

Terms of Use for the TPA HR Portal

Please read these TPA HR Portal Terms of Use (“**Terms**”) (“**Portal**”) carefully. They contain important information on the use of the services provided by us as the operator of the Portal (see Part I below) that we provide to you based on an agreement entered into between us and your employer (“**Agreement**”). By using the Portal, you agree to comply with these Terms.

I. Introductory Provisions

The operator of this Portal is TPA Tax s.r.o., ID no.: 261 26 851, with its registered office at Antala Staška 2027/79, Krč, 140 00 Prague 4, registered in the Commercial Register administered by the Prague Municipal Court, Section C, File 72491 (“**Contractor**”), which provides users (“**User**”) of the Portal a service in this way, the provision of which is obligatory based on the Agreement (hereinafter referred to as the “**Service**”).

II. Other Definitions

1. The **Service** includes the following services provided by the Contractor to the Users:
 - i) a service delivering electronic pay slips to the User;
 - ii) electronic personal questionnaire of User;
 - iii) approval of documents;
 - iv) electronic tax forms (Online taxpayer declaration, Online annual report request form);
 - v) a tool for direct communication between Users and Contractor;
 - vi) electronic document interchange;

III. User Rights and Obligations

1. The User is obliged to become acquainted with the Terms of Use for the Portal and their content prior to using the Service.
2. The Service may only be used in compliance with these Terms and relevant legislation.
3. The User expresses consent to these Terms of operation for the Portal implicitly by starting to use the Service.
4. The User acknowledges that access to his/her account in the Portal will be permitted based on entering a valid user name and password, sent to his/her email address by the Contractor. The User is obliged to change the password for the Portal regularly.
5. The User agrees to keep his/her access data to the Portal secret and not to disclose it to any third party.

IV. Processing the User’s personal data when providing the Service, use of cookies

1. When providing the Service, the Contractor will process the personal data of Users in the role of a processor.
2. The Contractor will always process users’ personal data in accordance with applicable legislation, in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, Act No 110/2019 on personal data processing, as well as in accordance with a written agreement on personal

data processing entered into between the Contractor and the controller of the personal data (the User's employer) and with the documented instructions from the personal data controller. Further details regarding the processing of the User's personal data by the Contractor can be found here <https://hr-portal.its-tpa.cz/assets/documents/privacy-policy.pdf>.

3. Detailed information on the use of cookies on this Portal can be found here <https://hr-portal.its-tpa.cz/assets/documents/cookies-eni.pdf>.

V. Rights and Obligations of Contractor

1. The Contractor provides the Service to the User free of charge in connection with a contract concluded between the Contractor and the User's employer.
2. The Contractor may change the provision of the Service or the Terms of use for the Portal, and is entitled to restrict, discontinue or stop the provision of the Service for any reason or without giving a reason. It shall inform the User of this fact in a suitable way well in advance. If terminating the User's employment, the provision of the Services to the User will be stopped and Users will no longer be allowed to access the Portal.
3. The Contractor is entitled to allow an authorised person designated by the User's employer with whom the Contractor has entered into an Agreement ("**Authorised Person**") to access the user accounts of individual users. The Contractor is not obliged to inform the User of such access by the Authorised Person to the user accounts of individual users.
4. The User acknowledges that, due to the nature of public access to the internet, the Contractor is not objectively able to ensure continuous and uninterrupted access to the Portal and/or its operation. However, the Contractor agrees to always endeavour to properly fulfil its obligations resulting from the Agreement in a timely manner.

VI. Duration of the Service

1. The Service shall be provided for the duration of the Agreement, or until the Contractor exercises its right pursuant to Article V(2) to restrict, discontinue or stop provision of the Service.

VII. Liability for Defects and Damage

1. The Contractor is not liable and gives no guarantees to the User for the continuous functioning of the Portal or continuous provision of the Service, nor for the speed of the connection.
2. The User further acknowledges that the Contractor is not liable for damage or other harm caused directly or indirectly by a breach of the User's obligations resulting from these Terms, intervention of third parties or circumstances excluding liability, temporary impossibility of the User to connect to the Portal, failure of third party equipment or another unavoidable event nor originating in the provision of the Service or causes not resulting from the provision of the Service, nor caused by the Contractor. Specifically, the Contractor is not liable in particular for damage caused by a cyber attack on the Portal or other equipment of the Contractor, nor for damage resulting from the equipment used by the User to access the Portal being infected with malicious code.

VIII. Final Provisions

1. The Contractor is entitled to unilaterally change these Terms of Use for the Portal. Any new terms shall be published on the Portal by the Contractor without undue delay.
2. These Terms of Use for the Portal become valid and effective on the date of publication, i.e. 30 December 2020.