



# NTT eStore Terms and Conditions – NTT Czech Republic s.r.o

## 1 Introduction

- 1.1 These e-Store Terms and Conditions shall govern the sale and purchase of goods, arranging for licenses to use software, and maintenance/subscription of the manufacturer, and ordering of services (the „**Products**“) through the ecommerce platform NTT eStore (the „**eStore**“) operated by NTT Czech Republic s.r.o., whose registered office is at Milevská 2095/5, Prague 4, post code: 140 00, Id.No: 26175738, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, insert 77064 (hereinafter only „**NTT**“), and are binding and enforceable against every person that accesses or uses eStore, including all customers of NTT who register in eStore („**Registered Users**“).
- 1.2 eStore enables the Registered Users ordering of Products from NTT over the Internet.
- 1.3 By clicking on the “Place Order” button, i.e. by the Order placement (as described in Section 4.2 below), the Registered User acknowledges that he/she has become familiar with and agree to these eStore Terms and Conditions. At the same time, the Registered User also agrees that these eStore Terms and Conditions are valid and binding for the contractual relationship entered into through the eStore. Any other terms and conditions stipulated in the Order, or attached to it, shall not apply to the contractual relationship with NTT and NTT shall not accept such terms and conditions.

## 2 Use of existing agreements; inclusion of General Terms and Conditions of NTT

- 2.1 Should the Registered User have an existing and still current agreement with NTT, such as a framework agreement, or master services agreement, or similar, which terms apply to all orders placed by that Registered User by NTT (the „**Framework Agreement**“), the terms of that Framework Agreement shall take precedence over these eStore Terms and Conditions.
- 2.2 If there is no existing Framework Agreement, the following shall apply:
- 2.2.1 Sale of all goods, arranging for licenses and maintenance/subscription by NTT shall be governed by NTT General Terms and Conditions for Sale of Goods, which are available at the link below.
- 2.2.2 If providing of services, which are ancillary to a purchase of goods or licenses, such as installation or configuration works, is a part of performance by NTT, the rights and obligations of the parties shall be governed by NTT General Terms and Conditions for Deliveries of Equipment and Related services (projects), which are available at the link below.
- 2.2.3 If provision of maintenance services by NTT, i.e. services which are longterm or regularly repeating, is the subject of the performance by NTT, the rights and obligations of the parties shall be governed by NTT General Terms and Conditions for the Provision of Maintenance Services, which are available at the link below.
- 2.2.4 All the terms and conditions of NTT mentioned above are available at this website: <https://services.global.ntt/en-us/legal/terms-and-conditions>. If requested, NTT will send the applicable terms and conditions to the Registered User via email.
- 2.2.5 If these eStore Terms and Conditions contain provisions which are different or contrary to the provisions contained in the General Terms and Conditions specified above, these eStore Terms and Conditions shall take precedence for the orders placed in eStore. All the capitalized terms which are used in these eStore terms and conditions and which are not defined herein, shall have the same meaning ascribed to them in the applicable NTT’s general terms and conditions specified above.

## 3 Registration and eStore account

- 3.1 Orders in eStore (the „**Order**“) can be placed only by the Registered User, or if the Registered User is a legal entity, by its employee or statutory representative.
- 3.2 The registration in eStore shall be confirmed by NTT. The customer shall not be entitled to place Orders in eStore, unless the registration is confirmed by NTT.
- 3.3 Each Registered User has only one account in eStore. Use of the registration account by several persons is permitted. All the persons using the registration account of the Registered User must treat the access data for eStore as strictly confidential and must not disclose it to third parties (inside and outside the Registered User’s organisation).
- 3.4 By disclosing access data for eStore to any employee of the Registered User, the Registered User confirms that this employee shall be authorized to undertake obligations and act on behalf of the Registered User in the extent of the placed Orders.
- 3.5 If the access data for eStore is lost, misused or suspected of being misused, the Registered User must immediately change it and notify NTT.
- 3.6 Any Orders placed through the account of the Registered User in eStore shall be binding for the Registered User and NTT is not obliged to verify whether the Order was placed by a person authorized to act on behalf of the Registered User.
- 3.7 The Orders in eStore can be placed only by a Registered User, that is a entrepreneur, and only in connection to its business activities. eStore shall not be used by consumers and by use of eStore no rights or warranties shall apply, which are available to consumers when concluding agreements using means of distant

communication. The Registered User has neither the right to cancel an Order, which has been already placed, nor has it the right to return Products without a reason. If Products are returned without legal grounds, or the Product is not accepted without a legal ground, whereas the legal ground can be only delivery of the Product with defect(s) or delivery of a different Product than has been ordered, this shall not affect conclusion of the Contract and any payment obligations of the Registered User according to the placed Order.

- 3.8 The Registered User shall not be authorised to disclose Product information (such as product descriptions, prices, or delivery times), or other information, that can be accessed to in the eStore, to third parties.

#### 4 Formation of an agreement

- 4.1 The Product offerings in the eStore are considered to be offers for entry into a contract by NTT, according to § 1731 and the following of the Civil Code.

