General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as GTC) establish the relationship for 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

In order to make a contract in accordance with General Terms and Conditions (hereafter referred to as GTC) 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.

By sending the order, the User agrees to follow the GTC in full extent. The User can send the order by filling in a form on the Provider's website, by e-mail or by phone. In all cases, the User must provide a **contact e-mail address**, which will serve as a means of communication with the Provider. All the communication between the user and the Provider will be directed to this e-mail address.

The contractual relationship arises into existence in accordance with the GTC on the basis of the provider confirming the User's order. Confirmation is understood to also be sending details for payment for ordered services or activating services.

The Provider reserves a right to change these GTC due to his needs and consideration.
The terms of use are binding in the present wording and are available at http://juicyfolio.com/terms

Prices and parameters of services abide the valid price list available at http://juicyfolio.com/prices

1. Service

1. „JuicyFolio" service (hereinafter referred to as the service or JuicyFolio) serves for creating, maintaining and operating websites optimise for the presentation of creative work.
2. The service includes webhosting (a place for placing User's data on a server) non-exclusive license for JuicyFolio application for creating and maintaining of websites (hereinafter referred to as the application, designs (hereinafter referred to as templates) for websites, settings for directing user's domain.
3. Websites created by the service are available at http://demo-something.jftrial.com (a third-level domain, address is assigned by the Provider, hereinafter as trial address) or at the User's domain www.something.com and http://something.com (a second-level domain, hereinafter as trial domain).
4. The service is primarily designed for ateliers, photographers, graphic designers, artists, illustrators, architects and other creative professions and serves as a medium for presenting their work.

5. The service is not designed for websites with heavy traffic, photo archives, websites designed for downloading or selling multimedia content.
6. The service does not serve as backup or data storage.
7. Website and its content administration are available at http://demo-something.jftrial.com/admin or at the user's domain http://something.com/admin. Alternate means of administration are not possible.
8. The service does not support access and administration via FTP protocol.
9. The service is provided exclusively at the provider's servers.
10. Administration and operation of e-mail accounts is not included in the service.
11. The Provider also offers domain registration and additional services which can be ordered in addition to the chosen variant of the service. The conditions of providing these services are established in individual business conditions available at http://juicyfolio.com/prices and extend these conditions.

2. Variants of service

Trial Version
A trial version of the service is available at a trial address and serves for purpose of the User's evaluation of the service. The trial version can also be used for adjusting and setting a website before the transition to a paid version. The Trial version is provided for the period of 14 days for free, this period can be prolonged by the Provider.

Full Version
The full version of this service is available at a domain chosen by the User (hereafter as active domain). The User chooses the domain when ordering the service. The User must set the records as the provider instructs. The Provider creates a record for this domain at his servers and thus ensures user's website availability via a service at an active user's domain. The full version of the service is paid. Parameters and service prices are listed in a price list at http://juicyfolio.com/prices/

3. Service Duration and Termination

1. In the case of full version, the contract is made for an indefinite period of time.
2. The contract can be terminated by cancellation by either of the sides without giving any reason. The contract is terminated at the end of the current settling period or when the three-month termination period elapses. The termination period starts running the first day after receiving the contract cancellation by the other side. The cancellation might be send by contact e-mail.
3. The trial version can be terminated immediately either by the users or at the Provider's request, or by the decision of the Provider.
4. Trial version is terminated after 14 days from when the service was activated, unless the trial period was prolonged. In that case, the service is terminated after the period for which it was prolonged lapses, or on basis of Provider's decision.
5. The Provider has a right to terminate service providing immediately when these situations arise:
   – The User is past due payment of an invoice for more than 14 days.
   – The User gave incomplete or untrue information when ordering the service.

