



Business and Licencing Terms and Conditions

of TALKEY a.s., having its registered office at Hrušovská 3203/13a, Moravská Ostrava, 702 00 Ostrava, Company No. (IČ): 09101942, incorporated in the Companies Register of the Regional Court in Ostrava, Section B, File 11211 (hereinafter the "Operator") issues these terms and conditions of sale and license (hereinafter referred to as "Terms") governing the terms and conditions of distribution and provision of TALKEY products by the Operator to TALKEY users, the licensing of the software included in TALKEY, and the rules of use of TALKEY by TALKEY users themselves. These Terms and Conditions are an integral part of the contract concluded between the Operator and the TALKEY User in the manner set out in these Terms and Conditions, and the rules for making unilateral changes thereto by the Operator are set out in Article 15 of these Terms and Conditions.

1. DEFINITION OF TERMS

"Czech crowns", "CZK" or "Kč" means the legal currency of the Czech Republic throughout.

"Data" means information in digital (numeric) form stored e.g. in the operating memory of a computer or in a storage medium (hard disk, CD-ROM, memory card, etc.) and intended for computer processing.

"EUR" means the legal currency of the eurozone states throughout, i.e., the territory of the European Union where the single European currency is used.

"Operator's Website" means www.talkey.com.

"Calendar Year" is a period of 12 consecutive calendar months beginning on 1 January and ending on 31 December.

"Purchase Price" means the purchase price for a Token and/or a TALKEY key and/or consideration for Licence Subscription.

"Licence Subscription" means paid provision of TALKEY during the Service Period.

"Licence Code" means a code enabling a TALKEY User to use TALKEY.

"Middleware" is software equipment used for the communication between the TALKEY User's equipment and a Token, installed automatically in the TALKEY User's equipment on the basis of (i) the connection of a TALKEY key or (ii) the installation of TALKEY software.

"Civil Code" means Act No. 89/2012, the Civil Code, as amended.

"Service Period" is the period of time during which TALKEY may be used; unless otherwise specified in the Contract, the duration of the Period is one (1) month from the day of activation of the Licence Code, provided that the Licence Code is activated no later than one (1) month from purchase by the TALKEY User. The shortest Service Period possible is one month.

"Entrepreneur" (also referred to as trader) is a person who independently conducts a gainful activity on the basis of a trade licence or similarly for their own account and at their own responsibility, intending to do so consistently for the purpose of achieving profit. For the purposes of consumer protection, among other things, the definition of Entrepreneur is deemed to include any person who concludes contracts related to their own business, trade, production or similar self-employed activity, and/or any person acting for and on an Entrepreneur's behalf. For the purposes of the T&C, an Entrepreneur is a person who conducts business in accordance with the preceding sentence. If a person specifies their registered (company) number in an order, the person takes due note that the rules specified in the T&C for Entrepreneurs shall apply to themselves.

“Business Day” means a day (other than Saturdays and Sundays) when banks in Prague, Czech Republic are open for business.

“Operator” means TALKEY a.s., having its registered office at at Hrušovská 3203/13a, Moravská Ostrava, 702 00 Ostrava, Company No. (IČ): 09101942, incorporated in the Companies Register of the Regional Court in Ostrava, Section B, File 11211, operating the Service and providing the licence for using the related software.

“Service” means a service for (i) encrypted electronic communications, (ii) encryption of files and folders, (iii) transparent (“on the fly”) encryption of data on a virtual drive, and (iv) secure removal of data from a disk to protect electronic communications and electronic files by encrypting their contents.

“Consumer” means any natural person who enters into a contract with the Operator or otherwise deals with the Operator outside the scope of their business, trade or self-employed activity. If a natural person specifies their registered (company) number in an order, the person takes due note that the rules specified in the T&C for Entrepreneurs shall apply to themselves.

“TALKEY” means software (computer program) developed by the Operator or its employees that allows to use the Service using the Middleware (in the event of encryption via Token).

“TALKEY key” is a private key, which is the part of an encryption key that is used to asymmetrically encrypt information and identify the counterparty.

“TALKEY Product” means any hardware, software or service by the Operator or any combination thereof as specified in the T&C or described in more detail on the Operator’s Website.

“TALKEY User” means, for the purposes of the T&C, a natural person or legal entity that has been granted the right to use the Service for their personal or corporate purposes.

“Token” means a portable hardware device containing the TALKEY User’s encryption certificate through which the TALKEY User’s data is encrypted and deciphered.

“Third Party” means any person or entity that is a legal entity in its own right in accordance with the laws of any jurisdiction, including but not limited to any corporation, manager, administrator, government, state or state authority, or a partnership between one or more of the aforementioned entities.

“USD” means the legal currency of the United States of America throughout.

“Back-up USB” is a portable hardware memory device serving the purpose of back-up for the TALKEY User’s private key.

“Device” is a computer or an electronic mobile device used by a TALKEY User for the purpose of Data transfer or storage.

2. SERVICE DESCRIPTION

2.1 The Service is based on use of double encryption using symmetric and asymmetric algorithms and can be used in conjunction with a supported email client and/or operating system.

2.2 The use of the Service and the encryption of electronic communication or files require that the TALKEY User’s Device and Internet connection satisfy the minimum requirements specified on the Operator’s Website. The use of the Service is furthermore subject to the payment of the Purchase Price for the Licence Subscription for the Service Period during which the TALKEY User will use the Service. The Purchase Price for the first Service Period is to be paid upon the first conclusion of the contract on the provision of a TALKEY Product. If the TALKEY User is interested in using the Service after the end of the Service Period, i.e., in an extension of the Service Period, they shall pay the Licence Subscription for the



subsequent Service Period.

