

General Terms and Conditions of the services provided by Vienna Point a.s. (inter alia) on the website www.uphistory.com (hereinafter referred to as „the Conditions“)

1. General Provisions

- 1.1. These Conditions consist of the following parts, which together form an integral whole of the general terms and conditions for the services provided by Vienna Point a.s.:
 - 1.1.1. these General Terms and Conditions, which contain the basic rights and obligations of the Provider and the User and which refer to other parts of the Conditions (hereinafter referred to as the “General Conditions”);
 - 1.1.2. the principles of the protection of personal data, which govern mainly the rights and obligations related to the acquisition, administration and processing of the personal information of the Users (hereinafter referred to as “the Principles of Personal Data Protection”);
 - 1.1.3. the principles for User Content, which govern mainly the rules for permissible and impermissible User Content and/or Uploaded Files (hereinafter referred to as “the Principles for User Content”);
 - 1.1.4. the rules for notifications regarding illegal content, which set forth the requirements for notifications regarding illegal User Content (hereinafter referred to as “the Notification Rules”).
 - 1.1.5. In order to avoid any doubts, the Principles of Personal Data Protection, the Principles for User Content and the Notification Rules shall form an integral and binding part of these Conditions.
- 1.2. By virtue of registering and creating a user account, uploading a file to the Server, downloading a file from the Server or by virtue of any other use of the Services, you as the User agree to these Conditions and you pledge to adhere to the rules stated therein, including the Principles of Data Protection, the Principles for User Content, the Notification Rules and to all and any further rules and conditions these Conditions may refer to. If you do not agree with these Conditions do not pledge to adhere to them, you shall not be authorized to use the Server nor the Services provided through the Server.
- 1.3. Definitions. For the purposes of these Conditions, the following terms shall have the following meaning:
 - 1.3.1. “the Provider” of the Services of the Server is Vienna Point a.s., Company Registration Number: 26229269, Registered Office: Vídeňská 119, Brno 619 00, Czech Republic, entered in the Commercial Register administered by the County Court in Brno, Section B, file number 3433, acting within its business or other entrepreneur-like activity.
 - 1.3.2. “the User” is a natural or legal person that uses the Services provided by the Provider or that has registered on the Server. The Unregistered User, the Registered User and the VIP User are commonly referred to as “the User” in these Conditions.
 - 1.3.3. “the Server” is a set of applications, web interface and other functionally or technically related hardware and software that is used to ensure access to the Service for the Users and the provision of the Service, particularly through the domains www.uphistory.com.
 - 1.3.4. “the Service” represents a set of services provided by the Provider to the User, which involve in particular the storage of the content of information provided by the User in the sense of the provisions of Section 5 of Act no. 480/2004 Coll., regarding some services of an information company, as amended.
 - 1.3.5. “Uploaded Files” are (i) all and any files stored on (uploaded to) the Server by the User, (ii) all and any files copied on the Server by the User from files previously uploaded onto the Server by other Users and (iii) all and any servers copied onto the Server by the User through the Service from files stored on other servers and data storages. The Uploaded Files are stored on the

storage area of the Server by the Provider. Each Uploaded File can be identified by its unique URL address (e.g. https://www.uphistory.com/!xabAB12/jmeno_souboru), which consists of the name of the file and a unique alpha-numeric code.

- 1.3.6. "Private File" is a file that is not accessible to any User other than the User who uploaded it onto the Server.
- 1.3.7. "User Content" represents all and any information sent or otherwise placed on the Server by the User, in particular in the form of Uploaded Files, texts of comments under the Uploaded Files, adding Like to file or marking as favorites.
- 1.3.8. "a Notification" is a message regarding a breach of the law under Article 6 of these Conditions.
- 1.3.9. "Registration" represents the correct and complete filling put of the mandatory registration data, the expressing of agreement with these Conditions and the sending of the registration in the registration window of the Server.
- 1.3.10. "an Unregistered User" is a user who has not carried out Registration.
- 1.3.11. "a Registered User" is a user who has carried out Registration.
- 1.3.12. "the Conditions" are the inseparable and binding set of the General Conditions, the Principles of Personal Data Protection, the Principles for User Content and the Notification Rules.

