

General Terms of the Internet Server FILETRANSFER.IO (hereinafter referred to as the "Terms")

1. General Provisions

1.1. "**Provider**" of the Internet server FILETRANSFER.IO (hereinafter referred to only as the "Server") services is Palo Alto HiTec Solutions Czech, s.r.o., with its registered office at Trojická 1910/7, Nové Město, 128 00 Praha 2, Id. No.: 29132363, Tax Id. No.: CZ29132363, registered in the Commercial Register administered by the Municipal Court in Prague, Section C, File No. 202433.

1.2. "**User**" is a natural person or legal entity who uses the Provider's services on the Server.

1.3. "**Server**" is an array of technically and functionally interconnected hardware and software which serves for the provision of the User's access to the services, mainly through the web interface in the domain filetransfer.io.

1.4. "**Mail**" is a data file or multiple data files accessible on the Server through a link with a unique code.

1.5. The Provider and the User undertake to comply with these Terms.

2. Principle of the Service

2.1. The Provider provides the service of delivering (sending and receiving) Mails on the Internet through the Server or, respectively, it provides the User with technologies, software and memory space for data storage and download (hereinafter referred to only as the "Service"). Sending a Mail means saving it on the Server. The Server assigns a unique link to each Mail and through the link, the User may then download the Mail to its PC, mobile phone, tablet or any other similar device.

2.2. The Provider does not provide a long-term data storage service. Mails are stored on the Server only for a short term, solely for the purpose of downloading.

2.3. The basic version of the Service of sending and receiving Mails is provided for free. Premium services of the Server are provided at a fee, on the terms and conditions and based on the price list published on the Server website.

2.4. The Provider's or third parties' commercial communications and advertisements may be shown on the Server.

3. User's Rights and Obligations

3.1. For each individual case of the sending and receiving of a Mail, the User represents it is authorized to store the Mail on the Server and share it.

3.2. The User undertakes not to send such Mails (store, download and share data) via the Server which contain illegal contents or which are illegal to download, mainly if in conflict with Czech Law, EU Law or the law of the state from whose territory the User uses the Provider's services, or rather on whose territory the User stays. The User may not store, download or share mainly data

a) whose contents are protected by the Copyright Act, or whose downloading might breach copyrights or any other intellectual property rights;

b) which might provoke crime or the failure to perform obligations provided by the law, or which approve of a criminal offense;

c) which contain pornographic (sexually explicit) works that show or otherwise use children, or in which violent acts or disrespect to a person are manifested, or which present sexual intercourse with animals;

- d) which promote or support movements leading to the suppression of human rights and freedoms;
- e) which might incite hatred of any nation, race, ethnic group, religion, class or any other group of persons, or the restriction of the rights and obligations of their members;
- f) which contain untrue information about another person which might put the person's respect by fellow citizens at risk, mainly which might harm the person in his/her employment, disrupt his/her family relations or cause him/her any other harm.

3.3. The User may upload any advertisements or commercial communications in any form to the Server, i.e. mainly in messages for the Mail recipients and in comments to the Mails, only subject to the Provider's prior written consent.

3.4. Using the Server Services, the User shall be polite and keep good manners; the User mainly may not use vulgar titles of Mails, insert vulgar comments etc. The User may not state incorrect data about the contents of the Mails.

3.5. The User is fully liable for the contents of Mails which he sends and downloads or shares via the Server. The User is thus liable both for the contents of data of which he is the originator and for the contents of data obtained from other sources. The User hereby acknowledges that he is liable for all losses or other damages he might cause to the Provider or any other persons when using the Provider's services.

3.6. The User may not disrupt the Server operation; he mainly may not overburden the web interface of the Server with an excessive number of requests (use automated scripts etc.) or send any spam to the Provider.

3.7. The User undertakes not to put at risk the goodwill of the Provider and the Server.

3.8. If the User or any third party finds out that another user of the provided Services is breaching these terms or is committing any illegal acts, he is obliged to notify the Provider of the Services immediately via the form available on the website at <http://filetransfer.io/abuse>.

3.9. The User agrees that the Provider sends him, mainly in the form of a requested e-mail, commercial communications containing information about the offered services, or third parties' commercial communications or advertisements. The User may reject the sending of the Provider's commercial communications.