- 2.3 Subsequently is a TALKEY User obliged to log to the Service, i.e. to enter their password for access to use the Service (hereinafter referred to as “Login”)
- 2.4 An e-mail, virtual drive or file is encrypted in a way that allows it to be decrypted and read only by the sender and recipient of the e-mail, or by an authorized person designated by the TALKEY user when encrypting the file, virtual drive or e-mail. Within the limits of the encryption tools used within the Service, the email or file is not decryptable by other users of the Service, third parties or the Operator. The above also applies to data stored on an encrypted virtual drive. The TALKEY User takes due note of the fact that, under the current technological standards, it is not possible to develop a completely error-free computer program. By entering into the contract, the TALKEY User confirms that they have familiarised themselves with the technical specification of the Token, the software certificate repository and encryption mechanisms and is aware of their technological and safety limits and limitations.
- 2.5 The recipient of an encrypted email sent via the Service is required to Log In to read it. If the recipient of an encrypted email sent via the Service is not a user of the Service, then the TALKEY user is prompted to enter the recipient's mobile number to which the password to access the encrypted email is sent via SMS before sending it. This encrypted email is, according to the Service settings, stored as a web message on the Operator's or TALKEY User's storage for 30 days from the date of sending. After this period, the email is automatically deleted, unless otherwise agreed within the Service, i.e. the email is no longer accessible to the recipient after this period, but is still stored in the "sent mail" folder of the TALKEY User, if the TALKEY User has the sent mail storage function enabled. A recipient who is not a user of the Service may reply to this email encrypted to the TALKEY User. TALKEY user of the virtual encrypted drive via the Service is required to Login to work with files stored in the virtual encrypted drive.
- 2.6 A TALKEY user of a virtual encrypted drive through the Service is required to Log In to work with files stored on the virtual encrypted drive.
- 2.7 A TALKEY user or recipient of an encrypted file is required to connect to his or her Login to read the file.
- 2.8 A TALKEY user of a virtual encrypted drive through the Service is required to Log In to work with files stored on the virtual encrypted drive.
- 2.9 For the purposes of using the Service, the Operator provides the TALKEY User with:
 - a. Token – a hardware USB device with FIPS 140-2 level 3 security certification; the Token cannot be used as a universal token for other purposes outside the Service. The price of the Token is not included in the price of the Service;
 - b. Back-up USB supplied by the Operator to the TALKEY User along with the Token;
 - c. Access to the Service, which includes:
 - Licence for the use of the Operator’s software included in TALKEY and for the related Middleware used for the communication between the TALKEY User’s Device and the Token;
 - Access to the updates and new versions of TALKEY;
 - Access to the Service certification servers used to verify the validity of the individual TALKEY Users’ certification keys and to provide access to public keys;

Right to use the Operator’s e-mail and telephone support to the extent and in the manner specified in Article 10 of the T&C;

If the TALKEY User enters into the contract for a new Service Period under the conditions of

clause 4.15 of the T&C, the supply of a new Token and Back-up USB is not the deliverable under the contract. Any other individual services provided by the Operator under this Article in addition to the use of the Service are subject to a charge under the Operator's service price list available on the Operator's Website.

The Service is always linked to a specific e-mail address. The TALKEY User has the right to change the e-mail address with which the Service is provided once in the Service Period, free of charge subject to a request sent to the Operator. A higher number of changes in e-mail addresses during the Service Period is charged according to the Operator's price list of services, available on the Operator's Website.

- 2.10 The TALKEY User shall protect the Back-up USB from loss, destruction or misuse by a Third Party and keep it separately from the TALKEY Key. The Back-up USB serves to restore the TALKEY User's personal certificate in the event of loss or destruction of the Token and it contains the only back-up serving this purpose. The Operator does not guarantee the flawless functionality of the Back-up USB throughout the entire term of contract with the TALKEY User. Since the dysfunction, loss or provision of the Back-up USB or its content to a/or Third Party may compromise the security of the TALKEY User's e-mail communication or files and cause a leak of the encrypted content towards Third Parties and make the encrypted e-mail communication or files unreadable, the Operator recommends TALKEY Users to create additional back-up of their personal certificates in different repositories, which are physically separated from the Equipment and suitably protected from access by Third Parties.
 - 2.11 In the event of loss or dysfunction of the Token or the Back-up USB, the TALKEY User has the right to contact the Operator by means of user support in the manner under Article 10 of the T&C. The Operator warns TALKEY Users that in case of loss or malfunction of the Token and Backup USB and/or forgetting of the TALKEY User's password, access to encrypted files/virtual drive or e-mail correspondence cannot be restored through the Operator and such encrypted data will become permanently unavailable.
3. NOTICE TO CONSUMERS PRIOR TO ENTERING INTO A CONTRACT
 - 3.1. By placing an order, the Consumer agrees with entering into a contract by means of distance communication. The costs of means of distance communication do not differ from the standard rate (which depends on the terms and conditions of the connection provided by the TALKEY User's operator; the Operator will not charge any other fees in connection with entering into the distance contract except for shipping costs of Token, if any).
 - 3.2. The Operator requires that the Purchase Price be paid before the TALKEY User receives the TALKEY Product from the Operator.
 - 3.3. The contract on the provision of a TALKEY Product authorises the TALKEY User to use TALKEY during the Service Period. The Purchase Price and the Service Period for each individual TALKEY Product is specified on the Operator's website or communicated to the TALKEY User prior to entering into the contract based on the TALKEY User's enquiry.
 - 3.4. The Purchase Price for the TALKEY Product includes the consideration for the granting of a licence under Article [12](#) of the T&C.
 - 3.5. The Purchase Price and other prices are quoted on the Operator's website both with and exclusive of value added tax (VAT), including all charges defined by law, but the costs of

delivery of a TALKEY Product will differ based on the chosen shipping method, carrier and payment method.

