

GENERAL TERMS AND CONDITIONS

1. Introductory Provisions and Contracting Parties

- 1.1. ELSORA Digital s. r. o. (hereinafter the "Operator") hereby issues, in accordance with the provisions of Section 1751 of Act No. 89/2012 Coll., Civil Code, as amended, the following General Terms and Provisions (hereinafter the "GTC") governing mutual rights and duties of contracting parties arising from a contract concluded by and between the Operator and the Customer for the services of rental of game servers (hereinafter the "Services") via on-line user interface at <https://tiligus.com>.
- 1.2. ELSORA Digital s. r. o. is registered in the Companies Register maintained by the Regional Court in Ostrava, Section C/86109.
- 1.3. The Operator of <https://tiligus.com> is ELSORA Digital s. r. o., ID No.: 10925961, with its registered office at Liboš 133, CZ-78313, Czech Republic.
- 1.4. Contact addresses for correspondence:
 - a) By post: Liboš 133, CZ-78313, Czech Republic;
 - b) By e-mail: tiligus@tiligus.com.
- 1.5. The Customer is a natural person to whom ELSORA Digital s. r. o. provides its Services on the basis of a purchase contract (hereinafter the "Contract") concluded in accordance with these GTC. These General Terms and Provisions shall govern mutual rights and duties of the Operator and the natural person (hereinafter the "Customer") which concludes the Contract outside their business activities as a consumer through the web interface available at the internet address <https://tiligus.com> (hereinafter the "User Interface").
- 1.6. These General Terms and Provisions do not apply to instances where the person intending to purchase the Services from the Operator is a legal person or a person which orders the Services as part of their business activities or the exercise of a self-employed activity. In such cases the Customer shall not be a consumer and shall not be covered by the consumer protection under these GTC and related legal regulation.
- 1.7. Contractual relationship between the Operator and the Customer shall be governed by the laws of the Czech Republic, in particular the Civil Code. In case of doubts or ambiguities due to variances in language versions of these GTC, the Czech wording shall always take precedence.
- 1.8. By finishing the order, the Customer expresses their unequivocal consent to, and understanding of, these GTC and any and all conditions relating to the Services ordered, as well as the content, specification, and price of the Services ordered in accordance with the Operator's offer.

1.9. By finishing the order, the Customer expressly asks the Operator to commence, prior to the elapse of the 14-day withdrawal period, the provision of the Services in accordance with the Contract concluded with the Operator, and at the same time, the Customer acknowledges and agrees that if the Customer receives digital content other than on a physical storage medium prior to the elapse of said period, the Customer shall not be entitled to withdraw from the Contract.

2. Customer Account

- 2.1. The Customer Account shall be created upon the Customer's registration in the User Interface on the website with domain name <https://tiligus.com>, by entering required data to the registration form.
- 2.2. During any and all acts associated with the Customer Account registration, the Customer shall only state correct and current data, and update said data without undue delay if any change in the data occurs.
- 2.3. Data entered by the Customer and saved in the Customer Account shall be regarded as correct when ordering any Services from the Operator.
- 2.4. The Customer acknowledges and agrees that if invalid data are entered when registering the Customer Account or the data are not updated as necessary, the Operator shall not bear any responsibility whatsoever for any damages of material, financial, or intellectual nature incurred by the Customer in consequence of this, and in such a case, the Customer shall not be entitled to claim any compensation from the Operator for such damages.
- 2.5. If the Operator finds out the Customer has specified clearly incorrect data when registering the Customer Account and the Customer fails to rectify the data even after being asked to do so by the Operator, or if the Customer breaches their obligations under these GTC, the Operator shall have the right to cancel the respective Customer Account.
- 2.6. The Operator shall have the right to cancel the Customer Account if unused by the Customer for a period exceeding 6 months.
- 2.7. Access to the Customer Account is protected by a username and password. The Customer shall maintain confidentiality about data allowing access to their Customer Account, while storing these data in a manner preventing access by any third parties. The Customer shall refrain from enabling the use of their Customer Account by any third parties.
- 2.8. The Customer must be at least 16 years old when registering their Customer Account, including the filling of personal data. If the registering Customer is under 16 years old, such registration must be approved by the Customer's legal guardian.

