

TERMS AND CONDITIONS OF USE OF THE WEBSITE

WEBSITE OPERATOR

The www.czpvi.cz website (hereinafter as the “**Website**”) is created and operated by **Centrum zemědělsko-potravinářského výzkumu a inovací, s.r.o.**, ID No.: 247 58 451, with registered office at Počernická 272/96, Malešice, 108 00 Prague, registered in the Commercial Registry kept by the Municipal Court in Prague, under File No. C 171914 (hereinafter as the “**CZPVI**”).

CZPVI can be **contacted**:

- (a) by post at Počernická 272/96, Malešice, 108 00 Prague 10;
- (b) by e-mail at info@czpvi.cz;
- (c) by any other method set out on the Website.

GENERALLY REGARDING THE TERMS AND CONDITIONS OF USE OF THE WEBSITE

These terms and conditions of use governing the use of the Website (hereinafter as the “**Terms and Conditions of Use**”) apply to visitors and users of the Website on the www.czpvi.cz domain operated by CZPVI.

By any use of the Website or by clicking on any link, the user confirms that he/she agrees to these Terms and Conditions of Use. If any user does not agree to these Terms and Conditions, he/she is not entitled to use the Website and CZPVI services.

Users are required to comply with the terms and conditions set forth in these Terms and Conditions of Use. In the event of a breach of the provisions set forth in these Terms and Conditions of Use, CZPVI shall be entitled to exercise all remedies contained in these Terms and Conditions of Use and/or permitted by applicable law.

CHANGES TO THE TERMS AND CONDITIONS OF USE

CZPVI reserves the right to modify or amend these Terms and Conditions of Use at any time and in any manner without notice. To keep the User informed of any changes, CZPVI recommends that the User periodically review the Terms and Conditions of Use. Use of the Website is subject to the then-current Terms and Conditions of Use at the time of use.

ACCESS AND AVAILABILITY OF THE WEBSITE

Access

Access to the Website is free and open to all. Access to some parts of the Website may require the creation of a personal account. The user is responsible for the connection and equipment costs associated with accessing the Internet and using the Website.

The User must not interfere with or disrupt the functionality of the Website. The User is prohibited from accessing the Website by any means other than the interface provided by CZPVI. for this purpose. Access to the Website by any other means shall be deemed unauthorised.

Availability

CZPVI reserves the right that the Website may not always be continuously available, in particular due to periodic maintenance of hardware and software or technical malfunctions beyond CZPVI's control. However, CZPVI warrants that it will use its best efforts to make the Website available, except in the event of force majeure or technical failures beyond CZPVI' control.

USER CONDUCT

The user is responsible for the consequences of his/her actions related to the use of the Website provided by CZPVI.

The User shall not use the Website for any activity that is or may be contrary to the laws of the Czech Republic, good morals, generally accepted principles of use of the Website provided via the Internet, as well as these Terms and Conditions of Use or the legitimate interests of CZPVI.

If the User allows other users to post content on the Website or otherwise share the services provided by CZPVI, the User is responsible for ensuring that the services are used by third parties in accordance with these Terms and Conditions of Use and the law. The User shall indemnify CZPVI against any damage incurred by CZPVI in connection with the use of CZPVI's Website or Services in violation of the law or these Terms and Conditions of Use, whether by the User or by another person to whom the User has permitted the use of the Services. CZPVI shall not be liable for any violation of any rights of a third party.

CZPVI may terminate or restrict access to the Website at any time without any claim by the User, in particular if:

- (a) the User uses the Website in breach of these Terms and Conditions of Use;
- (b) CZPVI has reasonable grounds to suspect that the User is using the Website in violation of applicable law and generally binding ethical and moral principles of society or good morals, or the use is intended to violate the rights of third parties or to commit or facilitate criminal activity;
- (c) the User uses the Services for commercial or other purposes that could (even in the ultimate

- consequences) harm CZPVI;
- (d) the User abuses, blocks, modifies or otherwise alters any function of the Website and/or has attempted to disrupt the stability, operation or data of the Website;
- (e) the User interferes with or attempts to interfere with the stability or operation of the Website or the data stored thereon.

In the event that any elements of any Website are downloadable, the User may download only one copy of such content to a single computer for the User's personal use or for the User's own non-commercial use.

The User may not remove any attribution or ownership markings from the Contributions and the Contributions may not be altered in any way. Any commercial use is prohibited.

USER LIABILITY

The User uses the Website at his/her own risk.

CZPVI expressly advises the User that use of any products or services in breach of these Terms and Conditions of Use may constitute illegal conduct, which may also constitute criminal activity.

CZPVI shall be entitled to identify the user if requested by law enforcement authorities or if such identification is required by applicable law.

The User is personally responsible for setting up the computer and telecommunications resources necessary to access the Website and for the knowledge necessary to use the Internet and access the Website.

The User understands that the content of the Website is intended primarily for informational and educational, or entertainment and other purposes and does not provide any advice or opinions, such as legal or medical, that could be considered binding or relevant.

