- 6.7. In the event that inappropriate content is reported or content that is illegal, against good manners, against our terms and conditions, we reserve the right to assess and block such content if necessary. We will inform the user who uploaded the content of this fact.
- 6.8. We reserve the right to label published content as disinformation. We will inform the creators of such a fact. You have the right to defend yourself against such a label, but you must provide us with sufficient documentation to evaluate the situation. We reserve the right to decide for ourselves on the sufficiency of the evidence and the conclusions to be drawn from it.
- 6.9. We consider the apparent misuse of the reporting system as a violation of these conditions.

How can Platform handle your content?

- 6.10. If you upload your content to the Platform, you grant us a non-exclusive, perpetual, royalty-free, territorial license to it. We are free to use, exploit, reproduce, distribute, publish, and create derivative works from your work. However, we will do all of this only for the purpose of promoting your content and Platform.
- 6.11. We back up your content regularly, but we recommend that you back up all your data to your own storage. We are not responsible for any damage or loss of data.

Under what conditions do we pay the creator his earnings?

- 6.12. Company deducts (unilaterally counts) its reward for using the Platform once a month from the contributions sent by your supporters - the current amount of Company reward can be found in the price list.
- 6.13. Always keep us up-to-date with your account information to which we should send donations received.

- 6.14. Remember that this is income and must be taxed in accordance with the law. You are fully responsible for complying with all the legislation regarding this income. You, as the creator, are again responsible for issuing invoices and fulfilling all tax obligations.
- 6.15. Contributions to creators are paid per closed calendar month, retroactively and only to a **Czech** account. We will send you the tax document electronically to your email address on your account.
- 6.16. The standard payout period is within 60 days of the end of the month. However, this period may be extended, and we will inform the creator by email of any extension and estimated payout date.
- 6.17. We may review and, where appropriate, withhold contributions from users, both from the user to us and from us to the creator, particularly for suspected violations of law. In such a case, we will deal with the situation promptly and inform you as far as legally possible.
- 6.18. Remember that you are responsible to your users for the content, promises, commitments and personal data you publish. If a user chooses to endorse you and gives you access to their personal data, you are their controller (you will see their name and email). Read more about our privacy policy on this.

VII. COPYRIGHT AND PLATFORM PROTECTION

- 7.1. The platform as a whole and all its parts are protected by copyright. No part may be freely used without our permission.
- 7.2. In order to use the Platform, we grant you a non-exclusive license to do so. We do not restrict your use territorially, but we do restrict it temporally - only for as long as you are actively using the service. You may not assign the license to third parties or grant sublicenses. We prohibit you from reproducing, distributing or in any other way communicating our content to third parties, as well as from modifying, altering, supplementing, combining with other content or creating derivative works based on it. We provide the license free of charge.
- 7.3. The only way you may continue to use our copyrighted content (e.g. logo, text on our site) is for the purpose of promoting Platform or your work on Platform. When using the Platform, the technical means of its protection must not be circumvented.
- 7.4. You may not use the Platform for purposes other than those we have set out (i.e. for the presentation of your work and any promotion of your work), in particular not for illegal or competitive purposes. If you use the Platform to gain a competitive advantage (for example, to take advantage of the unique principles on which the Platform is built), you will be violating our copyright and these Terms, and may also be engaging in unfair competition.
- 7.5. Unless we instruct you to do so in writing, you may not access the Platform using any automated tools (e.g., bots, software or other similar tools designed for this purpose). You are also prohibited from interfering in any way with the normal operation of Platform, including any attacks, changes to TCP/IP protocols, or intentional transmissions of excessive amounts of data

that may place an undue burden on our infrastructure. Spreading any viruses or engaging in any other illegal activity is prohibited.

VIII. COMPENSATION FOR DAMAGES

- 8.1. Should a situation arise where a third party makes a claim against us for your breach of duty, you undertake to reimburse us in full for damages, including non-pecuniary damages and costs incurred by us in dealing with the situation.
- 8.2. It may happen that due to software maintenance or online outages caused by technical difficulties the Platform will be temporarily unavailable. However, such cases will be exceptional and the Company will not reimburse any (counter)compensation for such outages. We will always do our best to ensure 100% functionality and availability of the Platform.
- 8.3. We will not be liable for consequential, incidental or special damages arising from the use of or inability to use the Platform Services, including lost profits, business interruption or loss of data.
- 8.4. We are not responsible for any defects in the interconnection of the Platform with third party software.

IX. CONSUMER RIGHTS

- 9.1. If the user is a consumer according to Act No. 89/2012 Coll., the Civil Code, as amended, any disputes between the Company and the user may also be settled through an out-of-court procedure. In such case, the user contacts out-of-court dispute resolution entity (the Czech Trade Inspection Authority, address Štěpánská 15, 120 00 Praha 2, email: adr@coi.cz, web: adr.coi.cz), or resolves the dispute online through the dedicated online dispute resolution (ODR) platform. However, the Company and the user have agreed upon resolving any disputes arising from the Agreement between them in an amicable way.
- 9.2. In the case of the provision of our Services, you cannot exercise your right of withdrawal if you agree to the delivery of the service and digital content before the expiry of the withdrawal period. By entering into these terms and conditions, you agree that the service will be activated, made available and therefore delivered to you immediately upon registration, before the expiry of 14 days. However, by doing so, you also lose the option to withdraw from the contract.
- 9.3. The platform is an application as a service and if you consider that it has a defect (in terms of scope or quality it does not correspond to the agreed terms), you can complain about it. If the defect is fixable, you can either ask for a repair, a replenishment or a discount. If the defect cannot be rectified and our services cannot be used, you can withdraw from the contract or ask for a discount.
- 9.4. The reason for a complaint cannot be that the service does not meet your subjective expectations.
- 9.5. To make a complaint, please contact our contact details and state the following: what you want to complain about and why, your contact details and how you wish to resolve the complaint.

When you make a claim, you will receive a confirmation from us stating when the claim was made, what the content of the claim is and what method of handling the claim you require.

- 9.6. We will evaluate the complaint without delay, within 30 calendar days at the latest. We will provide you with a confirmation of the date and method of handling the claim, the possible repair, the duration of the claim, or we will give reasons why we reject the claim. If we do not resolve the complaint within 30 days, you have the right to withdraw from the contract.

X. TRANSITIONAL AND FINAL PROVISIONS

Governing law

- 10.1. The relationship between the user and the Company shall be governed by the laws of the [•] with no regard to conflict of law rules or principles that could cause the application of the laws of any other jurisdiction.

Dispute resolution

- 10.2. Any disputes arising out of or relating to these Terms or any other agreement entered into between the Company and the user shall be tried and resolved by the courts of the [•].

Terms amendments

- 10.3. The Company amends these Terms, as aforementioned, from time to time. The user is always notified of such change in advance by e-mail connected to their account. If the user is dissatisfied with updated version of these Terms, they are entitled to express their disagreement by terminating their account
- 10.4. If the user refuses to accept the amendment to the Terms, they are obliged to refrain from further use of the Services provided by the Company. Furthermore, the Company reserves the right to remove or block the account of a user who refuses to accept the new updated version of the Terms.
- 10.5. If the user does not exercise the right to terminate the obligation with the Company by terminating their account within ten (10) days of being notified of the amendment to the Terms, their consent to the newly updated version of the Terms is presumed.
- 10.6. These Terms do not provide any rights for the benefit of a third party. If any provisions of these Terms are held to be invalid, unenforceable or illegal, the remaining provisions of these Terms will remain in full force and effect.