Terms and Conditions of the Ekvio Service

Version 2026-11-07

In brief (the summary is for orientation only; the individual articles are binding)

- Ekvio is software. It helps you prepare supporting materials for remuneration, but we are not lawyers and remuneration is decided by the employer.
- You can use a free account without any commitment. A paid subscription is agreed for 12 months and renews automatically unless you cancel it no later than 30 days before it ends.
- Your data belong to you. We use them only to provide the service.
- Our liability for damage is limited to the amount you paid us in the last 12 months (Article 9).

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1. Introduction

1.1 These terms and conditions (the "Terms") govern the provision of the Ekvio service (the "Service"). The Service is provided by Jamteo s.r.o., company ID 30238056, registered office Moravská 1401/38, Vinohrady, 120 00 Prague 2, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 459475 ("we"). Contact: help@ekvio.cz.

1.2 We provide the Service only to businesses and other employers for the purposes of their business or other independent activity (the "Customer"). The Customer is not a consumer.

1.3 The contract for the provision of the Service (the "Contract") consists of the following documents. In the event of a conflict, they take precedence in this order:

(a) the Order, for a paid subscription;
(b) the Data Processing Agreement, in matters of personal data;
(c) the Terms for Accounting and Payroll Firms, if the Customer uses the Service for its clients;
(d) these Terms.

The Customer's own terms and conditions do not apply.

2. Conclusion of the Contract and the account

2.1 **Free account.** The Contract is concluded on registration in the application, during which the Customer accepts these Terms.

2.2 **Paid subscription.** The Contract is concluded when the Customer confirms the Order, by e-mail, in the application or by signature. Acceptance of the Order with an addition or a deviation is a new offer.

2.3 Whoever registers the account or confirms the Order declares that they are authorised to act on behalf of the Customer.

2.4 The Customer is responsible for whom it grants access to and for the conduct of its users as for its own. Login credentials are personal. The Customer will notify us of any misuse of the account without undue delay.

3. What the Service is and what it is not

3.1 The Service is software that prepares overviews, calculations and draft documents (the "Outputs") from the Customer's data and choices. Some drafts are prepared by artificial intelligence. Every such draft is marked and is reflected in the Outputs only after a user confirms it.

3.2 **We do not provide legal, tax or HR advice** and we are not a law firm. The Outputs are templates and supporting materials, not a legal opinion on the Customer's situation.

3.3 Decisions on the remuneration system, job groups, the amount of pay, remedying differences and on adopting and issuing documents are always made by the Customer. **The Customer checks the Outputs before using them, accepts them as its own and is responsible for their use.** For documents of a legal nature, in particular an internal regulation, we recommend a review by an attorney.

3.4 The Service is based on the bill amending the Labour Code (parliamentary print 300), which has not yet been passed. If it is passed in a different wording, later or not at all, this is not a defect of the Service and gives no right to a discount or a refund of the price. We will reflect changes in adopted legislation in the Service within a reasonable time at no extra charge.

3.5 We do not guarantee that the labour inspectorate, a court or another authority will assess the Customer's procedure or documents as compliant with legal regulations.

3.6 The Service evaluates jobs, not individual people. The Customer will not use it to decide on the pay, appraisal, hiring or dismissal of a specific employee or applicant.

3.7 We develop the Service continuously and may change its features and appearance. For a paid subscription, we will not substantially restrict the features the Customer has paid for during a paid Period.

4. Free account

4.1 A free account includes the features marked as free in the application. We provide them as they are, without any commitment to availability and without support.

4.2 We may change or discontinue the free features at any time. We will announce a discontinuation at least 30 days in advance.

4.3 The Customer may cancel a free account at any time. We will close an account that nobody has logged into for 24 months. We will notify the Customer by e-mail in advance.

4.4 For a free account, we are liable only for damage caused intentionally or through gross negligence.

5. Paid subscription

5.1 **Term.** The subscription is agreed for 12 months (the “Period”) unless the Order states otherwise.