2.9. The Customer acknowledges that the Operator may, in certain cases like maintenance of hardware and software, temporarily, to the strict minimum of time necessary, limit the access to the Customer Account.

3. Conclusion of the Contract

3.1. The Customer can order the Operator's Services through their Customer Account.

3.2. The offer of the Services available on the Operator's website shall only be indicative and shall not constitute proposal on the conclusion of the Contract. The Contract may only be concluded upon placing the actual order by the Customer.

3.3. The website's User Interface contains information about the Services, technical parameters of the Services including the prices of the individual Services. The prices of the Services are specified as final including any and all related charges. The prices of the Services shall be valid throughout the period of their display in the User Interface. The Operator reserves a possibility to conclude a contract with the Customer under individually negotiated terms.

3.4. The Services shall be ordered by the Customer by filling and sending the order form available to the Customer in the User Interface. By sending the order, the Customer confirms the acquaintance with these GTC.

3.5. Prior to sending the order to the Operator, the Customer shall be allowed to check, rectify, and change data entered in the order, especially with respect to the possibility of rectifying errors made when entering data in the order. The Customer shall finish the order by clicking on the Order button. Acceptance of the order by the Operator shall be confirmed by sending an electronic message to the Customer's e-mail address specified in the Customer Account, while this order confirmation shall not be regarded as order acceptance.

3.6. In case of certain doubts or ambiguities, the Operator shall have the right to ask the Customer for additional order confirmation, either written or by telephone.

3.7. The Contract shall become valid upon the acceptance by the Operator of the Customer's due and complete order of the Services, and shall become effective on the day when the agreed and identifiable payment resulting from the Customer's order is received by the Operator's bank account or on the day when the Operator receives information about the Customer's payment as generated by the payment gateway system.

3.8. As soon as the Contract becomes effective, the Customer shall receive an e-mail message from the Operator about the release of the Services order to be used by the Customer.

4. Duration of the Contract

- 4.1. The Contract shall be concluded for a fixed term corresponding to the duration of the invoicing period chosen by the Customer in the order of the Services.
- 4.2. The Contract in the valid wording may be renewed for a new invoicing period for agreed, already existing Services under the condition of due payment of all liabilities by the Customer to the Operator and if approved by the Operator.
- 4.3. The Contract shall extinguish:
 - 4.3.1. By the expiry of the agreed Contract duration.
 - 4.3.2. By withdrawal from the Contract. Both Parties shall have the right to withdraw from this Contract for reasons specified in laws or in the Contract. If the Contract is concluded through distance communication means (i.e., remotely), for instance, by completing and sending an order through the Operator's User Interface, the Customer shall have the right to withdraw from the Contract within 14 (fourteen) days of the commencement of provision of the Services, without giving any reason and without any sanctions. If the Customer withdraws from a remotely concluded Contract within 14 (fourteen) days of conclusion, the Operator shall return to the Customer, without undue delay, but no later than 14 (fourteen) days since the Customer's withdrawal from the Contract is delivered to the Operator, any and all payments received by the Operator from the Customer under the Contract. The Operator shall return the payments using the same payment instrument which was used by the Customer to effect the payment for the ordered Services being terminated. The withdrawal from the Contract may be sent by the Customer to the Operator's e-mail address: tiligus@tiligus.com.
 - 4.3.3. By failure to pay outstanding debts in a due and timely manner.
 - 4.3.4. By termination of the Contract. The Contract shall be terminated at the end of the agreed invoicing period or at the end of the period of notice if specified in the Contract.
- 4.4. Termination of the contractual relationship shall not relieve the Customer of their duty to pay the Operator any and all amounts due arising from the Services provided until the termination of the contractual relationship, nor shall the Customer be relieved from the liability for any damages caused to the Operator.
- 4.5. If the Customer withdraws from a remotely concluded Contract for the provision of Services within 14 (fourteen) days of conclusion and the Operator has commenced the performance, based on the Customer' explicit request, prior to the elapse of the period for withdrawal from the Contract, the Customer shall pay an aliquot part of the price for the Services supplied until the withdrawal from the Contract.