- 3.6. If the TALKEY User is a Consumer, the Consumer has the right to withdraw from the contract (unless specified otherwise below) within fourteen days on the conditions specified in Article [8](#) of the T&C.
 - 3.7. In the event of withdrawal from the contract, the Consumer shall bear the costs of returning the TALKEY Product and, if the contract was concluded using a means of distance communication, the costs of returning the goods if the TALKEY Product cannot be returned via a standard postal service due to its nature.
 - 3.8. The Consumer shall pay an aliquot part of the price if they withdraw from the contract on the provision of services where the provision of the service has already begun.
 - 3.9. In the event of a complaint, the Consumer may submit the complaint to the Operator using a contact form at <https://talkey.com/en/contact/> on the Operator's website or via the Operator's e-mail info@talkey.com; alternatively, it is possible to address a complaint or a proposal for an out-of-court dispute settlement to the Czech Trade Inspection Authority with a view to entering into an agreement with the Operator using the contact information available at www.coi.cz. In addition, the Consumer has the right to an out-of-court dispute settlement by means of an ODR platform. More information is available at <https://ec.europa.eu/consumers/odr/>.
4. CONCLUSION AND EXTENSION OF CONTRACT
- 4.1. The contract may be made via an e-shop on the Operator's website or outside the e-shop through the Operator's sales representative or authorised dealer, via e-mail, telephone, or otherwise.
 - 4.2. A written order and/or an order made through the Operator's sales representative or contractual dealer, by e-mail or by telephone must include the name, surname, address or company, registered office, and, in the case of an entrepreneur, the business registration number (IČO), or, if applicable, the business registration number. Tax ID number, the exact address of the payer (if different from the Customer's address), the exact address of the delivery location and contact person (if different from the Customer's address), the email and telephone number of the contact person or the Customer, as well as a clear identification of the TALKEY product, its price, the required quantity and the required delivery conditions, such as delivery date and other specific requirements.
 - 4.3. By placing the order, the customer confirms that they have familiarised themselves with these T&C, that they agree with them and are bound by them in the wording valid and effective at the moment of submitting the order.
 - 4.4. The customer shall check the information entered in the order form prior to submitting it.
 - 4.5. The customer is bound by their order or proposal until the acceptance or rejection thereof by the Operator. The period for the acceptance or rejection by the Operator is five (5) Business Days.
 - 4.6. If the contract is not made through an e-shop on the Operator's website, the contract will be made on the basis of the customer's order at the moment when the acceptance of the customer's order by the Operator takes effect, i.e., at the moment of delivery of the Operator's

consent to the customer; the Operator shall accept an order in the form of an e-mail message sent to the customer's e-mail address specified in the order. In justified cases, the Operator insists on making a written contract. In such a case the contract is deemed to have been made only after it is signed by both Parties. In justified cases, including but not limited to non-standard requests or when the Operator has doubts as to the customer's ability to pay for the order when due, the Operator has the right to request an upfront payment. The delivery date specified in order confirmation shall be based on the payment of the upfront amount. The Operator may define a financial limit or other conditions under which an order will be delivered only on the basis of a cash-on-delivery payment or after the upfront payment has been made.

- 4.7. If, on the basis of its request, a Third Party is made a proposal for the conclusion of a contract, the Operator is bound by the proposal for fourteen (14) days from the day of sending or, in a personal meeting, from its submission to a Third Party, unless a longer period is specified in the proposal.
- 4.8. If the Operator makes a proposal to enter into the contract, the contract is concluded at the moment of acceptance of the proposal by a Third Party. The third party is obliged deliver their acceptance of the proposal within the period under clause [4.7](#) of the Conditions in any manner capturing the acceptance of the proposal. If any of the Parties has any comments aiming to amend or alter the other Party's proposal, such comments shall be deemed a new proposal by that Party.
- 4.9. By accepting the Operator's proposal, the Third Party also accepts the Conditions that form a part of the contract.
- 4.10. The conclusion of the contract via the Operator's website or via the App Store or Play Store is done by the Third Party downloading and installing the TALKEY app on the Device, thereby agreeing to these Terms. For a period of 30 days from the date of installation, the Third Party may use TALKEY free of charge. If the TALKEY User chooses to use TALKEY after this period, then the TALKEY User must pay via TALKEY License a subscription for the selected Service Period. The Operator notes that the Token cannot be ordered via the App Store or the Play Store, it must be ordered via one of the other methods mentioned above.
- 4.11. In the event that there is an obvious technical error on the Operator's side when displaying the price of the TALKEY Product on the Operator's website or during the ordering process, the Operator shall not be obliged to deliver the TALKEY Product to the Customer at such obviously erroneous price even if the Customer has been sent an order confirmation pursuant to these Terms and Conditions. As soon as the Operator becomes aware of such error, it shall notify the Customer thereof. If the Customer does not agree to the price increase, the Operator reserves the right to withdraw from the contract.
- 4.12. The Contract is made in the Czech language. If the contract is translated for the purposes of the TALKEY User, the Czech version of the contract shall prevail for the interpretation of terms in the event of a dispute.
- 4.13. The TALKEY User is aware that, by entering into the contract, they do not gain any right to use registered brands, trade names, corporate logos, etc. of the Operator or the Operator's contractual partners, unless agreed otherwise in a separate agreement in a specific case.
- 4.14. In the event of any discrepancy or conflict between the contract, the appendices to the contract and the present T&C, such documents shall prevail in the following order: the

contract, the appendices to the contract, these T&C. The present T&C prevail over the non-mandatory provisions of the law.