– User's contact e-mail is not functional for more than 30 days. The Provider can verify e-mail functionality whenever he sees fit by sending an authorization e-mail,

– The User cancelled domain record settings directed towards Provider's domain at the active domain,

– The website content is against the laws of the Czech Republic,

– The website content is against good morals,

– The User uses the service in breach with service purpose

– The User breaches the GTC,

– The User tries to breach server or application security or tries to gain unauthorized access to provider administration or to service administration of other users or tries to gain unauthorized access to source codes, configuration, databases or information about the service architecture,

– The User tries to disrupt service operation (mainly by means of DDOS attacks),

– The User uses the service for sending spam or spreading illegal content.

– The User promotes his/her website operated by the service by sending SPAM.

– The User links websites whose content breaches laws of the Czech Republic or good morals. As for these websites, websites focused on gambling, using illegal substances, websites allowing to share illegal content, pornographic sites are mainly but not only considered.

6. In case of terminating the service, the Provider does not have to refund the prepaid sum for the unused period.

4. Service Fees, Payment Conditions

1. Trial version is provided for free
2. Full version of this service is provided for prices listed in the price list at http://juicyfolio.com/prices

3. The User must pay regular fees for their chosen service Plan in accordance with a valid pricelist. This must be done at the latest before the due payment day on the basis of an billing advance notification or an invoice.
4. Billing advance notification or invoice is sent to the user via the contact e-mail 10 days before the settling period to which this invitation to pay or invoice apply to. It can also be sent after the user dispatches the order.
5. If the User, while ordering the service, chooses a payment method which allows automatic payment deduction. The payment will always be deducted at the end of settling period or during this settling period.

5. Licence Agreements

1. The Provider, as a part of the service, provides a non-exclusive license for the JuicyFolio application and a non-exclusive license for using graphic design (template) within the service. Licenses are provided for the length of the service. Territorial extent is not limited.
2. The intellectual property remains as property of the Provider.
3. Licenses are intended for one website only.
4. The User does not have the right to give a sublicense or to transfer the licenses.
5. The Provider does not in any case provide JuicyFolio source codes. The User is not allowed to modify source codes with the exception of HTML and CSS codes used for formatting of

template graphic designs, thus meaning only those codes that are publicly accessible from internet browsers. The User can only modify HTML and CSS codes with tools that are part of the application in its administration, only to the extent permitted by them.

6. Copyright still belongs to its holders.
7. The User has a right to use the license only for the length of the service, to the extent given by these GTC and only in the manner that is not in breach the service purpose as specified in paragraph 1.
8. The User is not allowed to modify or hide trademarks of the provider, authors or literary executors.
9. The User must make every effort, that can be justly required, to ensure that no unwarranted distribution, using, access or modification of the JuicyFolio application happens, nor any other breach of rights of the provider's intellectual property.
10. The Provider has a right to place a visible logo of the provider or business service name in individual graphic designs, together with a link to a relevant website.
11. Within the service and the application, the Provider has a right to use libraries, plug-ins, frameworks and other software components distributed as Open Source, under relevant licenses.

6. User's Rights and Responsibilities

1. The User bears in mind that breaching of GTC might result in immediate contract cancellation.
2. The User has a right to place on the website only his/her own content, or content where the owner's or the copyright law executor's agreement is given.
3. The User has a right to modify website design (of the graphic design - template) with tools available in the application administration.
4. The User has a right to request activation of CSS editor tool. The User bears in mind that unprofessional editing of CSS styles can cause website defunctness and that he/she does the editing on his/her own responsibility.
5. The User has a right to request sending a backup of content which he/she loaded on the Provider's servers within the service usage. The User must pay for all expenses connected with sending the backup.
6. The User must refrain from conduct that is specified in article 3, Paragraph 5.
7. The User must use the service in accordance with its purpose and parameters as they were defined in article 1.
8. In case the user is not sure of the correct setting or using of the service, or with suitability of content he/she wishes to place on the website, he/she must query the provider about the right course of action.
9. The User must give full and true details while ordering services and must keep them up-to-date.
10. The User must keep his/her contact e-mail functional and ensure that only the User can access it.
11. The User must ensure that the content he/she publishes and service utilization does not breach the legal code of the Czech Republic or good morals.
12. The User must use a unique password when registering or changing password – a unique password is one that the User does not use for registering in other services – the User must secure this password from loss, theft or misappropriation.
13. The User must refrain from actions that might damage the good name of the Provider or other users of the service.
14. If the user passes the access details and password to service or application of third party to the Provider in order to set, configure or integrate them into the User's website, the User

must change this password immediately after the reason for passing the detail to the Provider lapses. The Provider does not bear responsibility for securing these access details and passwords. The Provider is not liable for damage caused by misuse of access details or passwords.

