

END USER LICENCE AGREEMENT (EULA)

of **VR LIFE s.r.o.**, Business ID: 074 60 481, with its registered office at Novinářská 1254/7, Mariánské Hory, 709 00 Ostrava, registered in the Commercial Register kept by the Municipal Court in Ostrava, Section C, Insert 75882 ("**Provider**") regulating the authorization of end users ("**User**") of the Provider's "VR Vitalis" application ("**Application**"). These end user license terms are called End User License Agreement or EULA ("**License Terms**").

1 INTRODUCTORY PROVISIONS

- 1.1 These License Terms govern in accordance with the provisions of § 1751 para. 1 of Act No. 89/2012 Sb., the Civil Code, as amended ("**Civil Code**"), the mutual rights and obligations of the Provider and the User related to the use of the Application by the User.
- 1.2 Acceptance of these License Terms by the User (i.e., by agreeing to them during the installation process or by launching the Application) results in the conclusion of a license agreement between the Provider and the User, with the content of such agreement being determined by these License Terms ("**Agreement**"). Acceptance of these License Terms is a condition for the User's use of the Application.
- 1.3 The provisions of these License Terms are an integral part of this Agreement from the moment of its conclusion.

2 SUBJECT MATTER OF THE LICENSE TERMS

- 2.1 The Application is provided to Users through a compatible hardware device designed to display virtual reality ("**Hardware**").
- 2.2 The application is used for virtual reality training purposes only. Users may use the Application to the full extent of its functions only if they agree to these License Terms.
- 2.3 Unless expressly stated otherwise, the Application for the purposes of these License Terms also includes all its official updates, repairs, new versions, etc. by the Provider.
- 2.4 The User may use the Application only if its use is made available by a person ("**Acquirer**") who is authorized to make the Application available to end users and for this purpose the Acquirer has concluded an appropriate contract with the Provider. In this case, the Provider does not charge the User any license fees for use. Otherwise, the use of the Application may be charged according to the Provider's current price list.

3 APPLICATION LICENSE

- 3.1 The application is protected as a copyrighted work.
- 3.2 Upon conclusion of the Agreement, the Provider grants the User the right to exercise the right to use the Application under the terms and conditions set forth below ("**License**").
- 3.3 The License is granted for the duration of the Agreement, but no longer than for the duration of the property rights to the Application. The license is granted for the territory of the Czech Republic.
- 3.4 The license is granted as non-exclusive.



- 3.5 Under the License, the User is entitled to use the Application only for limited purposes, methods, means and to the extent for which the Application is intended, in the form in which the Application is currently available through the Hardware.
- 3.6 The User is not entitled to interfere with the Application in any way, to process or modify the Application in any way, to change the name of the Application or its author, to merge the Application with another work or to include the Application in a collective work.
- 3.7 The User and the Provider exclude all legal licenses and free uses for the benefit of the User in relation to the Application, which can be excluded by agreement of the parties.
- 3.8 The User is not entitled to provide a sublicense to the Application to a third party. The User is not entitled to assign the License to a third party.
- 3.9 The User is expressly prohibited from publishing or allowing the publication of the Application so that third parties can copy or otherwise misuse it.
- 3.10 The terms and conditions of use of the Application set out in these Licensing Terms shall similarly apply to other intangible assets made available by the Provider within the Application (in particular graphics, texts, etc.).
- 3.11 The application contains software documentation (in particular manuals, safety conditions of use or other documentation, "**Documentation**"). The User is obliged to use the Application exclusively in accordance with this Documentation.

4 OTHER RIGHTS AND OBLIGATIONS

- 4.1 The Application is provided "*as it is*" and the Provider does not provide any guarantees for its functioning. The Provider makes reasonable efforts to make the Application functional. However, despite these efforts of the Provider, the Application may not always be fully functional, e.g., some of its functions may not be available.
- 4.2 Each User is entitled to contact the Provider for problems with the Application, especially in cases where the Application is unavailable or inoperable, via e-mail: info@vrlife.cz. The User is obliged to provide his/her identification and contact details, and to specify his/her request, in particular to describe the problem with the Application, and to state what he/she is requesting from the Provider. The Operator will inform the User about the receipt of the User's request and, if applicable, about the method and time limit for resolving the User's request by e-mail to the address from which the User contacted the Operator.
- 4.3 The Provider is entitled (but not obliged) to provide the User with access to a new version of the Application, either by enabling the download of the new version, e.g., via the Internet storage or by personally reinstalling it with the help of a person designated by the Provider. The Provider is also entitled to designate a new version of the Application as a mandatory update. In such case, the User is obliged to update the Application and replace the original version with a new version of the Application without undue delay in its Hardware, otherwise the Application may not be secure and/or functional. New versions of the Application provided by the Provider are an integral part of the Application and the License also applies to these new versions.