- 4.15. The contract made for the Service Period may be extended by paying the Purchase Price of the Licence Subscription for the subsequent Service Period; having received the payment, the Operator shall send the TALKEY User an invoice (tax document) in the manner specified in clause [5.6](#) of the T&C. The term of the contract on the provision of TALKEY is extended from the moment of receipt of the price for the Licence Subscription by the Operator and the new Service Period starts from the end of the preceding period (if the TALKEY User pays the price before the end of the period) or from the receipt of the price payment (if paid after the end of the previous Service Period). The contract may be extended repeatedly this way. Contract extension does not require the TALKEY User to purchase a new TALKEY Key or Back-up USB.

5. PRICE AND PAYMENT CONDITIONS

- 5.1. The Operator's offer on its Website includes the identification of TALKEY Products and a description of their principal features.
- 5.2. The prices for TALKEY Products are in force at the time of order submission by the customer and are final. The prices for TALKEY Products that include the Licence Subscription are defined for the Service Period as flat-rate prices regardless of the extent in which the TALKEY User uses the TALKEY Product. The prices are quoted on the Operator's Website both with and exclusive of VAT. The prices do not include any customs payments or other costs associated with supplies outside the Czech territory. The prices do not include the shipping cost, of which the customer must be informed prior to placing an order. Promotional prices are in force during the defined period of time. Promotional discounts, offers and personal discounts if any cannot be combined or added up.
- 5.3. Any special or non-standard requirements of the customer must be agreed separately in a written form, otherwise they cannot be taken into consideration.
- 5.4. The customer has the right of choice between the following methods of payment for a TALKEY Product, unless specified otherwise e.g. in the e-shop:
 - a. Using online payment methods accessible via the payment gateway in the e-shop interface; the customer bears the costs of such payment method under the terms and conditions of the contract between the customer and the payment service provider.
 - b. By agreement with the Operator using a standard credit transfer to the Operator's account; the customer bears the costs of such payment method under the terms and conditions of the contract between the customer and the payment service provider.
- 5.5. If the Customer fails to pay the Purchase Price properly and on time, the Operator is entitled to withdraw from the Contract.
- 5.6. The Operator reserves the right to offer the customer payment methods at its discretion.
- 5.7. In the event of a cash-on-delivery payment, the price is due upon shipment delivery. The delivery of the shipment to the customer is subject to the payment of the price by the customer. The cash-on-delivery payment must not be used to pay a price exceeding the limit for cash payments stipulated by laws in force and effect on the day of delivery of the shipment. If the customer does not pay the price in a due and timely manner, the Operator has the right to withdraw from the contract.

- 5.8. The taxable supply for accounting purposes is the moment the Operator receives the payment. The payment of the price is subject to VAT under legislation in force.
- 5.9. The Operator shall issue a tax document (invoice) or a simplified tax document (receipt) to the customer based on customary practice for payments made under the contract. The Operator shall issue the invoice or receipt to the customer after the payment of the TALKEY Product price and shall hand it over to the customer along with the TALKEY Product or send it in electronic form to the customer's e-mail specified in the order. The customer agrees with this method of sending tax documents.
- 5.10. In the event of multiple usage of TALKEY by one TALKEY User (the service of a large number of e-mail addresses, in particular when purchasing the Service for multiple employees of the TALKEY User), the Operator has the right to align all Service Periods of the TALKEY User so that they end on the same day and to charge all the prices to the TALKEY User in aggregate. To that end, the Operator has the right to ask the TALKEY User to pay an aliquot amount of the price for the period preceding the aligned Service Period.

6. DELIVERY TERMS

- 6.1. The delivery terms apply to the deliveries of TALKEY Products within the Czech Republic. In the event of delivering TALKEY Products outside the Czech territory, a different delivery method and a different amount of shipping cost payment may apply.
- 6.2. If the customer chooses a TALKEY Product that includes hardware, the TALKEY Product will be delivered using one of the following shipping methods, unless a different scope of shipping methods or the shipping method is specified otherwise e.g. in the e-shop or in the contract:
- Using Česká pošta mail service or another entity providing shipping services;
 - Using a distribution company;
 - Personal pick-up at a place defined in advance.
- 6.3. All the offered shipping methods, their current terms and conditions and their prices are specified on the Operator's Website.
- 6.4. A TALKEY Product is usually shipped within five business days from the date of order confirmation or, as the case may be, contract conclusion. The period for personal pick-up of the TALKEY Product is 10 Business Days from the receipt of an e-mail confirmation that the TALKEY Product is ready for pick-up.
- 6.5. When taking delivery of an order paid in advance, the Operator or the carrier may request an identity document to be produced (an ID card or passport) in order to prevent loss and money laundering. Without one of such documents produced, the Operator or the carrier may refuse to deliver the TALKEY Product/shipment. This right on the Operator's part follows from Section 2900 of the Civil Code, which provides that, if required by the circumstances of the case or customs of private life, everyone has the duty to act so as to prevent groundless harm to the property of another person.
- 6.6. The Operator's obligation to deliver an item to the TALKEY User is satisfied upon the submission of the shipment to the first carrier for shipping to the TALKEY User and by enabling the TALKEY User to exercise its rights under the shipping contract vis-à-vis the carrier.
- 6.7. The Operator's obligation to deliver an item to the TALKEY User-Consumer is satisfied at the moment the carrier delivers the shipment to the customer-consumer. If the shipping is arranged differently from the method proposed by the Operator, the moment of delivery is governed by Article 6 of the T&C.
- 6.8. The customer shall check the condition of the shipment (number of parcels, integrity of the