5. Rights and Duties of the Operator

- 5.1. The Operator undertakes to provide the Services to the Customer in accordance with the Contract and/or the GTC.
- 5.2. The Operator shall have the right to require from the Customer any and all information necessary to verify their identity and legal capacity, both before the conclusion and throughout the duration of their contractual relationship.
- 5.3. The Operator shall have the right to suspend the provision of the Services or limit the availability thereof, especially under circumstances the nature of which precludes the provision of the Services under the Contract. Such circumstances may include, for instance, power outage, necessary maintenance of the network infrastructure, loss of telecommunications connection. The Operator undertakes to inform the Customer about any and all events that preclude the provision of the Services under the Contract by sending a Notification to the Customer's e-mail address specified when registering the Customer Account. The Operator shall not verify the reception of the Notifications or other messages by the Customer. The Notifications and other messages shall be deemed delivered to the Customer upon sending thereof by the Operator to the e-mail address or in writing to the Customer's contact address specified when registering the Customer Account.
- 5.4. The Operator shall not bear any responsibility whatsoever for any failure in the provision of the Services due to Force Majeure events or third party interventions. The Force Majeure events shall include, for instance, fire, flood, earthquake, wind, war. The third-party interventions shall include, for instance, hacking attacks, failures of third-party equipment.
- 5.5. The Operator shall have the right to temporarily suspend or limit the provision of the Services, at any time and to the extent necessary, without notice to the Customer, if the Services are used in breach of the Contract and/or the GTC. The Operator shall have the right to withdraw from the Contract, if the Customer, within 14 (fourteen) days of suspending or limiting the Services in accordance with the previous sentence, fails to remove the causes for which the provision of the Services was suspended or limited. The withdrawal shall take effect upon the delivery of the Notice of Withdrawal. The date of delivery of the Notice of Withdrawal shall be the date on which the Notice of Withdrawal is sent by the Operator to the Customer's contact e-mail address, while the Operator shall not guarantee delivery of the Notice to the Customer.
- 5.6. The Operator shall have the right to temporarily limit or suspend the provision of the Services, to the extent necessary, even without notice to the Customer, if the use of the Services in breach of the

GTC and/or the Contract jeopardises the functions or functionality of the Operator's or third-party equipment.

- 5.7. The Operator shall have the right to temporarily limit or suspend the provision of the Services, to the extent necessary, even without notice to the Customer, if the use of the Services in breach of the GTC and/or the Contract jeopardises or disrupts the operation of the Services and/or poses a risk of threats or destruction to saved data or consistency thereof.
 - 5.8. The Operator shall have the right to limit or suspend the provision of the Services on the basis of a court order.
 - 5.9. The Operator shall not bear any responsibility whatsoever for data published by the Customer on the Internet, or for data acquired by the Customer from the Internet. The Operator shall not bear any responsibility whatsoever for the content of data transferred by the Customer, and for the content of the server used by the Customer within the use of the Services.
 - 5.10. The Operator shall not bear any responsibility whatsoever for the occurrence of defects, failures, or malfunction of the Services, in part or in whole, if such defects or failures are caused by inappropriate and/or unauthorised use by the Customer or third parties.
 - 5.11. The Operator shall have the right, for imperative technical reasons, even without the Customer's consent, to change access codes, provided this is absolutely necessary for due provision of the Services.
 - 5.12. In relation to the Customer, the Operator shall not be bound by any codes of conduct within the meaning of Section 1826/1/e) of the Civil Code.
6. Rights and Duties of the Customer
- 6.1. The Customer shall be required to become familiar with these GTC prior to concluding the Contract and commencing the use of the Services.
 - 6.2. The Customer shall, upon each change and without undue delay, update their identification, contact, and invoicing details in the Customer Account. The Customer shall be responsible for any and all damages caused by failure to update the above details.
 - 6.3. By sending an order, the Customer agrees to these GTC.
 - 6.4. If the Services are bought and used by the Customer for the operation of the game Minecraft, the Customer automatically agrees to the license terms of Mojang AB available at: https://account.mojang.com/documents/minecraft_eula
 - 6.5. The Customer shall use the Services provided by the Operator in accordance with the laws and legal regulations valid on the territory of the Czech Republic.

