

PROEBIZ Terms and conditions for placement in PROEBIZ BASE shared catalogue of suppliers

I. Definition of Terms and Conditions

The **PROEBIZ BASE service** is a shared catalogue of e-qualified suppliers using the **PROEBIZ TENDERBOX eAuction system** and it is provided at the base.proebiz.com website. The aim of the service is the upload of client data to a shared catalogue of e-qualified suppliers in a way that it can be used by users while setting up eAuctions and RFx - Inquiries. There is an additional service provided to the client that includes sending information about planned eAuctions and RFx - Inquiries, or announcements about public tenders in a selected product group where this is made available by the user or contracting authority.

In accordance with the terms and conditions the **client** is a self-employed person or a company that is authorized to conduct business in accordance with valid legal regulations and that wants to participate in eAuctions or RFx - Inquiries promoted by users or public tenders organized by contracting authorities and that is registered at the base.proebiz.com website, provides their personal data to be made public, and settles the registration fee (hereinafter referred to as the "**client**").

A **user** is a company or institution that uses PROEBIZ TENDERBOX software for eAuctions and RFx - Inquiries, and is allowed to make use of information from the PROEBIZ BASE shared catalogue of e-qualified suppliers while choosing a supplier. The user has commonly entered into a lease contract or a license contract to use PROEBIZ TENDERBOX software with the provider (hereinafter referred to as a "**user**").

A **contracting authority** is an entity that, among others, meets the conditions defined under section 4 subsection 1, letter e) 1., Act No. 134/2016 Col. on public tender, i.e. satisfies a need in the public interest that has no industrial or business nature (hereinafter referred to as a "**contracting authority**").

The **provider** of the service is PROEBIZ s.r.o., Masarykovo náměstí 52/33, 702 00 Ostrava - Moravská Ostrava, company identification number: 64616398, tax identification number: CZ64616398, registered in the Regional Court in Ostrava, section C, subsection 9176 (hereinafter referred to as the "**provider**") that provides clients registered at base.proebiz.com with services in accordance with these terms and conditions.

PROEBIZ TENDERBOX is a shared internet software platform that enables the carrying out of eAuctions and RFx Inquiries or other process steps while choosing a supplier.

A **public tender** results in a contract between a contracting authority and one or more suppliers, and its objective is the paid provision of supplies or services, or the performance of building operations.

A **supplier card** is data space in the PROEBIZ BASE catalogue which the client can use to insert additional information about their company, such as contacts, email addresses, references and information on

products with which the client wants to participate in eAuctions and RFx - Inquiries or public tenders while competing for a contract. In the supplier card there is a tool enabling the sharing of information with users about particular clients and their products.

The number of categories in which the client can be registered is unlimited. Categories can be customized in the supplier card. If the client finds out that they should be placed in another category, they have the right to join even after the registration. If the client finds out that they should not be placed within the given category, they have the option to leave that category.

II. Service Description

The objective of the service is the upload of data about the client to the shared catalogue of e-qualified suppliers in a way that it can be used by users while setting up eAuctions and RFx - Inquiries. The client can receive an additional service of being sent information about planned eAuctions and RFx - Inquiries or public tenders in a selected product group where this information is made available by a user or contracting authority. The service is charged in accordance with the price list found at base.proebiz.com. The PROEBIZ BASE service is an online application available via an ordinary web browser. The client can choose which version suits their requirements best.

The business relationship proper is explicitly between the user or contracting authority and the client.

If a client registers for a year or longer to use the PLUS or PREMIUM version, they can ask the provider for access to PROEBIZ TENDERBOX to carry out eAuctions or RFx - Inquiries. Details of this service will be sent to the client's email address on request.

III. Registration, Fee and Supplier Card Completion

Registration is carried out by the client or by the provider (with the consent of the client) using the online form at base.proebiz.com under the "Registration" link, or by telephone. All compulsory data must be submitted, and the client must submit accurate and truthful information. By sending the completed registration form to PROEBIZ BASE, the client confirms their agreement with the terms and conditions.

Upon obtaining the registration form, the provider asks the client to settle the registration fee for any paid services. PLUS registration can be purchased for a minimum of three months. PREMIUM services can be requested but their prices are determined on a one-time basis by mutual agreement. Immediately after obtaining the payment, the provider registers the client in the suppliers' register based on the data from the registration form while the client's contacts and data will be available to PROEBIZ BASE Users.

Furthermore, the provider asks the client to fill in the data on the supplier card. The extent of the supplier card information depends on the version and consists of additional, targeted information about the client and their product portfolio. The completion of the supplier card expands supplier opportunities when being searched for in PROEBIZ BASE. Complete and updated data in the supplier card will be taken into consideration during the automatic evaluation of suppliers in PROEBIZ BASE.

IV. Contract Period

The contract between the provider and the client is concluded for an indefinite period of time in free versions. In paid versions, the service is usually provided for a period of one year from the day that the total amount including VAT is credited to the provider's account. The paid version shall be provided for a minimum period of three months and a maximum period of five years on a one-time basis.

V. Payment Terms

The service provision fee is charged in accordance with the valid pricelist and is due within seven working days of the day that the client receives the request to settle the fee. The payment shall be transferred to the provider's bank account. The day of settling the fee is understood as the day that the fee is credited to the provider's account.