- 4.4 The costs of access to the Application and the operation of the Application are borne by the User (in particular the costs of the Internet connection and the costs of remote communication with the Provider).

5 PROTECTION OF RIGHTS, LIABILITY

- 5.1 The User agrees to use the Application only in accordance with the law and these License Terms. The User is not authorized to use the Application for any purpose or in any manner other than as set forth in these License Terms.
- 5.2 In particular, the User undertakes that:
- 5.2.1 he/she not interfere with the rights of third parties or the Provider when using the Application or as a result thereof,
 - 5.2.2 he/she will not tamper with the Application and will not attempt to gain access to the Application by any means other than through the designated access means and through the relevant interface, in particular will not reproduce or modify the Application in any way, decompile the Application and related source code and Documentation or otherwise interfere with the Application unless expressly authorized to do so in writing,
 - 5.2.3 he/she will not to use the Application in any other way that could damage it (including interference with the Hardware on which the Application is operational),
 - 5.2.4 he/she will not use the Application in any way that could harm it (including interference with the Hardware on which the Application is operated),
 - 5.2.5 he/she will not conceal, disguise or falsify his/her identity.
- 5.3 The User will not remove any indication of ownership, copyright, trademarks or other designation from the Application and/or the Documentation. The User may not seek to protect the name of the Application, use the name of the Application as a trademark, or other designations of the Provider and its products or services, or otherwise assert claims from such designations.
- 5.4 The User is obliged to inform the Provider without undue delay of any unauthorized use of intellectual property that has been made available to the User under these License Terms, without undue delay after becoming aware of these circumstances. The User agrees to provide the Provider with all required support and cooperation in the investigation and protection of these intellectual property rights of the Provider.
- 5.5 The User is obliged to take all appropriate measures to protect his/her data. The Provider is not be liable for the loss of the User's data and its recovery if such loss could have been prevented by fulfilling the obligation set out in this provision.
- 5.6 The Provider uses reasonable efforts in the development and operation of the Application to ensure the security of the Application and the information transmitted. However, the Provider is not liable for any breach of security of the Application and transmitted information that occurs independently of the Provider's will despite the reasonable efforts to secure the Application and information by the Provider.
- 5.7 The Provider may suspend the functioning of the Application to the User at any time if the Provider suspects that:



- 5.7.1 the User has violated these License Terms or legal regulations in connection with the use of the Application,
- 5.7.2 there are serious technical problems with the Application (in particular, serious security risks or other defects in the Application),
- 5.7.3 there are other material facts that may affect the performance of these License Terms.

6 DURATION AND TERMINATION OF THE AGREEMENT

- 6.1 The Agreement is concluded for the period during which the Purchaser has the right to make the Application available to the User.
- 6.2 The Provider is entitled to unilaterally terminate the Agreement if the User violates these License Terms.

7 PRIVACY POLICY

- 7.1 The Provider informs the Users about the processing of their personal data as an administrator in connection with the use of the Application through the document *"Information on the Processing of Personal Data"*, which is available for inspection on the Provider's website www.vrvitalis.cz ("**Website**").

8 COMMON AND FINAL PROVISIONS

- 8.1 These License Terms and the rights and obligations arising thereof are governed by the laws of the Czech Republic. Any disputes related to the Agreement will be resolved by the courts of the Czech Republic, specifically by the District Court for Prague 1. If a regional court has jurisdiction to resolve the dispute at first instance, then by the Municipal Court in Prague.
- 8.2 The Provider is entitled to supplement or change these License Terms at any time. This addition and/or change will be published within the Application and on the Website and information about this addition and/or change will be sent to each User via their contact e-mail address. On the effective date of the new version of the License Terms, the previous License Terms cease to be effective. If the User does not agree to the changes, the User has the right to terminate the Agreement at any time by deleting the Application from the Hardware or by refusing to consent to the use of the Application in accordance with the License Terms. If the User does not reject the new version of the License Terms, the new License Terms will automatically apply.
- 8.3 In the event that a dispute arises between the User, who is a consumer, and the Provider, which cannot be resolved by mutual agreement, the User - consumer may submit a proposal for out-of-court settlement of such a dispute to the designated body for the resolution of consumer disputes, which is:
 - 8.3.1 Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Business ID: 000 20 869, Internet address <http://www.coi.cz>. When resolving disputes between the Provider and the User under the Agreement, the online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> Internet address can be used.
- 8.4 These License Terms come into force and effect on 29 May 2023.

