

Engu – Terms and Conditions

1. Introductory provisions

- 1.1. These Terms and Conditions define the mutual rights and obligations between **you**, as the Customer, and **us**, BOHEMIA INTERACTIVE a.s., with its registered office at Stříbrná Lhota 747, 252 10 Mníšek pod Brdy, Company ID No.: 27218864, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 9791 (hereinafter referred to as the "**Provider**"), as the Provider of the **Engu** product (hereinafter referred to as the "**Application**") and services that may be provided in conjunction with this Application, consisting in particular of a set of functions, content and activities of the Provider, which extends the capabilities of the Application for educational purposes (hereinafter referred to as the "**Service**"). The specific content of the Service is specified in more detail in the Price List and on the Engu Website, or agreed individually with the Customer. Further contact details of the Provider (email address, telephone number) are listed on the Engu Website, in the Contacts section.
- 1.2. At the moment the Customer completes and sends the Order to the Provider, these Terms and Conditions become binding for the Customer.
- 1.3. The Service is provided to the Customer under the terms and conditions set out in these Terms and Conditions. However, if the Customer has entered into a special agreement with the Provider for the provision of the Service or any part thereof, this special agreement shall take precedence over these Terms and Conditions to the extent that it does not exclude the application of the Terms and Conditions.
- 1.4. The Provider expressly declares that the name of the Application "Engu" may change in the future or be replaced by another name. However, this fact does not affect the scope or content of the rights and obligations arising from these Terms and Conditions.

2. Definitions

- 2.1. "**Application**" means the Engu educational application.
- 2.2. "**Price List**" means the valid price list published on the Engu Website.
- 2.3. "**Application Licence Terms**" have the meaning given in paragraph Error: Reference source not found of these Terms and Conditions.
- 2.4. "**Period**" means the duration of a specific Subscription.
- 2.5. "**Order**" means a binding order for Services made in accordance with Article Activation of the Customer Account and Subscription of these Terms and Conditions below.
- 2.6. "**Plan**" means a Subscription option and has the meaning specified in Section Error: Reference source not found of these Terms and Conditions.
- 2.7. "**Terms and Conditions**" mean these terms and conditions.
- 2.8. "**Provider**" has the meaning specified in Section Error: Reference source not found of these Terms and Conditions.
- 2.9. "**Subscription**" means time-limited access to the Service to the extent specified in the Plan.

- 2.10. **"Service"** has the meaning specified in Section Error: Reference source not found of these Terms and Conditions.
- 2.11. **"Agreement"** means the agreement for the provision of the Service concluded between the Provider and the Customer in the manner and under the conditions set out in these Terms and Conditions.
- 2.12. **"Technical Requirements"** mean the hardware, software and network connection requirements for the user's end devices published on the Engu Website.
- 2.13. **"Customer Account"** means the Customer's administrator user account used to log into the Application.
- 2.14. **"User Content"** means any specific output created when using the Service.
- 2.15. **"Engu Website"** means the Provider's official website at <https://engu.cz/>
- 2.16. **"Customer"** means you, as a natural or legal person.

3. **Access to the Service**

- 3.1. Unless otherwise specified by the nature of the performance, the Service may only be used through the Engu educational application (hereinafter referred to as the **"Application"**). The terms and conditions of use of the Application by end users are governed by the Engu Application licence terms, which are available on the Engu Website (hereinafter referred to as the **"Application Licence Terms"**).
- 3.2. The Application installation file can be downloaded from the Engu Website or other sources where the Application is officially available and can then be installed on the device. For the Application and Service to function properly, the device must meet the minimum Technical Requirements, which the Customer has familiarised themselves with before submitting the Order.
- 3.3. Once the installation of the Application is complete, it is possible, subject to the relevant conditions, to: a) use the Application independently, or b) use the Application in conjunction with the Service, subject to the conditions set out in these Terms and Conditions.