For payments in the Czech Republic – account number 6461639808/5500 (Raiffeisenbank, a.s., Ostrava).

For payments in Slovakia – account number 6461639808/5500 (Raiffeisenbank, a.s., Ostrava).

IBAN: CZ9655000000006461639808

SWIFT: RZBCCZPP

For payments in Poland – account number 79105010701000002360556837 (ING BANK SŁĄSKI Spółka Akcyjna).

IBAN: PL79105010701000002360556837

SWIFT: INGBPLPW

In the case of payment via postal order, the client is obliged to send an email to the provider to inform them about settling the payment in such a way, otherwise the deadline for publishing in the catalogue as well as issuing and sending the invoice is prolonged by the terms of identification of payment on the part of the post office.

After the payment reaches the provider's account, the provider will send the invoice to the client's email address (as stated in the registration) within 10 working days. The client agrees with the issue and use of an electronic invoice and obtaining it at the email address stated in the registration. The invoice is supplied with a guaranteed electronic signature and fulfils all the necessary prerequisites for electronic transfer of documents in accordance with valid legislation of the Czech Republic.

If the client does not settle the service provision fee within the period agreed, they will receive an email or phone reminder from the provider with a request to settle the fee on an alternative date.

If the client fails to settle the fee on the alternative date agreed as stated above, the provider has the right to cease the provision of the service (*registration*) to the full extent.

VI. Publishing

The client's data will be published in the PROEBIZ BASE catalogue no later than three working days from the day that the fee is settled in accordance with article 5 of these terms and conditions.

The client agrees that the provider can suggest any adjustments to product or company description published in the PROEBIZ BASE catalogue.

The user and the client will use the space on the supplier card which allows the sharing of information to submit their comments, recommendations, references, or other information on a particular client. The provider reserves the right to monitor all information provided to be published, or suggest editorial revisions, or prevent the publication of any information that, in their view, is impolite or offensive.

VII. Provider's Rights and Obligations

The provider can withdraw from the service provision if the client:

1. Does not fulfil any articles included in these **terms and conditions**
2. Provides a third party with access codes to the PROEBIZ BASE catalogue
3. Provides a third party with information about eAuctions or RFx - Inquiries published by users.

In these cases the client does not have the right to claim back any fee, or part of any fee, paid before.

The provider does not guarantee the conclusion of business relations between users and clients that have published information about themselves and their products in PROEBIZ BASE.

The provider has the right to upgrade the PROEBIZ BASE catalogue without the necessity to communicate the fact to the client.

VIII. The Client's Rights and Obligations

After completing and sending the registration form, settling the registration fee and filling out the supplier card, the client is entitled to obtain information about eAuctions, RFx - Inquiries and public tenders.

The Client is obliged to keep the access code to the PROEBIZ BASE catalogue confidential and not to disclose information about eAuctions and RFx Inquiries published by Users to third parties.

The client has the right to withdraw from the service if the provider:

1. Does not publish their data in the PROEBIZ BASE shared catalogue within a period agreed without good reason.
2. Ceases to provide the service.

In these cases, the client has the right to claim back the fee on a pro rata basis.

After the end of the validity of the registration period in the PROEBIZ BASE catalogue, if the client does not explicitly ask for its deletion, their supplier card will be transferred to the free HANDSFREE version.

IX. Responsibility for Data

The client is responsible for the data they have provided the provider with to be published in PROEBIZ BASE supplier catalogue. The provider is not responsible for the data. If the client submits any inappropriate, false or vulgar information, or if their data contravenes accepted courtesy, or generally valid laws and regulations,

the provider has the right to withdraw from the provision of the service and refuse to publish the data in the PROEBIZ BASE catalogue. The provider will treat the information uploaded to the PROEBIZ BASE shared space by the client in the same fashion.

X. Personal Data Protection

The operator shall process personal data for purposes that are necessary for the performance and fulfillment of its legal obligations. For any other purposes personal data is subject to the terms and conditions for processing personal information listed under the registration.

Personal data are processed in accordance with Act No. 101/2000 Coll. On the Protection of Personal Data, as amended, and with the principles of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation).

XI. Other Agreements

If the Client's data or contacts change while the service is being provided, they are obliged to inform the provider at base@proebiz.com as soon as possible.

If any article of these terms and conditions is for any reason invalid or ineffective, it will not result in the invalidity or ineffectiveness of the terms and conditions as a whole.

Names, graphics and databases are subject to copyright and other ownership rights of the provider. Any use of the provider's copyrighted products as well as other copyrighted products accessible via the service and other related data, especially its reproduction, spreading, or providing to third parties is only possible with the prior explicit consent of the provider. Content in websites or emails is also subject to copyright.

The provider has the right to change these terms and conditions. The provider is obliged to inform the client about any changes and publishing of new terms and conditions. After any new terms and conditions come into force, the previous ones are not valid any longer.

The provider reserves the right to interrupt the function of server for a short period of time e.g. due to a breakdown, maintenance, or replacement of a part that influences the provision of the service.

The provider is not responsible for the interruption of service provision caused by third parties, intervention of force majeure, or malfunction of other suppliers' devices. The provider does not provide a guarantee for system protection.

Relationships between the contracting parties that are not covered in these terms and conditions are subject to the legislation of the country where the provider is registered.

These terms and conditions are valid and effective from November 16, 2022.