5.2 **Renewal.** The subscription renews automatically for a further Period unless the Customer notifies us no later than 30 days before the end of the Period that it does not want it renewed. We may refuse renewal by notice given no later than 60 days before the end of the Period. At least 45 days before the end of the Period we will send the Customer an e-mail with the renewal date and the price for the next Period.

5.3 **Price.** The price is stated in the Order exclusive of VAT. It is fixed during the Period. We will announce the price for the next Period in the e-mail under clause 5.2. If we do not announce it, the existing price applies.

5.4 **Payment.** The price is paid for the whole Period in advance on the basis of an invoice payable within 14 days. In the event of late payment, we will first send a reminder with an additional period of 14 days. If the Customer does not pay within that period either, we will switch the account to read-only mode, in which the data can still be viewed and downloaded. After payment, we will restore full access by the following business day. If the Customer does not pay within 30 days of the account being switched, we may withdraw from the Contract. The Customer will pay the price for the time until withdrawal.

5.5 **Credits.** Features using artificial intelligence draw on an annual volume of credits according to the Order. The application shows the usage. Once the credits are used up, these features are not

available until the end of the Period unless the Customer buys additional credits. All other features remain available. Unused credits do not carry over.

5.6 **Refund of the price.** The price paid is not refunded. The exceptions are cases where these Terms expressly provide for a refund of a proportionate part of the price. A proportionate part means the price for the remaining paid time. We will refund it within 30 days.

6. Customer's obligations

6.1 The Customer enters into the application only data to the extent permitted by the Data Processing Agreement. In particular, it does not enter employees' names, birth numbers, addresses or health data. It does not write anything in text fields from which a specific person can be identified.

6.2 The Customer is responsible for the correctness and completeness of the data it enters and for having a legal basis for processing the personal data of its employees.

6.3 The Customer may not circumvent the security of the Service, copy the Service or its templates and methodology, obtain them by reverse engineering, make the Service available to third parties (except under the Terms for Accounting and Payroll Firms) or use it to develop a competing product.

6.4 In the event of a serious breach of this Article or a security risk, we may restrict access to the account, but only to the extent and for the time necessary. We will inform the Customer of this without undue delay.

7. Data and confidentiality

7.1 The data the Customer enters and the Outputs belong to the Customer. We use them only to provide the Service. We do not sell them and we do not use them to train artificial intelligence models.

7.2 We process employees' personal data as a processor under the Data Processing Agreement. We process the data of users and contact persons as a controller under the Privacy Policy.

7.3 We may compile aggregate statistics on the use of the Service (for example, the number of imports or the error rate) that contain no remuneration data and do not make it possible to identify the Customer or any person.

7.4 Both parties will keep the other party's confidential information confidential for the term of the Contract and for 3 years after it ends. This does not apply to information that is publicly available or that a party must disclose by law.

8. Operation and support of a paid subscription

8.1 We aim for an application availability of 99% per month. We do not guarantee uninterrupted availability. We carry out planned maintenance preferably outside working hours.

8.2 We provide support by e-mail at help@ekvio.cz on business days. We usually reply by the end of the following business day.

8.3 The Customer will notify us of a defect of the Service without undue delay. We will remedy the defect within a reasonable time. We will correct free of charge, or allow the Customer to generate again, an Output that is defective because of an error of the Service. **This is the Customer's main remedy for a defective Output.**

8.4 If the application is unavailable to the Customer for more than 5 consecutive business days for reasons on our side, the Customer may terminate the Contract with immediate effect and we will refund a proportionate part of the price.

9. Liability

9.1 We are not liable for damage arising:

(a) from the Customer's decisions on remuneration or from documents issued by the Customer;
(b) from incorrect or incomplete data entered by the Customer;
(c) from the use of an Output that the Customer did not check before use under clause 3.3;
(d) from a change in legislation or in its interpretation;
(e) from the conduct of the Customer's users or of persons who used their login credentials.

9.2 We do not compensate lost profit, indirect damage, loss of business opportunities or goodwill, or fines and other penalties imposed on the Customer by public authorities. In the event of data loss, we will restore the data from the last backup.