- 6.6. The Customer acknowledges that they bear full responsibility for any and all information and content saved on the allocated virtual server as part of the use of the Services and that they administer and provide said Services within the meaning of Act No. 480/2004 Coll., regarding information storing.
- 6.7. The Customer shall only use the Services in accordance with these GTC, the Contract, and/or instructions given by the Operator, if any.
- 6.8. The Customer shall use the Services provided by the Operator in a manner not infringing any third-party rights.
- 6.9. By using the Services provided by the Operator, the Customer undertakes to refrain from the following, in particular:
 - 6.9.1. Any activities related to cryptocurrency mining.
 - 6.9.2. Activities inconsistent with the laws of the Czech Republic, European laws, and valid international treaties which are binding for the Czech Republic.
 - 6.9.3. Activities in breach of copyrights, industrial property rights, patent laws, or similar legislation.
 - 6.9.4. Activities which overload the Operator's or third-party servers, infrastructure, or technical equipment, including the use and dissemination of tools able to jeopardise Internet safety.
 - 6.9.5. Operate applications or scripts able to impair the Operator or a third party.
 - 6.9.6. Operate and/or disseminate harmful content through the use of the Services.
- 6.10. The Customer acknowledges and agrees that the Operator shall bear no responsibility whatsoever for any and all technical or other difficulties caused by the operating system and/or applications or data installed and/or loaded by the Customer to the virtual server for the Services used.
- 6.11. The Customer acknowledges that the Customer Account may not be available continuously, especially with respect to necessary maintenance of the Operator's and/or third-party hardware and software elements.
- 6.12. The Customer acknowledges that calls and other forms of communication between the Customer and the Operator may be recorded, registered, or otherwise monitored in order to enhance the Services.
- 6.13. The Customer shall bear full responsibility for the use of the Services and the purpose for which they use the Services, including any and all consequences arising from such uses and purposes.
- 6.14. By sending an order and/or concluding the Purchase Contract, the Customer assumes the risk of change in circumstances in accordance with Section 1765/2 of the Civil Code.
- 6.15. The Customer shall not be authorised to resell the Operator's Services to any third parties.

7. Complaints

- 7.1. Complaints shall be made in writing to the Operator's e-mail: tiligus@tiligus.com. The complaint must contain a detailed description of the defect under complaint.
- 7.2. Complaints are addressed within the 30-day period stipulated by law, unless agreed otherwise by and between the Customer and the Operator. The time limit for the processing of a complaint shall commence on the date when any and all documents necessary for the processing are supplied to the Operator.
- 7.3. Following the assessment of the complaint, the Operator shall settle the complaint as follows:
 - 7.3.1. The Operator accepts the complaint as valid, and provides a remedy.
 - 7.3.2. The Operator does not accept the complaint as valid.
 - 7.3.3. The Operator shall inform the Customer by e-mail about the method of settling the complaint.