4. **Activation of the Customer Account and Subscription**

- 4.1. The Service may only be provided to the Customer if they have a Customer Account set up and activated. The Customer Account may only be activated by the Provider on the basis of a completed Order, which must be in writing and made by electronic means via the relevant form on the Engu Website or by other means agreed upon by the Parties.
- 4.2. For the purposes of creating a Customer Account, it is necessary to provide true information about the Customer in the Order, including at least: name or business name, permanent residence address or registered office, date of birth or company ID number, and contact details of the person responsible for the Order (email address, telephone number). The Customer's contact person may be contacted by the Provider's representatives for the purpose of completing the Order.
- 4.3. The Agreement is concluded as of the moment of sending confirmation of acceptance of the Order by the Provider to the Customer's email address specified in the Order or by written confirmation of the Provider's offer.

- 4.4. Together with the confirmation of acceptance of the Order, the Provider shall send the Customer an advance invoice. The advance invoice must include, in particular, the identification details of the Provider and the Customer, the Subscription Plan, the start and end dates of the relevant Period, payment information, and the amount and due date of the price. No later than 3 working days after payment of the advance invoice, the Provider shall send the Customer access data to the Customer Account by email. On the day the access data is sent to the Customer, the Subscription, including the Customer Account, is activated for the Customer and the relevant Period begins. The Provider may provide the Customer with access details to the Customer Account even before the advance invoice is paid.
- 4.5. Based on the advance invoice and confirmation of receipt of the Order, the Customer shall pay the Provider the relevant price in the amount stated on the advance invoice. The date of payment shall be the date on which the amount is credited to the Provider's bank account. After payment, the Provider shall send the Customer an invoice – tax document.
- 4.6. If the Customer fails to pay the relevant price according to the advance invoice properly and by the due date, the Provider may cease to provide or make the Service or part thereof available to the Customer, in particular the Customer's Account, if it was made available to the Customer before payment of the advance invoice.
- 4.7. The Provider may make the Service available to the Customer or activate the Subscription under conditions other than those set out in this Article. Error: Reference source not found. In particular, the Service may be made available for a limited trial period or to a limited extent.

5. Subscription

- 5.1. Subscriptions are available in multiple Plans. Subscription Plans differ in the scope of the Service provided, i.e. the maximum number of users who can use the Service and, where applicable, the length of the relevant Period. By ordering a Subscription, the Customer confirms that they have familiarised themselves with the information about the features and differences between the individual Subscription Plans; this information is always available in the Price List. The Subscription Plan and the scope of the licence are always specified in the Order.
- 5.2. Each Subscription is limited in time to the relevant Period. The length of a specific Period is always specified in the Order. The Subscription is not automatically renewed unless the Parties agree otherwise in writing.

6. Terms of Use of the Service

- 6.1. The Customer undertakes to use the Service in accordance with these Terms and Conditions and only for its purposes, i.e. for teaching and education.
- 6.2. If the Customer has an active Subscription, they may make the Service available to a limited number of end users for use, in accordance with the scope of the licence under their Plan. An end user is a specific unique user who may use the Service in accordance with the Plan. The Customer is responsible for ensuring that the number of end users within a specific Plan is not exceeded. Each end user within this number may use the Service if they log in to the Application interface with their unique access credentials. These access credentials are non-transferable and are for the use of that specific end

user only and may not be disclosed to third parties. No user other than the one for whom the unique access credentials are intended may log in to the Service using these access credentials. Within school classes, students may access the Service via the Application by entering a code generated by the Customer for the class in question. For the avoidance of doubt, one code is intended for one school class and the Service may not be used in more school classes than permitted by the relevant Plan.