3.10. By storing the Mail on the Server, the User authorizes the Provider to automatically store and process the Mail.

3.11. If he uses the Premium Services, the User shall get registered by means of his e-mail address and a password.

3.12. The Premium Services are subject to a fee. The User may transfer the payment for the Premium Services to the Provider via payment card, SMS or the service ePlatba+.

3.13. If the User uses the service ePlatba+, he will be redirected to his bank's Internet banking through which he will transfer the payment for the Premium Services from his bank account. Money transfers under the service ePlatba+ are made through ComGate Payments a.s. account. The User acknowledges and agrees that ComGate Payments a.s. may disclose the User's processed personal information to third parties in connection with the provision of the service ePlatba+.

3.14. The User represents that the personal data he has provided are true and correct and that he provides all personal data voluntarily.

The User agrees with the processing of the personal data he has provided by the Provider and the Provider's employees in accordance with Act No. 101/2000 Coll., on Personal Data Protection. The User's personal data are processed for the purpose of the creation of a user database, the processing of payments of Premium Service users, advertising and marketing activities, sending commercial communications via electronic means of communication remotely and for statistical purposes for the

Provider's internal needs. The User agrees that the Provider discloses the User's personal data to ComGate Payments a.s. for the purpose of the processing of the User's payments.

The User grants his consent with the processing of his personal data concerning all data provided for the period of five years from the acceptance of these Terms.

The User represents that he is aware of his rights as provided by Act No. 101/2000 Coll., on Personal Data Protection, including but not limited to Sections 12 and 21 of this Act.

3.15. The User acknowledges that the Server websites may use cookies, small data files being stored in the User's computer for use with the User's web browser software. The cookies enable the User to access the Server services and to use its functions, such as the User's log-in function. By accessing the Server websites and adopting these Terms, the User agrees with the use of cookies. If the User does not agree with the storing of cookies, the User must leave the Server website and make the respective setting (disable cookies) in his web browser. Disabling of cookies may, however, distort the functions of the Server websites.

3.16. While providing the services, the Server uses the Google Analytics service provided by Google, Inc. (hereinafter referred to as "Google") which also uses cookies. Information about how the User uses the Provider's services obtained through cookies (including the User's IP address) will be transferred by Google and stored on servers in the U.S. Google will use such information for the evaluation of the Service use by the User, for production of the User's activity reports and for the provision of other services concerning activities at Filetransfer.io and the use of the Internet. Google may also provide such information to third parties if required by the law or if such third parties process the information for Google. Google will not connect the User's IP address with any other data it has available.

3.17. In the case of a dispute between the User and the Provider in connection with the provision of services, the User has the right (unless the dispute is amicably settled between the Parties) for an out-of-court resolution of a consumer dispute in accordance with Section 20d et seq. of Act No. 634/1992 Coll., on Consumer Protection, as amended. The entity for out-of-court resolution of consumer disputes in the sense of this Act is the Czech Business Inspection (Česká obchodní inspekce, www.coi.cz).

4. Provider's Rights and Obligations

4.1. In the case of the User's breach of these Terms, the Provider may block the User's access to the Provider's servers and block access from the User's IP address without any further ado.

4.2. The Provider may delete stored Mails or prevent the sending of Mails at any time, and he is not bound to inform the User of his reasons.

4.3. The Provider bears no liability for the contents of Mails or for Mails sent (stored on the Server) or received (downloaded) by the User. No right to Mails is assigned to the Provider.

4.4. The Provider is not bound to searching actively for any facts and circumstances indicating illegal contents of Mails.

4.5. The Provider does not perform any controls or special backups of Mails or any other data. The Provider is not liable for any losses or other damages which might be incurred by the User or any third party as a result of the incomplete storage or download of Mail, damaged Mail or as a result of mistakes or the unavailability of the Server services.

4.6. The Provider may place on the Server or send to the User via e-mail, commercial communications informing about the offered services, or commercial communications / advertisements of other natural persons or legal entities who have entered into a contractual relationship with the Provider.

5. Final Provisions

5.1. These Terms have been produced in the Czech language and any other language versions are produced for convenience only. In the case of any discrepancies between the language versions of these Terms, the Czech version shall prevail.

5.2. The communication between the User and the Provider is made exclusively electronically (via e-mail), except as otherwise provided in these Terms.

5.3. The Provider may amend these Terms at any time.

5.4. These Terms are governed by Czech Law.

5.5. These Terms enter into effect on 1 May 2016.