8. Payments

- 8.1. The Operator shall ensure timely notification to the Customer about the demand for payment by displaying information for the payment in the administration User Interface of the Customer Account or by sending a Payment Request to the Customer's contact e-mail.
- 8.2. The Customer acknowledges and agrees that they are solely responsible for timely payment to the Operator, in the correct amount, using the correct payment reference number, and to the correct bank account.
- 8.3. The payment method shall be selected by the Customer in the order for the Services.
- 8.4. Any and all charges relating to the payment must be paid by the Customer, not the Operator. These include, for instance, charges relating to outgoing payments, charges for payments using on-line payment cards, charges for international payments.
- 8.5. The payment shall be deemed paid upon crediting to the Operator's bank account on the due date, identified with the correct payment reference number, and in the correct amount. If the payment does not fulfil these conditions, the Operator shall have the right not to commence the provision of the Services, or to limit, suspend, or terminate the provision thereof.
- 8.6. The Customer acknowledges and agrees that the Services ordered shall only be made operational after crediting the agreed and identified payment for the Services ordered to the Operator's bank account. If the payment for the Services ordered is not credited to the Operator's bank account within 30 (thirty) days of the date of demand for payment and/or the date of invoicing, the whole order shall be cancelled.

- 8.7. In the case of existing Services where the Operator offers prolongation, the Customer acknowledges and agrees that if the Customer fails to pay, in time and duly, the prolongation of the Services for another period, based on the demand for payment issued upon the prolongation order placed by the Customer, the Services shall be deemed terminated upon the elapse of the paid period and the Operator shall terminate the operation of the Services provided to the Customer.
 - 8.8. Upon the receipt of the Customer's payment in the Operator's bank account, the Operator shall issue a VAT invoice for the effected payment. The Customer acknowledges and agrees that the Operator shall send the VAT invoice to their contact e-mail and/or make the VAT invoice available in a suitable electronic format (such as .pdf) in the Customer Account administration. In this case, the date of receipt shall be the date when the VAT invoice is placed in the Customer Account. Sending the VAT invoice via e-mail or placing it to the Customer Account shall be accepted by the Customer as sufficient form of delivery.
 - 8.9. If the Customer does not use or no longer intends to use the Services previously made operational, they shall not be entitled to any return of previously made payments in favour of the Operator in relation to such Services.
 - 8.10. In case of termination of the Services or termination of the Contract during the invoice period, the Customer shall not be entitled to the return by the Operator of any amounts for the operation of the Services until the end of said invoice period, unless specified otherwise in the Contract or the GTC.
9. Changes to the Offer of the Services
- 9.1. The Operator shall have the right to change, any time and with immediate effect, the content, extent, parameters, conditions, and prices regarding the offer of the Services provided. Customer who has paid for the Services before the changes in the offer were made shall retain the conditions for the Services in the original extent throughout the period of the invoice period already paid.
 - 9.2. The Operator shall have the right to remove, any time, any Services from its offer in their entirety, while the Customer who uses the Services shall be allowed, if technically and economically feasible, to use the Services in the original extent for a certain period of time, and the Customer shall have the right to agree with the Operator transfer of such Services to other Services according to the Operator's current offer. Upon removal of certain Services from its offer, the Operator shall have the right to ask that the Customer change such Services for other Services according to the Operator's current offer and as of a certain date, after which the original

Services shall no longer be operated. If the Customer fails to change the Services used based on this call, the Customer shall not be entitled to the refund of payments made in relation to the use of the original Services.

- 9.3. The Operator shall have the right to apply, any time, so-called Promotional Offer for any Services provided as part of its standard offer. The Promotional Offers may include, for instance, time-limited provision of new Services at promotional prices, time-limited price or technological preferences for existing Services, free-of-charge provision of additional Services, etc. Any Services agreed by and between the Customer and the Operator within the Promotional Offer shall be governed by the published Promotional Offer conditions throughout the period specified by the Operator. Entitlement to receive preferential conditions under the Promotional Offer shall not be valid for the Services ordered or established before the publication of the Promotional Offer and the Services ordered after the expiry of the Promotional Offer. The Operator shall have the right to terminate, prolong, or change specifications of the published Promotional Offers, any time and without compensation.

