

Assisted setup Service Terms of Contract

These terms of contract provide for the relationship of Assisted setup service providing between

till3am s.r.o.

IČ 60193336, DIČ (VAT) CZ60193336, Brno, Židenice, Šámalova 1130/62, Post Code 61500, Czech Republic, recorded in the Commercial Register of the Regional Court in Brno, Section C, File 75655.

hereinafter referred to as **the Provider**

and

the User

These terms of contract extend the General Terms and Conditions that are available at: <http://juicyfolio.com/terms>.

In order to make a contract in accordance with these terms of contract, a means of long distance communication can be used. By sending the order, the user agrees with the commitment to these conditions as if they were signed in written form.

1. Assisted Setup service

1. The Assisted setup service is a one-time setting and configuration of website created via the JuicyFolio service by the Provider as per the User's instructions.
2. The service mainly contains:
 - Consultancy of choice of the most suitable design within the JuicyFolio service.
 - Consultancy of preparation and choice of the most suitable structure of a website created within the JuicyFolio service
 - Providing trial versions of chosen designs
 - Providing support to train the User to achieve proficiency with the JuicyFolio service. Changes of settings available in the service administration and of settings available to the Provider only
 - Changes and adjustments of user CSS styles in range that is possible within the service.
 - Exchanges of graphic design elements which are a part of the chosen graphic design (template) for elements supplied by the User. Those are mainly logos, icons, graphic backgrounds or patterns and similar elements.
 - Small modifications of graphic design files supplied by the User in order to use them within the service.
3. As an addition to the Assisted setup, the Provider provides a full version of the JuicyFolio service, the portfolio plan, free of charge for a year.
4. Extent of provided service within the Assisted setup service is determined by the Provider.
5. Websites created within the Assisted setup service can be used only with an active full version of the JuicyFolio service.
6. Websites created within the Assisted setup service cannot be used if the User terminates the JuicyFolio service or if the service is terminated. In that case, the website is cancelled and if the User wishes to reactivate the JuicyFolio service, the website has to be recreated. Repeated website creation is charged a standard price for the Assisted setup service in accordance with a valid price list.
7. Website created within the Assisted setup service cannot be transferred to another system or

application.

8. The Assisted setup service does not comprise of creating new functions, designs, functional modules or other elements that the JuicyFolio service standardly does not include.

2. Implementation of Assisted setup Service

1. The User informs the Provider about his requirements for the resulting look and workings of the website created by the JuicyFolio service.
2. The Provider appraises whether the User's requirements meet the extent of services provided within the Assisted setup service.
3. The Provider chooses a suitable template and creates a trial version of the website for the User.
4. The Provider performs adjustments of settings and configuration of the website trial version.
5. The trial version is available to the User during adjustment, so the User can check their progress.
6. After finishing all settings and configuration of the website, the Provider sends to the User's contact e-mail a website address along with the information that the requested settings and configuration were performed.
7. After the User approves of the website look or after 14 day period lapses since the information about performing requested adjustments and settings, the Provider switches the website from the trial version over to the full version.

3. Service Price, Terms of Payment

1. The Assisted setup service is provided for a price that is in accordance with the valid price list available at <http://www.juicyfolio.com/prices>.
2. The price for the Assisted setup service is a one-time payment.
3. The price for the Assisted setup service must be paid before the start of service implementation.
4. As an addition to the Assisted setup service, the Provider provides a full version of the JuicyFolio service, the portfolio tariff, free of charge for a year. After this period expires, the User is obliged to pay regular fees for the JuicyFolio service in accordance with a valid price list. This User must pay on due payment day at the latest on the basis of an billing advance notification or a sent invoice. The due date is indicated on the invitation to pay or the invoice.
5. The User is not entitled to be refunded the fee for the service if implementation of the Assisted setup service had already started, in accordance with article 2.4

4. User's Rights and Responsibilities

1. The User must supply the Provider only with materials that are the User's own creation or to which he has author's or literary executor's consent to use.
2. The User is obliged to respond to the Provider's questions and queries sent on the User's contact e-mail without unnecessary delay
3. The User is entitled to add to requests during the Assisted setup service implementation. The User bears in mind that in that case, the Provider decides about the extent of provided service. If the Provider decides that these requests exceed the extent of provided service within the Assisted setup service, the Provider has a right to decline to perform these requests or to request further payment.

5. Provider's Rights and Responsibilities

1. The Provider must inform the User about an impossibility of implementing requested adjustments or settings within the Assisted setup service .
2. The Provider is entitled to decline a service implementation or to discontinue implementing a service without giving any reasons. In that case, the Provider will refund the User with the full price for the service.

6. Final Agreements

1. These conditions are valid from 1st June 2013.
2. This contract conforms to the laws of the Czech Republic.
3. These Terms of Contract are an addition to the General Business Conditions which are also binding for the User.
4. The Provider reserves a right to change these terms of use due to his needs and consideration. The terms of use are binding in the present wording and are available at <http://juicyfolio.com/terms>
5. Prices and parameters of services are in accordance with a valid price list available at <http://juicyfolio.com/prices>
6. By ordering a service, the User confirms that he/she is aware of these terms of contract and agrees with it in its wording and accepts it in full extent.