2. Services Provided

- 2.1. The Provider allows the User to use the following Services:
 - 2.1.1. the provision of storage space for Uploaded Files, their administration, repeated download and sharing through the Internet network;
 - 2.1.2. the possibility to download shared Uploaded Files of other Users;
 - 2.1.3. the possibility to comment, like and ad as favorite
 - 2.1.4. the possibility of watching Audio/Video files and the ability to share these files with other users.
 - 2.1.5. other services available on the Server in accordance with the conditions specified thereon.
- 2.2. The User need not carry out registration in order to use the services specified in 2.1.2 and 2.1.4 The User must carry out Registration in order to be able to use the services under 2.1.1, 2.1.3 and 2.1.5.
- 2.3. The Provider has the right to reserve the provision of a specific type of the Service for Registered Users.
- 2.4. The User acknowledges and agrees that services may be provided through third parties or in cooperation with third parties.
- 2.5. The provider is authorized to provide services pursuant to art. 8 at any time and without prior notice to the user

3. Users and the Scope of the Services Provided

- 3.1. The Services provided by the Provider may be used by (i) an Unregistered User, and (ii) an Registered User.
- 3.2. An Unregistered User may (depending on the current Offer of the Provider) use the following services:
 - 3.2.1. View files stored on the server
 - 3.2.2. Search and filter files stored on the server
- 3.3. A Registered User may (depending on the current Offer of the Provider) use the following services:
 - 3.3.1. the services available to Unregistered Users under 3.2 hereof, and further
 - 3.3.2. uploading and sharing files over a web server
 - 3.3.3. the arrangement of own Uploaded Files into folders, moving the files between the folders and deleting them through the web interface;
 - 3.3.4. comments on your own uploaded files as well as other users' files;

3.3.5. download of files stored on the Server upload of files through the web interface of the Server.

4. Rights and Obligation of the Users

- 4.1. At Registration, the User shall provide true, up-to-date and complete information that identify him/her as a User. If the Provider shall discover that the information is untrue, he reserves the right to block or delete the user account of such User.
- 4.2. The User is responsible for the User Content. By virtue of uploading User Content onto the Server, the User does not relinquish any right or title to the User Content and s/he is authorized to dispose of it, unless provided otherwise by these Conditions.
- 4.3. By virtue of uploading the Uploaded File onto the Server, the User authorizes the Provider for automated processing and storage of the content of the respective Uploaded File, or its copies on the Server.
- 4.4. By virtue of uploading the Uploaded File onto the Server, the User further authorizes the Provider for automated processing of the content of the file which will make possible the creation and displaying of all and any metadata regarding the content of the file (in particular, depending on the nature of the file, its size, format/codec, name, description, location on server, GPS location on map, creation date), including the creation of a smaller preview of the content of the file in the form of the so-called thumbnail, which shall, along with the name of the file, represent the content of the file on the Server.
- 4.5. By virtue of uploading the Uploaded File labeled for public sharing onto the Server, the User further authorizes the Provider for automated processing of the name of the Uploaded File and its inclusion into the database for the purposes of searching for Uploaded Files by the Users.
- 4.6. The User agrees and acknowledges that the creation of the "thumbnail" as well as processing the name of an Uploaded File are both automatized, and the User thereby acknowledges that the automatic processing of the file's title can lead to its shortening if necessary, to modification and/or change of the title for the purpose of including it into the system of Uploaded Files on the Provider's Server. The Provider, however, does not analyze either the content or title of the Uploaded File. With the exception of authorization/accreditation as stated in this article under clause 4 of Conditions, the User does not impart to the Provider any authorization/license for use of the Uploaded File.
- 4.7. The User shall ensure that the uploading onto the Server of the Uploaded File, as well as of any other User Content be in compliance with the Principles for User Content.
- 4.8. The User hereby declares that s/he is authorized to upload the User Content onto the Server. In the event that the User shall enable the sharing of the Uploaded File (or any other User Content), s/he also declares that s/he is authorized to share the User Content in compliance with the provisions of 4.7 hereof. The User pledges to compensate the Provider for any damages that may be incurred by the Provider as a result of a breach of these Conditions on the part of the User.
- 4.9. The Provider does not check the authorization or lack thereof for the sharing of User Content by the User. The responsibility of the Provider is set forth in 5.2 hereof.
- 4.10. The User may not edit the content of the Server, nor may s/he otherwise interfere with it or endanger or intrude on the operation of the Server and acquire the personal data of other Users.
- 4.11. The User is not authorized to make accessible for a third person the login information that allows him/her to access his/her user account. In the event that the User shall allow such access for a third person, s/he shall bear full responsibility and liability for any damage that may be incurred, as if s/he shall have caused such damage him-/herself. If the User shall learn about or if s/he shall have a justified suspicion about a misuse of his/her account (or about unauthorized access to his/her account), s/he shall notify the Provider without undue delay. If the User shall not have notified the Provider, s/he shall bear full responsibility and liability for any damage incurred, as if s/he shall have perpetrated such abuse him-/herself.
- 4.12. The Service provided on the Server does not constitute a service of permanent back-up of information and/or data. The User is responsible for his/her own back-up of the Uploaded Files or other User Content, and s/he shall do so at his/her own expense. The Provider does not warrant that any User Content will not be damaged, edited or deleted. The Provider is not responsible or liable for possible damage or any other harm suffered as a consequence of a loss of User Content.