10. Processing of Personal Data

- 10.1. The Customer's personal data shall be processed by the Operator only in the extent necessary for the performance of the Contract and/or as part of acts necessary for establishing the Customer Account by the Customer, or, where appropriate, to implement measures adopted prior to concluding the Contract and/or as part of the Operator's marketing campaigns. Furthermore, the Operator shall process data necessary to comply with legal obligations and legislation, for instance, the tax act, the accounting act, etc.
- 10.2. The Operator hereby declares that personal data provided by the Customer shall be regarded as confidential.
- 10.3. If necessary to ensure the performance of the Contract, the Operator shall have the right to share necessary personal data with third parties.
- 10.4. The Customer hereby gives consent to the Operator to process and collect personal data for the purpose of performance of the Contract and use thereof for marketing purposes (in particular, commercial communications, SMS, telemarketing), unless a written letter of objection to the processing is sent by the Customer to the following address: ELSORA Digital s. r. o., Liboš 133, CZ-78313, Czech Republic. Such written letter of objection may also be sent in electronic form.

10.5. The Customer hereby gives consent to the processing and storing of their personal data in accordance with Act No. 110/2019 Coll., as amended, and in accordance with Regulation (EU) No. 2016/679 on the protection of natural persons with regard to the processing of personal data.

10.6. The Customer shall have the right to access their personal data and the right to the rectification of their personal data, including the right to require clarification and removal of incorrect state.

11. Personal Data Protection

11.1. Information obligation towards the Customer within the meaning of Article 13 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) (hereinafter "GDPR"), regarding the processing of the Customer's personal data for the purposes of performance of the Contract, for the purposes of negotiations about the Contract, and for the purposes of performance of the Operator's public-law obligations, is fulfilled by the Operator by means of a special document.

12. Resolution of disputes

12.1. Alternative resolution of consumer disputes under concluded purchase contracts shall be effected by the Czech Trade Inspection Authority, based at Štěpánská 567/15, CZ-12000 Prague 2, Czech Republic, ID No.: 000 20 869, website: <https://www.coi.cz/en/information-about-adr/>. The on-line dispute resolution platform at <https://ec.europa.eu/consumers/odr> may be used for the resolution of contractual disputes between the Customer and the Operator.

12.2. The European Consumer Centre Czech Republic, based at Štěpánská 567/15, CZ-12000 Prague 2, Czech Republic, website: <https://www.evropskyspotrebitel.cz>, shall be the point of contact in accordance Regulation (EU) 524/2013 of the European Parliament and of the Council of 21 May 2013 on on-line dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).

12.3. Any and all disputes arising from the relationship between the Operator and the Customer shall primarily be resolved by conciliation. If settlement cannot be reached, any and all disputes arising from and in connection with this relationship shall be definitively resolved by ordinary courts of the Czech Republic. Jurisdiction of courts of other countries is excluded.

13. Final Provisions

- 13.1. The valid GTC are published on the Operator's website (<https://tiligus.com>).
- 13.2. If the contractual relationship contains an international element, the Parties hereby agree that the relationship shall be governed by the Czech law. The selection of applicable law according to the previous sentence does not deprive the Customer, who is the consumer, of protection provided by legal provisions which cannot be derogated from by agreement and which should otherwise be used where the choice of law is not stipulated, in accordance with the stipulations of Article 6/1 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008, on the law applicable to contractual obligations (Rome I).
- 13.3. If any provision of the GTC is or becomes invalid or ineffective, such provision shall be replaced by a provision the meaning of which is as close as possible to the invalid or ineffective provisions. Invalidity or ineffectiveness of one provision shall not affect the validity of the remaining provisions.
- 13.4. The Customer agrees that the Operator shall have the right to make changes to the GTC any time during the provision of the Services. The Operator and the Customer hereby agree that changes to the GTC shall be announced by the Operator via Notification. If a significant change to the GTC is announced and notified, which the Customer regards as impairment, the Customer shall have the right to terminate the Contract in accordance with Section 5.3. above, within 30 (thirty) days of sending the Notification. Otherwise, it shall be deemed the Customer has accepted the changes.
- 13.5. In case of conflict between the provisions of the Contract and the provisions of the GTC, the provisions of the Contract shall prevail.
- 13.6. These GTC shall come into force and effect on 1 September 2021.