- logo band, box integrity) based on the attached shipping bill along with the carrier immediately upon delivery. The customer has the right to refuse taking the delivery if the shipment is not in agreement with the contract, e.g. because the shipment is incomplete or damaged. If the customer takes the delivery of such damaged shipment from the carrier, the damage must be described in the carrier's delivery note.
- 6.9. A later complaint regarding an incomplete or externally damaged shipment does not affect the right of the customer-consumer to lodge a complaint, but it offers the Operator an opportunity to prove that there is no breach of the contract.
 - 6.10. If a shipment has to be delivered repeatedly or in a manner other than specified in the order for reasons on the customer's part, the customer shall be obligated to pay the costs associated with the repeated delivery of the shipment or the costs associated with the different delivery method.
 - 6.11. The customer shall take the delivery of the shipment upon the delivery. If the customer fails to accept the shipment upon delivery, the Operator has the right to request a storage charge of CZK 100 (one hundred Czech crowns) for each day of storage or the right to withdraw from the contract. The Operator may also claim compensation of the costs incurred in delivering the TALKEY Product.
 - 6.12. If the TALKEY Product does not include hardware, the delivery of the TALKEY Product may take place by means of sending the Licence Code to the e-mail address specified in the customer's order.
7. PRINCIPAL RIGHTS AND OBLIGATIONS UNDER THE CONTRACT ON THE PROVISION OF A TALKEY PRODUCT
- 7.1. By entering into the contract on the provision of a TALKEY Product, the Operator undertakes, depending on the Service version, to:
 - a. Supply the Token and the Back-up USB where necessary for the Service provision;
 - b. Supply the Licence Code for the use of the product;
 - c. Grant the TALKEY User the right to use TALKEY and Middleware on the terms and conditions defined in the licencing provisions of the present T&C;
 - d. Grant the TALKEY User access to the Service certification servers via TALKEY;
 - e. Grant the TALKEY User support on the terms and conditions and to the extent specified in the present T&C;
 - f. Ensure the availability of the Service server to the extent of 99.9% of the total time when the Service is provided to the TALKEY User.
 - 7.2. By entering into the contract on the provision of a TALKEY Product, the TALKEY User undertakes to:
 - a) Take delivery of the shipment if the TALKEY Product is shipped to the TALKEY User;
 - b) Use TALKEY in accordance with the contract and the present T&C;
 - c) Observe security rules, in particular by refraining to provide the Token and access information (password) to third parties;
 - d) Observe the minimum system requirements for Device configuration and for Internet connection;
 - e) Observe the principal rules of security for the Device and the internal network, within which the Device is used, as available on the Operator's Website;
 - f) Regularly update the Device's operating system;
 - g) Observe the licencing provisions.
 - 7.3. The TALKEY User takes due note of the fact that the contract on the provision of the TALKEY



Product includes a service provision contract, a licence agreement and/or purchase agreement and that such contracts form an integral whole; it is impossible to withdraw from just one of them.

7.4. In certain cases, the TALKEY Product may involve only the Token or the Back-up USB, including but not limited to where the TALKEY User is interested in the supply of multiple Tokens or Licence Subscriptions. In such a case, the above provisions on rights and obligations shall only apply to the relevant extent.

8. CONSUMER'S WITHDRAWAL FROM THE CONTRACT

8.1. The Consumer takes due note of the fact that the TALKEY Product forms a single indivisible item whose individual components have no separate economic purpose. The Operator informs the Consumer that the Consumer is not allowed to withdraw from the contract on the provision of the TALKEY Product without giving grounds in the event that the Consumer:

- a. Has already opened the original packaging of the TALKEY Product where the TALKEY Product was delivered through a carrier or picked up in person;
- b. Has already activated the Licence Code where the TALKEY Product was delivered only by electronic means, including but not limited to e-mail.

8.2. Unless and until the situation described in clause 9.1 of the T&C has occurred, the Consumer has the right to withdraw from the contract without giving grounds within 14 days from the day following the day:

- a) When the contract was concluded where the TALKEY Product is delivered only by electronic means, including but not limited to e-mail;
- b) When the Consumer or another third party accepts the TALKEY product for the Consumer from the Operator or from the carrier where the TALKEY Product is supplied through a carrier or intended for personal pick-up.

8.3. To observe the period under clause 9.2 of the T&C, it suffices if the notice of withdrawal from the contract is sent prior to the expiry of the relevant period.

8.4. The Consumer may withdraw from the contract by completing and submitting a notice on withdrawal from contract, a model of which is available for download from the Operator's Website. The Consumer is not obligated to use the form and may withdraw from the contract in another manner. Under this contract, the withdrawal may be in the form of e-mail sent to the Operator or it may be written and sent to the Operator's address as a letter. The Operator shall confirm the delivery of the withdrawal notice to the Consumer in a text form without undue delay. Withdrawal from the contract is not permitted in the form of failure to pick up or take delivery of the TALKEY Product. A failure to pick up or take delivery of the TALKEY Product constitutes a material breach of the contract on the part of the TALKEY User with the consequences specified in the T&C and in legislation in force.

8.5. In the event of the Consumer's withdrawal from the contract, the Operator shall return all the funds paid to it including the costs of shipping to the TALKEY User no later than 14 days from the withdrawal but no sooner than after receiving the returned TALKEY Product or after it has been demonstrated that the TALKEY Product was sent back, whichever occurs earlier. If the Operator offers multiple options of shipping the TALKEY Product to the Consumer, the Operator shall only return the shipping cost in the amount corresponding to the least costly shipping method offered by the Operator at the moment of concluding the contract, regardless of the shipping method that the Consumer actually used.

8.6. If the Consumer withdraws from the contract under which the TALKEY Product was delivered through a carrier or picked up in person, the Consumer shall send or hand over the TALKEY



Product received from the Operator to the Operator without undue delay, preferably along with the notice of withdrawal from the contract, no later than 14 days from the withdrawal from the contract. The Consumer shall bear the costs of returning the TALKEY Product. The specific method of returning the TALKEY Product is left to the consumer. However, the Consumer must be able to demonstrate having returned the TALKEY Product to the Operator if necessary. In returning the TALKEY Product, the Consumer shall package the TALKEY Product duly so that it is not damaged during its shipping back to the Operator; otherwise the Consumer is liable for its reduction in value. When returning a TALKEY Product, the TALKEY Product must not be sent cash on delivery. The Consumer shall return the TALKEY Product in the undamaged original packaging containing the TALKEY Product as it was delivered to the Consumer.