- 6.3. The Customer undertakes to ensure that anyone to whom they knowingly or unknowingly make the Service or Application available complies with these Terms and Conditions and the Application Licence Terms, including all applicable restrictions.
- 6.4. It is prohibited to:
 - 6.4.1. use the Service or any part thereof for purposes other than teaching or educational purposes without our prior consent;
 - 6.4.2. use the Service for commercial purposes;
 - 6.4.3. transfer your rights to the Service or any part thereof to a third party, even in part, unless these Terms provide otherwise;
 - 6.4.4. use the Service in violation of these Terms and Conditions;
 - 6.4.5. share or make the Service available to third parties outside the scope of the applicable Plan;
 - 6.4.6. exceed or circumvent any technical limitations of the Service that allow its use only in certain ways, including allowing the Service to be used by more persons – unique end users – than is permitted under a specific Plan;
 - 6.4.7. disrupt, modify, reverse engineer or decompile the Service, any part thereof, or any related files, data or network services;
 - 6.4.8. use the Service or any part thereof in a manner that is contrary to the law or to create or distribute malicious software; or
 - 6.4.9. create offensive or otherwise unlawful User Content or infringe the copyright or rights of others by creating User Content.

7. Payments

- 7.1. The Customer is obliged to pay the relevant price, specified in CZK, for the Service provided. The price for the Service is specified in the Price List, which is available on the Engu Website. The price is set separately for each individual Subscription Period and is determined by the type of Plan ordered by the Customer. The final binding price of the relevant Subscription is stated in the Order confirmation or advance invoice in accordance with paragraph Error: Reference source not found of these Terms and Conditions. VAT is applied to the price of the Subscription. The Provider may unilaterally increase the price by changing the Price List. Changes to the Price List do not affect Subscriptions that have already been activated.
- 7.2. Before the end of each Period, the Customer may be automatically notified by means of a notification sent to their contact email address. If, during the Period, the Customer completes an Order for the next Period and pays the relevant price, the next Period shall follow on directly and shall commence on the calendar day following the day on which the current Period ends.

- 7.3. Value added tax (VAT) at the applicable rate will be added to the relevant amounts.
- 7.4. The Customer agrees that the Provider will issue invoices – tax documents and send them electronically to the email address provided by the Customer when creating the Customer Account or completing the Order.

8. **Withdrawal**

- 8.1. The Customer, who is a consumer, acknowledges that their right to withdraw from the Agreement expires within the meaning of Section 1837 of the Civil Code at the moment when the Provider allows the Customer, with their consent, to use the Service in accordance with these Terms and Conditions before the expiry of the withdrawal period.
- 8.2. The Customer also has the right to withdraw from the Contract in cases where this is stipulated by applicable legal regulations.
- 8.3. Withdrawal from the Contract must be made in writing and sent to the email address podpora@engu.cz. The Customer may use the specimen form attached to these Terms and Conditions. The Provider shall immediately confirm receipt of the withdrawal to the Customer by email.
- 8.4. In the event of a valid withdrawal from the Contract, the Subscription price paid will be refunded to the Customer. Unless the Parties agree otherwise, the price will be refunded in the same manner and to the same bank account from which the Customer paid the price.

9. **Liability**

- 9.1. The Service is provided "as is" and the Provider therefore does not provide any warranties or guarantees, in particular, it does not guarantee any functionality or uninterrupted availability of the Service or the suitability of the Service for its intended purpose. The Provider is not liable in any way for any damage that may arise as a result of the use or inability to use the Service. Even if the Provider were to be liable for any damage, the amount of such damage is limited to the amount paid by the Customer to the Provider in connection with the use of the Service.
- 9.2. The Customer agrees that they are not entitled to any updates to the Service and that the Provider has no obligation to develop and provide any updates to the Service. The Customer agrees that the Provider may provide updates automatically and remotely, in particular for the purposes of maintenance and improvement of the Service. The Provider shall provide reasonable information about updates to the Service in the Application environment.
- 9.3. The Provider is not obliged to provide user support, user instructions or maintenance for the Application or the Service. In particular, the Provider is not obliged to install the Application or the Service, or to connect the Application or the Service to the Customer's digital environment, and is not responsible for this in any way.
- 9.4. The Customer is fully responsible for their own User Content and acknowledges all risks in the event that this content is created by third parties or made available to third parties.
- 9.5. The Provider is not liable for any loss of Customer data (including User Content) caused by the use of the Service.