- 4.13. User accounts may not be transferred, loaned, leased, sold or otherwise temporarily or permanently taken away or provided to third persons for a consideration or free of charge without the prior express written consent of the Provider. The Provider reserves the right to block or delete user accounts that are used by several people who do not live in a single common household or to block or delete user accounts that are in breach of this provision.
- 4.14. The User agrees that the Provider may transmit all User Content (or a copy thereof) to the uphistry.com service operated by Vienna Point a.s., Company Registration Number: 26229269, Registered Office: Vídeňská 119, Brno 619 00, Czech Republic, entered in the Commercial Register administered by the County Court in Brno, Section B, file number 3433. Registered Users agree to transmit the User Content (or copy thereof) and its personal data to Provider.

5. Rights and Obligations of the Provider

- 5.1. The Provider does not in any manner monitor, open or analyze the User Content. Only the Users have, upon uploading the file onto the Server, the possibility and right to decide whether the Uploaded File will be shared (or not, i.e. "Private File"). This provision does not affect the right to limit access to or delete User Content in accordance with these Conditions.
- 5.2. The Provider (in compliance with the provisions of Section 5 of Act no. 480/2004 Coll., on some services of an information company, as amended) shall be responsible for the content of the information uploaded onto the Server by the User only if he – with view of the subject of his operations and of the circumstances of the case – could have known that the content of the stored information or the activity of the User is illegal, or if he shall demonstrably have learned about the illegal nature of the content of the stored information, or about the illegal activity of the User and he shall not – without undue delay – have taken all and any steps that may be required of him directed at the removal or making inaccessible of such information.
- 5.3. The Provider (in accordance with the provisions of Section 6 of the Act on some services of an information company) is not obliged to monitor and supervise the content of the data transferred or stored by him, nor is he obliged actively to look for facts and circumstances that would point to illegal content of the information.
- 5.4. The Provider reserves the right to delete, remove, make inaccessible or otherwise limit the accessibility of all and any User Content, in particular:
- 5.4.1. The Provider reserves the right to delete, remove, make inaccessible or otherwise limit the accessibility of comments published on the Server by the User.
- 5.4.2. The Provider reserves the right to delete, remove, make inaccessible or otherwise limit the accessibility of all and any Uploaded Files, in particular (i) if the Provider shall have learned the illegal nature of the content of the Uploaded File or about the illegal nature of the activity of the User, or (iv) if the account is cancelled by the User.
- 5.5. If the accessibility of the Uploaded File shall have been limited (e.g. if it shall have been labeled as a Private File), it shall not be possible to find the Uploaded Files by means of the Search feature, or these files shall not be publicly accessible, i.e. only the User who has uploaded such files shall have access to such files through his or her password.
- 5.6. The User acknowledges and agrees that the Provider has the right to modify at any time and in any manner the Server, as well as the Services provided, their scope and terms and conditions, without prior notification to the User. The User further acknowledges and agrees that such modifications may affect the functionality of the individual Services, or that they may exclude such functionality. The User is not entitled to a compensation for damages caused by such limitation to or the end of functionality of the services provided caused by such modifications of the Server or the Services.