8.7. If the Consumer withdraws from the contract under which the TALKEY Product was delivered only in electronic form, the Consumer need not send anything back to the Operator. After the withdrawal from the contract, the Operator will invalidate the Licence Code sent to the Consumer.

8.8. The Consumer is liable vis-à-vis the Operator for any damage to the TALKEY Product other than as a result of standard handling.

9. OTHER OPTIONS FOR CONTRACT TERMINATION

9.1. The Operator has the right to withdraw from the contract in the event of a material breach on the part of the TALKEY User under Section 2002 of the Civil Code. A material breach of the contract on the part of the TALKEY User is understood to include, without limitation, an infringement on the licencing conditions or the Operator's copyright or the brands, failure to collect the TALKEY Product within the period for personal pick-up or at a time indicated by the carrier, and the failure to pay the Purchase Price.

9.2. The TALKEY User has the right to withdraw from the contract in the event the Service is repeatedly unavailable beyond the guaranteed availability under clause 11.1 of the T&C in excess of two days.

9.3. In the event of withdrawal from the contract for any reason under this Article, the Operator shall return an aliquot part of the Purchase Price for the Licence Subscription in the amount corresponding to the ratio of the period remaining to the end of the Service Period and the period that has expired from its beginning to the effective date of the withdrawal.

9.4. Withdrawal under this contract may take place via e-mail sent to the other Party or in writing in the form of a letter sent to the other Party's address.

9.5. Withdrawal from the contract is effective upon the delivery of the notice to the other Party.

9.6. The contract may also be terminated in the cases specified in the T&C or in the contract. In such a case, the contract may be terminated with a notice period of fifteen (15) days beginning with the day following the day of the delivery of the notice to the other Party. The termination notice may be served via e-mail sent to the other Party or in writing in the form of a letter sent to the other Party's address.

10. USER SUPPORT

10.1. The Operator provides user support to TALKEY Users in the following forms:

- a. Answering e-mailed queries;
- b. Answering queries submitted using the Operator's information system (Helpdesk);
- c. Telephone hot line;
- d. Instructions on the Operator's Website at <https://talkey.com/en/help/>.

10.2. User support is provided in the Czech and English languages unless otherwise indicated in the



- contract or in the Operator's manual.
- 10.3. All TALKEY Users who have paid the Purchase Price of the Licence Subscription for the Service Period during which they request user support are entitled to receive the Operator's user support. The users of the free Service version are not entitled to receive user support. The Operator has the right to restrict the support provided to a TALKEY User that submits an excessive amount of support queries.
 - 10.4. The contact information for using the individual forms of support is available on the Operator's Website including the hours during which the support personnel are available, subject to the TALKEY User logging into the website.
 - 10.5. The Operator shall answer queries submitted via e-mail within 24 hours of receiving them at the latest. If the end of the above period occurs at a time when support is not provided, the period is deemed to have been observed if the reply is sent to the TALKEY User within 24 hours from the beginning of the next support interval.
 - 10.6. The Operator's reply to a query under the previous clause means:
 - a) Giving information needed to resolve a problem, or
 - b) Commencing to address a problem that cannot be resolved by means of a single reply, or
 - c) Sending the TALKEY User a request for additional information with regard to clause 2.2 of the T&C, or
 - d) Referring the user to an accessible source of information sufficient to answer the TALKEY User's question, or
 - e) Notifying the TALKEY User that their question does not fit the scope of the support provided.
 - 10.7. Queries submitted to user support must contain at least the following information:
 - a) Identification of the TALKEY User;
 - b) Identification of the problem including a description of its manifestations, the wording of the system prompts, etc.;
 - c) Specification of the TALKEY User's system environment;
 - d) Specification of the type of Token, provided that the Operator offers multiple Token types and that a Token is required for the Service.
 - 10.8. The Operator does not guarantee to resolve the TALKEY User's problem within the period under clause 10.5 of the T&C. The Operator may define detailed requirements for the provision of user support in a separate document published on its Website.

11. LIABILITY FOR DEFECTS AND FOR LOSS; COMPLAINTS

- 11.1. The Operator is responsible for the availability of the Service during 99.9% of the total duration of the Service Period. Service availability means the possibility of the TALKEY User to contact the Service certification server for the purpose of encrypting an e-mail
The Operator is responsible for the availability of the Service during 99.9% of the total duration of the Service Period. Service availability means the possibility of the TALKEY User to contact the Service certification server for the purpose of encrypting an e-mail or file for another TALKEY User or for the purpose of reading the same. If the Service Period is at least 12 months long, the availability is measured for each Calendar Year separately; for the purposes of the T&C the Operator guarantees that the Service shall be available for 99.9% of the duration of the Calendar Year. The unavailability for the individual Calendar Years is not cumulative. The availability is guaranteed only to the TALKEY Users who have paid the Purchase Price for the Licence Subscription, use the Token in the manner required by the Operator and comply with the minimum system requirements defined by the Operator.