- 4.2 The Registered User bindingly orders the Products in eStore in the “shopping cart”. The order becomes binding for the Registered User by clicking at the “Place Order” button at the end of the ordering process. By clicking at the “Place Order” button, the Registered User accepts the offer for entry into a contract with NTT according to § 1740 and the following of the Civil Code, and the contract between NTT and the Registered User, subject of which is a delivery of the Products specified in the Order (the “**Contract**”), is hereby concluded.

- 4.3 After clicking on the “Place Order” button, NTT will provide the Registered User with a confirmation that the Order has been received in the electronic ordering system immediately on screen, and then by e-mail.

- 4.4 If for any reason it will not be possible to deliver Products by NTT according to the Contract concluded according to the preceding sections, NTT will contact the Registered User without unreasonable delay and agree with him/her changes to the Contract, or termination of the Contract and submitting of a new Order. If the parties do not agree on the changes to the Contract, or other way how to solve the situation, within fifteen (15) days as of the day of delivery of the notice by NTT to the Registered User, that the Products cannot be delivered, NTT shall be entitled to rescind the Contract, and shall not be liable for any damage or loss, which could be caused by such a rescission.

#### 5 Place and Time of Delivery

- 5.1 NTT shall deliver the Products at the earliest possible time.

- 5.2 NTT shall deliver the Products at the place specified in the order (the “Shipping Address”). If the place of delivery is not specified in the order, NTT shall deliver the Products at the registered office of the Registered User.

- 5.3 In the ordering process, the Registered User can also choose the place of the final installation (the “Eventual Address”). In such a case, NTT delivers the goods and/or licenses to software to the Shipping Address and the installation and other potential services will be performed at the Eventual Address.

- 5.4 If delivery of goods by NTT is a subject of the performance under the Contract (or a part of it), NTT shall send the goods to the Registered User to the Shipping Address through a carrier chosen by NTT. NTT shall fulfill its obligation under the Contract (or its part consisting in delivery of goods), i.e. handover the goods to the Registered User, by handing over the goods to the carrier for transportation to the Registered User, and shall enable the Registered User to enforce the rights arising from the transport agreement towards the carrier. Risk of damage to the goods shall pass to the Registered User upon handover of the goods to the first carrier for transportation to the Shipping Address. After handing over the goods to the carrier according to this Section, NTT shall issue a tax document (invoice) for the goods and shall send it to the Registered User. If a provision of services is a part of performance under the Contract, NTT shall issue the tax document (invoice) for this part of performance after provision of services is completed, i.e. after the Acceptance of the Work, as specified in Article 6 of the General Terms and Conditions for deliveries of equipment and related services (projects) - mentioned in Section 2.2.2 above.

- 5.5 If delivery of a digital content (software) by NTT is a subject of the performance under the Contract (or a part of it), NTT shall fulfill its obligation under the Contract and the performance shall be considered as delivered, when NTT (or directly the manufacturer) enables the Registered User to exercise the rights to software according to the license, i.e. enables the Registered User access to software and its use according to the license agreement. Consequently, NTT shall issue the tax document (invoice) and will send it to the Registered User.

- 5.6 If arranging for the maintenance/subscription of the manufacturer by NTT is a subject of the performance under the Contract (or a part of it), NTT shall fulfil its obligation under the Contract and the performance shall be considered as delivered, when NTT arranges for the maintenance/subscription for the period of time specified in the Order of the Registered User by the manufacturer. Consequently, NTT shall issue the tax document (invoice) and will send it to the Registered User.

#### 6 Payment Terms

- 6.1 The Registered User undertakes to pay the price for the ordered Products. The price shall be paid by bank transfer to the NTT’s account on the basis of the NTT’s issued tax document (invoice).

- 6.2 NTT sends the tax documents (invoices) electronically to the email address specified by the Registered User when registering in eStore. By creation and placement of the Order in eStore, the Registered User agrees to sending of tax documents (invoices) electronically.

- 6.3 The prices in eStore do not include VAT which shall be added according to applicable legislation.
- 6.4 Other payment terms and conditions are specified in the General Terms and Conditions of NTT applicable according to the Product ordered (as specified in Article 2 of these eStore Terms and Conditions).