15. If the user passes password to any service or system, the User must immediately change it.
16. If the User's domain, that is not registered and administered by the Provider, is directed at a website created by the service, the User bears in mind that the Provider does not guarantee functionality nor correct setting of the domain, nor availability of websites at this domain.

7. Provider's Rights and Responsibilities

1. The Provider can send information related to the service, including business announcements in the sense of law No.480/2004 Coll., in the wording of later legislations.
2. The Provider is hereby obligated to procure operation of the service in accordance with its purpose and characteristics.
3. The Provider does not guarantee a 100% availability of the service.
4. The Provider provides the user with access to administration of the website within the service. Access details are comprised of an e-mail address and a password, which the User chooses when ordering the service.
5. The provider provides the User with a non-exclusive license of the JuicyFolio application and a non-exclusive license for the chosen design for the length of service duration.
6. The Provider does not guarantee design compatibility with web browsers or tools other than those that are at demo designs at http://juicyfolio.com/designs

7. The Provider will perform automatic application updates. These updates are free of charge and the Provider determines their frequency and extent. The Provider is not bound to notice the User about performing updates.
8. The Provider has a right to limit or suspend service operation if update performance or other operational reasons require it. That can be done without previous notice.
9. The Provider has a right to list the User's website in a letter of reference, including website screenshots.
10. The Provider has a right to actively inspect website content to ensure it does not breach the GTC, even by using automatic tools.
11. The Provider has a right to enter into the User's administration in order to set, inspect, perform updates or solve customer requests. The Provider is not obliged to inform the User about entering the administration.
12. The Provider has a right to activate, use or implement service of a third party on grounds of the User's request The Provider can also offer activation, usage or implementation of the service to the User while solving their request. Among these services are mainly services for registration or operation of domains, link shortening, DNS records administration, redirecting, load distribution (CDN), creating or administration of forms or questionnaires, and payment tools. The Provider is not responsible for functionality, availability or compatibility of these services.
13. The Provider can store a backup of the User's data even after the service is terminated.

8. Limitation of liabilities

1. The Provider is not liable for damage caused by loss, damage or unauthorized modification of stored data and texts of websites created by the service.

2. The Provider is not liable for any damage caused by the User or other third persons in connection with utilizing the service, particularly but not exclusively/solely for lost profits, damage of a good name or reputation, HW or SW equipment damage.
3. The Provider is not liable for damage arisen from illegal activities of a third party – particularly DDOS attacks, data theft or loss, breach of server security, unauthorized access to database, spreading of spam and others.
4. The Provider is not liable for content published by Users within the service.

9. Agreement with Processing Personal Details

1. The User hereby agrees with collecting, storing and processing personal details that the User rendered the Provider with under the service ordering.
2. User hereby agrees with storing communication between them and the Provider, including audio recordings of communication with the Provider.
3. The Provider is entitled to use these details in order to create customer database, for promotion events, for statistical and analytical purposes, for processing in information and accounting systems.
4. The Provider is entitled to share these details with a third party, if need be while fulfilling the User's order.
5. The Provider is entitled to share these details with prosecuting authorities on grounds of their request.

10. Final Agreements

1. These conditions are valid from 1st August 2013.
2. This contract conforms to the laws of the Czech Republic.
3. By ordering service, the User confirms that he/she is aware of these GTC and agrees with its wording and accepts them in full extent.