9.3 **The total compensation we provide to the Customer for all claims under or in connection with the Contract is limited to the amount the Customer paid us for the Service in the 12 months before the event from which the claim arose.** For a free account, clause 4.4 applies.

9.4 The limitations in clauses 4.4 and 9.1 to 9.3 do not apply to damage caused intentionally or through gross negligence, to harm to a person's natural rights, or where the law does not permit them.

9.5 The Customer declares that it had the opportunity to influence the content of this Article and expressly accepts the limitation of liability. The parties agreed on it with regard to the price of the Service and to the fact that remuneration is decided by the Customer.

9.6 Claims for damages under the Contract become time-barred after 1 year.

10. Termination of the Contract and data

10.1 Either party may withdraw from the Contract if the other party materially breaches it and does not remedy the breach within 30 days of a written notice. If the Customer withdraws for this reason, we will refund a proportionate part of the price.

10.2 We may terminate a paid subscription with a notice period of 3 months only if we are discontinuing the Service for all customers. We will refund a proportionate part of the price.

10.3 **Switching to another provider.** The Customer may at any time request switching to another provider or erasure of its data and thereby terminate the Contract. The notice period is 2 months. If a paid subscription thereby ends before the end of the Period, we will refund a proportionate part of the price reduced by an early termination fee equal to the price for the remaining part of the Period, but not more than the price for 3 months. After the notice period ends, we will continue to provide the Service and assistance with switching for no more than 30 days. We charge nothing for exporting data or for switching. Details of switching, the scope of the exported data and information on where the infrastructure is located are at ekvio.cz/prechod.

10.4 The Customer may download the Outputs at any time. On request, we will hand over an export of its data in CSV or JSON format free of charge within 10 business days.

10.5 After the Contract ends, the account remains accessible in read-only mode for 30 days. We then erase the data. They disappear from backups within a further 30 days at the latest. We keep only data we must retain by law, for example accounting records.

11. Intellectual property

11.1 The application, software, methodology, templates and the Ekvio name belong to us. For the term of the Contract we grant the Customer a non-exclusive and non-transferable licence to use the Service for its own needs.

11.2 The Customer may edit and use the Outputs and pass them on to employees, authorities and advisers without restriction, even after the Contract ends. For this purpose we grant it a free, perpetual and irrevocable licence. The licence does not cover offering the Outputs or templates to third parties as a stand-alone product.

11.3 We may list the Customer's name and logo among our references only with its written consent.

12. Changes to the Terms

12.1 We may change the Terms, in particular because of changes in legislation, in the Service or in security. We will announce a change by e-mail at least 30 days in advance. Earlier versions are published in the Archive of terms.

12.2 The Customer may reject the change before it takes effect and terminate the Contract for that reason. The Contract then ends on the day before the change takes effect and we will refund a proportionate part of the price. If the Customer does not reject the change, it is deemed to have accepted it.

12.3 The price for the current Period and the scope of the features paid for cannot be changed by this procedure.

13. Final provisions

13.1 The Contract is governed by Czech law. Disputes are decided by the Czech courts competent according to our registered office.

13.2 The parties communicate by e-mail. The written form is also met by e-mail, including for termination.

13.3 A party is not liable for failure to perform an obligation if it was prevented from doing so by an extraordinary and unforeseeable obstacle beyond its control (force majeure). If the obstacle lasts longer than 30 days, either party may terminate the Contract with immediate effect.

13.4 We may assign the Contract to a successor to whom we transfer the Service. The Customer will be informed in advance and may terminate the Contract with a refund of a proportionate part of the price.

13.5 The parties exclude the application of business customs (Section 558(2) of the Civil Code) and of Sections 1799 and 1800 of the Civil Code. The parties assume the risk of a change in circumstances (Section 1765(2) of the Civil Code).

13.6 If any provision is invalid, the others remain in force.

13.7 The point of contact for authorities and users under Regulation (EU) 2022/2065 (Digital Services Act) is help@ekvio.cz. We communicate in Czech, Slovak and English. Illegal content can also be reported to this address.

13.8 These Terms take effect on 7 November 2026.

This is a translation; the Czech version prevails.