- 11.2. The Operator guarantees the functionality of the Token and the Back-up USB for a period of one (1) year from the date of their delivery. This is not to the detriment of the possibility for TALKEY Users who are Consumers to exercise their right stemming from the liability for defects of the TALKEY Key and Back-up USB within 24 months from the acceptance of the same.
- 11.3. The Operator is not responsible for the dysfunctionality of the Token or the Back-up USB resulting from unqualified or unauthorised tampering or maintenance or mechanical damage caused by the TALKEY User or a third party, from neglecting care for the Token or the Back-up USB, from damage caused by Force Majeure, or for dysfunction caused by any of the circumstances specified in clause 12.5 of the T&C.
- 11.4. The TALKEY Product is based on the current technological standards, which means that it is not possible to develop a computer program that is completely free from flaws.
- 11.5. The dysfunction or limited functionality of TALKEY and/or the impossibility of encrypting or reading the content of e-mail does not constitute a defect of the TALKEY Product or the defect or loss caused by the TALKEY Product, if the same is caused, without limitation, by:
 - a. Incorrect use of TALKEY, Token, Back-up USB or e-mail client;
 - b. Unauthorised tampering with TALKEY, Token or Back-up USB;
 - c. Insufficient or non-existent Internet connection;
 - d. Incorrect or incomplete information provided by the TALKEY User to the user support personnel;
 - e. Virus infection of the TALKEY User's local network or Devices (spyware, malware, etc.), or a hacker attack or similar external attack;
 - f. Operating the TALKEY product using unfit hardware or hardware which is at odds with the currently recommended system requirements specified in the documentation or in the updated content of the Operator's Website;
 - g. Dysfunction or incorrect settings of the TALKEY User's hardware;
 - h. Leak or disclosure of Token access information to third parties;
 - i. Loss of or giving access to the TALKEY Key or Back-up USB or their content to third parties;
 - j. Reaching or exceeding the limits of the encryption algorithms used;
 - k. Operating the TALKEY Product alongside other vendors' programs that prevent it from working flawlessly. The Operator has no knowledge of such programs being in existence, but considering the technological development, the Operator cannot rule out that they will exist;
 - l. The fact that it does not work with hardware that is not commonly available at the time of its development or with hardware or an operating system that is not supported; or
 - m. Failure of third-party services that can affect the functioning of the TALKEY Product.
- 11.6. The Operator is not obliged to provide user support for, or to develop or maintain, older versions of the TALKEY Product.
- 11.7. The TALKEY User shall notify any and all complaints and suggested flaws of the TALKEY Product to the Operator through user support in the manner specified in Article 10 of the T&C.
- 11.8. The Operator is not responsible for certifying the identity of TALKEY Users, nor is this the purpose of the Service. The Service is neither an equivalent nor a complement to electronic signature under relevant legislation. Furthermore, the Operator is not responsible for the content of e-mail communication or for any consequences resulting from compromising such content as a result of using the Service.
- 11.9. The Operator is responsible for any loss caused to the TALKEY User as a result of culpable breach of the Operator's duties under the T&C; the Operator is only liable for the actual loss and not for any loss in the form of lost profit. The Operator is liable vis-à-vis the TALKEY User



for any loss within the meaning of this provision up to a maximum amount equal to twice the Purchase Price for the Licence Subscription during the Service Period when the loss occurs. The Operator is not liable for any indirect or consequential loss that has no direct causal link to a breach of its obligations under the T&C.

- 11.10. Furthermore, the Operator is not liable for any loss resulting from an extraordinary and unpredictable obstacle occurring independently of the Operator's will within the meaning of Section 2913(1) of the Civil Code (including but not limited to damage or destruction of the Service's encryption server as a result of a natural disaster, etc.). The liability is excluded only during the existence of such obstacle.
- 11.11. The Operator is not responsible for the content of the TALKEY User's files encrypted using TALKEY.
- 11.12. The Operator is not liable for the content of the communication between TALKEY Users for which TALKEY is used. The Operator's liability for the content of the communication is governed by Act No. 480/2004 on certain information society services.

12. LICENCING ARRANGEMENTS

- 12.1. By entering into the contract on the delivery of a TALKEY Product and by unwrapping the original packaging of a TALKEY Product contained in the shipment, or by downloading and installing the software version of a TALKEY Product, the Operator grants the TALKEY User a licence, i.e., the right to exercise copyright ownership rights to the Operator's software incorporated in TALKEY to the extent necessary for using the Service and for the purpose of these T&C, in the following scope:
 - a. The licence is granted as non-exclusive;
 - b. The scope of the licence in time is not restricted;
 - c. The licence is granted for consideration, the licencing fee being included in the price for the provision of the TALKEY Product or, as the case may be, in the price for the Licence Subscription if the Service Period is to be extended;
 - d. The scope of the licence in terms of quantity is restricted to the number of Tokens and the number of the e-mail address for which the Service was deployed for the TALKEY User.
- 12.2. The period during which the TALKEY User is authorised to use updated and new versions of TALKEY released by the Operator is limited to the Service Period. Once the Service Period expires, the TALKEY User is authorised to use the version of TALKEY software that the Operator released as the last during the Service Period for which the TALKEY User has paid the price of the Licence Subscription. The TALKEY User takes due note of the fact that the TALKEY software alone without the Service being provided does not allow for encrypting content.
- 12.3. The TALKEY User is not authorised to grant any sublicences to any third parties or to assign the licence to a third party. This provision is not to the detriment of the transfer of the licence as a result of legal circumstances involving the comprehensive transfer of rights and obligations to a third party (including but not limited to corporate transformations – mergers), provided that such circumstances include the transfer of the right to the e-mail address, to which the Service was provided, to the third party involved.
- 12.4. The TALKEY User is not under the obligation to use the licence. However, not using the licence does not constitute the right for the TALKEY User to claim the refund of any amounts paid for the licence.
- 12.5. The TALKEY User is not authorised to decompile the software or parts of it including the Middleware, or to otherwise process, translate, disseminate or alter the application, or decompile or disassemble the application except as authorised under Section 66 of Act No.