## 7 Software and maintenance/subscription

- 7.1 In eStore the Registered User can order licenses to software and/or maintenance/subscription to such a software. NTT is not a manufacturer, or a owner/holder of the copyright to such a software, nor is it a provider of the maintenance/subscription for such software, and NTT only arrange for the licenses and/or the maintenance/subscription by the owner/holder of the copyright to such a software.
- 7.2 The use of any software, which is supplied to the Registered User under the Contract, shall be governed by the license terms that are supplied with such software and the Registered User shall comply with such license terms of manufacturer/copyright owner/OEM of the Software . The license agreement for the use of the software shall be established directly between the Registered User and the owner/holder of the copyright to the software. NTT shall not be a party to any license agreement regarding the software and so it shall not provide any guarantee or declaration concerning this software, including (but not exclusively) guarantees regarding ownership/authorship, use or operation of such software.
- 7.3 If requested, NTT will send the applicable licensing terms for software to the Registered User via email. The Registered User shall be obliged to comply with the manufacturer's licensing terms for the software.
- 7.4 Licenses to use software and/or maintenance/subscription to software are arranged for by the manufacturer for the specific Registered User only, and the Registered User shall not be authorized to further assign the licenses, or the right to receive maintenance/subscription, to any third party.
- 7.5 Maintenance/subscription to software are arranged for by NTT by the manufacturer always as of the date and for the time (period) specified in the Order, whereas the time (period) cannot be changed (shortened) later. Extent of the manufacturer's maintenance/subscription to software is specified in the conditions of the manufacturer, which are available in eStore. If requested, NTT will send the extent and conditions for the maintenance/subscription to the Registered User via email. If the Registered User orders together with manufacturer's maintenance/subscription to software also services of NTT, provision of such services shall be governed by NTT General Terms and Conditions for Provision of Maintenance Services (as specified in 2.2.3 above).

## 8 Liability

- 8.1 NTT's liability to the Registered User for damage caused by a breach of obligations arising from the Contract (including these eStore Terms and Conditions) or the law is limited to an amount equal to 100 % of the price of the Product supplied under the Contract. This restriction also applies to nonpecuniary damages which NTT might be obliged to pay by law and to compensation in special cases under Section 2920 et seq. of the Civil Code.
- 8.2 NTT shall be exempt from the obligation to pay compensation and shall not be required to pay damages if it shows that the damage occurred due to (a) an exceptional, unforeseeable and insurmountable obstacle independent of NTT's will (a Force Majeure Event), or (b) conduct by the Registered User or other third party beyond NTT's control, or (c) a lack of cooperation from the Registered User. Furthermore, NTT shall not be required to pay the Registered User or any third party for damage if any of the facts in paragraph 7.2. of the NTT General Terms and Conditions for Sale of Goods occurred.
- 8.3 NTT shall not be liable and therefore shall not be obliged to compensate for (i) loss of profit, revenues and income, (ii) loss of use or business interruption, (iii), lost business opportunities, unrealised anticipated savings and/or loss of goodwill, or reputation, (iv) loss or corruption of data, (v) any accidental, subsequent or other indirect damages or losses. This restriction shall apply regardless of the form in which the claim is made, whether it be a claim based on an obligation to pay compensation due to a breach of law or a breach of contract, and regardless of whether NTT was warned of the possibility of such damages or losses.
- 8.4 The above restrictions shall not apply to the obligation to (i) compensate for a loss on the death or injury of a person, or (ii) compensate for a loss caused intentionally or through gross negligence; or other obligation to compensate for a loss where the exclusion or restriction of this obligation would by law be invalid or unenforceable.
- 8.5 The Registered User and NTT shall be required to mitigate or reduce the impact of any losses, damages, fines, costs, expenses (including legal expenses) or other obligations and liabilities that may arise due to any breach of law or the contract.

## 9 Personal Data protection

- 9.1 The Registered User acknowledges and accepts, without the need for further notification or consent (unless required by applicable laws), that NTT may transfer (both domestically and cross-border) and disclose Registered Users's customer relationship management ("CRM") and other business administration data (including contact information for relevant Registered User personnel, User credentials, eStore registration account data etc.) to NTT's (and its Affiliates') personnel, subcontractors, and third-party service providers that have a need-to-know such information for the purposes of servicing the accounts with Registered User and

otherwise administering the performance of this Contract. NTT will process and maintain such CRM and other business administration data, including any Personal Data contained therein, in accordance with its Privacy Statement and applicable laws, provided that the Registered User remains solely responsible for obtaining any individual consents or authorizations that may be required in connection with the contemplated processing activities set out in this clause 9.1.

- 9.2 To the extent NTT's provision of any services under the Contract contemplates the processing of Personal Data on behalf of the Registered User, the data processing agreement in the wording at this link: <https://services.global.ntt/enus/legal/data-privacy-and-protection> (the "DPA") shall apply. The parties' respective rights and obligations in relation to any such Personal Data processing will be governed by the DPA, which is hereby incorporated into this eStore Terms and Conditions, and by submitting the Order in eStore the Registered User accepts also conditions of this DPA.

## 10 Final Provisions

- 10.1 These eStore Terms and Conditions are binding for the contractual relations arising by the use of eStore, as of their date of publication.
- 10.2 If the Registered User does not agree to the wording of these eStore Terms and Conditions, it is not entitled to place orders in eStore.
- 10.3 The Contract (including these eStore Terms and Conditions) shall be governed by and interpreted according to Czech law. When interpreting the Contract (including these eStore Terms and Conditions), the provisions of the law shall take precedence over trade practices maintained generally and in the specific sector.
- 10.4 Disputes in connection to the Contract that cannot be settled amicably shall be resolved by the Court of Arbitration attached to the Commerce Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with the Court of Arbitration's Rules. The arbitration tribunal shall comprise of three arbitrators and its award shall be final and binding. The arbitration proceedings shall be held in Prague, the Czech Republic, and shall be conducted in Czech.

These eStore Terms and Conditions are valid and effective from 1 September 2022.