The User is fully responsible for the confidentiality of his/her username, password or any other registration details and shall bear all liability and any costs incurred in connection with any breach of these Terms and Conditions of Use.

The User may not assign or transfer its rights and obligations arising from its contractual relationship with CZPVI in connection with the use of the Website or the Services to a third party, even without consideration.

The User understands that all rights and obligations of CZPVI under these Terms and Conditions and of Use, any rights and obligations of CZPVI arising from the provision of services and operation of the Website to the User may be assigned to third parties without the need for any further consent of the User.

DISCLAIMER OF CZPVI'S LIABILITY

The User acknowledges that CZPVI does not warrant and shall not be liable for:

- (a) the functionality of the User's data network or its hardware and software, as well as the functionality of the public Internet network;
- (b) any damages that the User may incur if the User is not informed in a timely manner of any changes to the Website or the Services simply because the User does not use the Website or the Services on a regular basis;
- (c) the content of the Website, in particular that such content will fully comply with applicable law and will be error-free;
- (d) that the Website is free of viruses or other interfering components.

The Website may contain links to other external websites or other external internet resources or social plug-ins. Unless CZPVI has control over such external websites, resources or social plugins, CZPVI cannot be responsible for the accuracy, timeliness or availability of such external websites, resources or social plugins and cannot assume any liability for the content, advertising, products, services or any other information or data available on or from such external websites, resources or social plugins. In addition, CZPVI shall not be liable for any direct or indirect damages or losses arising out of or related to the use of or reliance on any content, goods or services available on such external websites, resources or social plugins.

HANDLING OF WEBSITE CONTENT BY THE USER

The Website and any software necessarily used in connection therewith may contain confidential information; the contents of the Website in any form, processing, arrangement or file, and the source code thereof (or the source code of any computer program necessarily used in connection therewith) constitute copyrighted works or (depending on the type of content) other intellectual property rights belonging to CZPVI or third parties.

Unless otherwise stated, the intellectual property rights in the content and all information of whatever nature contained on the Website and each of the elements comprising the Website (images, illustrations, text, graphics, etc.), including the software and database created for the Website (hereinafter as the "**Content**") are the exclusive

property of CZPVI, which grants no license or right other than the right to view the Website.

All trademarks, trade names, and trade dress, including logos, are the property of CZPVI or CZPVI's business partners or users, as applicable, and may not be used on other Websites, used to identify products or services, or used in any other manner contrary to the laws and legitimate interests of CZPVI or affected third parties.

User may not copy, modify, create derivative works, change the design or compilation or otherwise attempt to locate the source code (except as provided by law), sell, assign, sublicense or transfer in any manner any rights in all or part of the Content.

The User may not modify all or part of the Content, in particular the software, or use modified versions of the software and in particular (without this list being exhaustive) for the purpose of obtaining unauthorised access to the Service and accessing the Website by any means other than through the interface provided by CZPVI for this purpose.

Any reproduction, modification or use, in whole or in part, of trademarks, illustrations, images and symbols or any other Content for any reason and in any medium without the express prior written consent of CZPVI or the owner of the relevant intellectual property rights is strictly prohibited. The same applies to all copyrights appearing and/or used on the Website.

Reproduction of all or part of the Content is permitted exclusively for personal and private use, any reproduction and any use of copies made for other purposes is expressly prohibited.

Any creation of links on the Website, any formation of the Website and, more generally, any use of any element constituting the Website, is subject to the prior and express consent of CZPVI, which may be revoked at any time at its sole discretion. CZPVI may (i) request the removal of any link on the Website that has not been or is no longer permitted, and (ii) seek damages for any harm resulting therefrom.

PROCESSING OF PERSONAL DATA

General

CZPVI processes personal data in connection with the operation of the Website. Information on how we handle your personal data is described in the [Information Document on the processing of personal data for Website users](#).

Cookies

CZPVI uses and processes cookies in connection with the operation of the Website. For more detailed information on the processing of cookies, please refer to the [Information Document on the processing of personal data through cookies](#).

CHANGES TO THE WEBSITE

CZPVI reserves the right to modify or amend this Website at any time and in any manner without prior notice.

Use of the Website is subject to the then current Terms and Conditions of Use.

FINAL PROVISIONS

These Terms and Conditions of Use are effective as of 5.3.2024.

CZPVI reserves the right to terminate, amend or supplement these Terms and Conditions of Use, including without notice to Users, effective as of the date that the updated Terms and Conditions of Use are posted on the Website or within the CZPVI services. The User agrees to the new version of the Terms and Conditions of Use by continuing to use the CZPVI Website or services.

These Terms and Conditions of Use and all relationships arising from them are governed by the laws of the Czech Republic. The Czech courts shall have jurisdiction over disputes arising in connection with these Terms and Conditions of Use that cannot be resolved out of court.

Legal relations that are not regulated by these Terms and Conditions of Use or by a separate contract shall be governed by Act No. 89/2012 Coll., the Czech Civil Code, as amended, as well as Act No. 634/1992 Coll., the Czech Consumer Protection Act, as amended.

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