- 9.6. The Customer is fully responsible for protecting their access credentials to the Customer Account against misuse or theft. In the event of reasonable suspicion of unauthorised access to the Customer Account, the Provider may block this account. The Customer acknowledges that additional sub-accounts of individual users of the Service may be linked to the Account, for whose access credentials they are also responsible.
- 9.7. A Customer who makes the Application or Service available to students of educational institutions (e.g. schools) is fully responsible for ensuring that the use of the Application and Services complies with the commitments or internal rules of the institution.

10. **Personal data protection**

- 10.1. The Provider's personal data processing policy is available at <https://engu.cz/zasady-ochrany-osobnich-udaju>.

11. **Complaints, claims**

- 11.1. If the Customer is a consumer, they may exercise their rights under Section 2389k et seq. of the Civil Code in the event of certain defects in the Service. To exercise their rights arising from defective performance or to submit a complaint, the Customer may contact the Provider at the email address podpora@engu.cz.
- 11.2. If the complaint is not resolved, it can also be resolved out of court. In such a case, the Customer who is a consumer may contact the out-of-court dispute resolution body, which is the Czech Trade Inspection Authority (<http://www.coi.cz>).

12. **Final provisions**

- 12.1. By placing an Order, the Customer declares that they are fully legally competent and that they accept and agree to these Terms and Conditions.
- 12.2. The Provider may unilaterally terminate the Agreement with immediate effect and/or disable the Customer's access to the Services if the Customer or persons to whom the Customer has made the Service available breach the Terms and Conditions or the Agreement, including in cases where the Customer fails to comply with their obligation under Section If the Customer has an active Subscription, they may make the Service available to a limited number of end users for use, in accordance with the scope of the licence under their Plan. An end user is a specific unique user who may use the Service in accordance with the Plan. The Customer is responsible for ensuring that the number of end users within a specific Plan is not exceeded. Each end user within this number may use the Service if they log in to the Application interface with their unique access credentials. These access credentials are non-transferable and are for the use of that specific end user only and may not be disclosed to third parties. No user other than the one for whom the unique access credentials are intended may log in to the Service using these access credentials. Within school classes, students may access the Service via the Application by entering a code generated by the Customer for the class in question. For the avoidance of doubt, one code is intended for one school class and the Service may not be used in more school classes than permitted by the relevant Plan. of these Terms and Conditions. In such a case, the Customer may no longer use or make the Services available in any way. Upon termination of the Agreement for any reason, the Provider shall not refund any amounts paid, unless otherwise provided in these Terms and Conditions.

- 12.3. The Provider reserves the right to unilaterally amend these Terms and Conditions and undertakes to always publish the current version of the Terms and Conditions on the Engu Website and also to send notification of the amendment to existing Customers at their contact email address. Use of the Services after these amendments take effect shall be deemed to constitute acceptance of and agreement to such amendments.
- 12.4. All parts of these Terms and Conditions are valid to the maximum extent permitted by law, and nothing herein limits any rights established by applicable laws.
- 12.5. These Terms and Conditions are governed by the laws of the Czech Republic and any disputes arising therefrom shall be resolved by Czech courts based on the general local jurisdiction of the Provider, unless it is a dispute with a consumer.
- 12.6. These Terms and Conditions shall take effect on 1 April 2025 and replace the previous version dated 6 October 2023.

Annex – Specimen form for withdrawal from the Agreement

I hereby notify BOHEMIA INTERACTIVE a.s., with its registered office at Stříbrná Lhota 747, 252 10 Mníšek pod Brdy, Company ID No.: 27218864,

that I am withdrawing from the Agreement for the provision of Engu services, concluded on [*date of ordering*].

[*Name, billing address and email address provided in the Order*]

[*Signature – if the notice is sent in paper form*]

[*Date*]