- 121/2000, the Copyright Act.
- 12.6. TALKEY utilises components (software libraries) licensed in the open-source mode and shareware under the following licencing terms and conditions:
- a. Qt (<http://www.qt.io/>)
 - b. OpenSSL (<http://www.openssl.org/>)
 - c. Outlook Redemption (<http://www.dimastr.com/redemption/>)
 - d. Cppcryptfs (<https://github.com/bailey27/cppcryptfs>)
 - e. Dokany (<https://github.com/dokan-dev/dokany>)
 - f. gocryptfs (<https://github.com/rfjakob/gocryptfs>)
 - g. macFUSE (<https://macfuse.io>).
 - h. FUSE-T (<https://www.fuse-t.org/>)
- 12.7. The Operator is responsible for the compliance of the provision of the software to the TALKEY User with these licencing terms, but is not responsible for the compliance of the subsequent handling of the software on the part of TALKEY Users with the licencing terms.
- 12.8. By unwrapping the Token and connecting it to the TALKEY User's Device, the Operator grants the TALKEY User a sublicense to use the Middleware exclusively for the purposes of establishing communication between the Token and the Device. The sublicense is granted to the person on whose computer the Middleware is rightfully installed (even if it differs from the TALKEY User). The original holder of the copyright ownership rights to the Middleware is its producer who has granted the Operator the right to disseminate the Middleware under these T&C. The Operator is responsible for the compliance of the T&C and the terms for granting the sublicense with the Middleware producer's licencing terms.
- 12.9. The sublicense to the Middleware is granted as non-exclusive and restricted in time to the duration of the Service Period; the TALKEY User is not authorised to grant sublicences for the use of the Middleware or to disclose it to third parties in any manner.
13. PERSONAL DATA PROTECTION
- 13.1 The Operator in its capacity as the controller of personal data that will be provided to it, without limitation, by TALKEY Users, undertakes to process such data in accordance with legislation, in particular with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR").
- 13.2 The Controller hereby represents that it has adopted the requisite technical/organisational measures with a view to preventing unauthorised or accidental access to the personal data of TALKEY Users; without limitation, it has secured all data repositories in accordance with the current security standards, implemented electronic means for the protection of data from the intrusion of third-parties, viruses and other malware, secured its premises from the intrusion of unauthorised persons, and implemented restrictions on access to data by means of access rights.
- 13.3. The terms and conditions of processing personal data are specified in more detail in a separate document, "Personal data protection policy", which includes the rights of TALKEY Users in connection with the processing of their personal data by the Operator. The Personal data protection policy forms an appendix to these T&C and is also published separately on the Operator's Website.



14. CLOSING PROVISIONS

- 14.1. Where the TALKEY User is an international entity, the legal relationship constituted by the contract or any other legal relationship originating in connection with the provision of TALKEY is governed by the Czech laws. At the same time, the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 14.2. These T&C form an integral part of the contract and the wording hereof is available to TALKEY Users on the Operator's Website at all times, and TALKEY Users are authorised to download and archive them for their purpose at any time. If a TALKEY User concludes multiple contracts with the Operator over time, each of such contracts shall be governed by the version of the T&C that was in effect at the time of concluding the specific contract, unless amended by the Operator in the manner specified in Article 16 of the T&C.
- 14.3. Should any provision of the T&C be invalid or ineffective for any reason whatsoever, this shall not cause the other parts of the T&C to become invalid or ineffective.

15. CHANGE IN THE BUSINESS TERMS AND CONDITIONS

- 15.1. The Operator has the right to unilaterally change these T&C to a reasonable extent, including, without limitation, due to changes in legislation, technological changes affecting e.g. the communication between the Operator and the TALKEY Users, the possibilities and methods for concluding contracts, and or due to the extension or change in the scope of the Services provided by the Operator.
- 15.2. If the Operator changes the T&C, it shall notify the TALKEY Users of this at least 30 prior to the effective date of the new version of the T&C in the form of an e-mail sent to their current e-mail addresses. The notice shall also include the wording of the T&C in the .pdf format or in another format that allows the text form of the T&C to be displayed and easily archived if needed.
- 15.3. The TALKEY User has the right to refuse the changes in the T&C in writing in the form of a letter sent to the Operator's address or in the form of an e-mail sent to the Operator's contact address. If the TALKEY User does not refuse the changes in the T&C, it is understood that they accept the new wording (new version) of the T&C by their first use of the Service after the effective date of the new version; the above applies only if the new version of the T&C was sent to the TALKEY User in good time.
- 15.4. If the TALKEY User notifies the Operator that they do not accept the new changes of the T&C, all legal regulations arisen between the Operator and the TALKEY User until that time shall be subject to the original wording of the T&C. In such a case, the Operator has the right to terminate the contract with a notice. OR: If the TALKEY does not agree with the change in the T&C, they have the right to refuse the changes in the T&C and terminate the relationship under the contract by means of a notice sent to the Operator within fifteen (15) days from the day when the TALKEY User was informed about the change in the T&C; such notice shall be written in the form of a letter sent to the Operator's address or in the form of an e-mail sent to the Operator's contact address. If the TALKEY User does not terminate the contract by means of a notice within the defined period, it is understood that they have accepted the new wording (new version) of the T&C with their first use of the Service after the effective date of the new version; the above applies only if the new version of the T&C was sent to the TALKEY User in good time.

This version of the Conditions takes effect on 10.05.2023.



Model: Notice of Withdrawal from an Off-Premises Contract

Addressee:
TALKEY a.s.
Hrušovská 3203/13a
702 00 Ostrava

Subject: Notice of Withdrawal from Contract

I/we hereby inform you (*) that I/we hereby withdraw (*) from the contract on the provision of a TALKEY Product.

.....
..... Date of contract conclusion (*) /date of receipt of a TALKEY Product (*)

.....
Date

Consumer's/Consumers' First name and surname
Consumer's/Consumers' address
Consumer's signature/Consumers' signatures

(*) Delete or add information as required.