6. Notifications Regarding User Content that Is in Breach of the Terms and Conditions of the Server and/or Legal Regulations

- 6.1. Notifications regarding User Content that is in breach of the terms and conditions of the server shall meet the conditions set forth in the [Notifications Rules](#).

- 6.2. The Notifying Party shall be responsible for the Notification being correct, truthful, complete, rightful and justified in the sense of the Notifications Rules. The Notifying Party shall bear responsibility for a Notification that is aimed at legal User Content and that is incorrect, untruthful, unauthorized and unjustified. The Notifying Party shall also be liable for damage caused to the User to whose User Content the Notification is related or to the Provider.
- 6.3. In the event that the Notification shall not contain at least the data and information set forth in the Notifications Rules, such Notification need not be regarded by the Provider as having been properly made. In such case, the Provider reserves the right to request additional information regarding the Notification.
- 6.4. The User whose Uploaded File has been removed or made inaccessible as a result of a Notification has the right to send, within seven (7) days of the removal or making inaccessible of the respective Uploaded File, to the Provider a message which justifies fully and truthfully and in due manner that the content of the Uploaded File and its upload onto the Server is in compliance with the law (hereinafter referred to as “the Counter-notification”). The Provider may (but is not obliged to) use the information stated in the Counter Notification for the assessment of the next case of a receipt of a Notification. The User acknowledges and agrees that the Provider is not obliged, upon receipt of the Counter-notification, to make accessible again the Uploaded File that has been removed or made inaccessible.

7. Consequences of a Breach of the Conditions

- 7.1. In the event that the Provider shall have removed or made inaccessible User Content as a consequence of a breach of these Conditions or legal regulations on the part of the User, the Provider shall record for the User the first instance of a breach of these Conditions. The Provider has the right to require from the User a declaration regarding his/her agreement to these Terms and to the Principles for User Content as a condition for further use of the Services and of the Server by the User.
- 7.2. In the event of a repeated breach of these Conditions by the same User, the Provider has the right to do the following:
 - 7.2.1. to limit the right of the User and/or the scope of the Services provided to the User (for instance – inter alia – to prevent the User from storing (uploading) any file); and/or
 - 7.2.2. to require from the User a declaration of the legality of all and any User Content uploaded onto the Server by the User as a condition for the future use of the Services and of the Server by the User.
- 7.3. In the event of another significant breach of the Conditions, or in the event of any particularly serious breach of these Conditions (e.g. a breach of 2.2 and/or 2.3 of the Principles for User Content) or legal regulations, the Provider has the right to do the following:
 - 7.3.1. to limit the rights of the User and/or the scope of the Services provided to the User (for instance – inter alia – to prevent the User from storing (uploading) any file);
 - 7.3.2. to block or cancel the account of the User without compensation, i.e. to withdraw from the Contract Regarding the Provision of Services under these Conditions.
- 7.4. The User whose account has been blocked or cancelled shall not have the right the Services or the Server any further, not even under a different account.

8. Liability for Damage

- 8.1. Unless expressly specified otherwise in these Conditions, the Services provided by the Provider to the User are provided on an “as is” basis. The Provider provides no warranties to the User regarding the Services or the Server, in particular no warranties regarding the functionality and availability of the Services. In particular, the Provider does not warrant to the User:
 - 8.1.1. that the Services will be available continuously 24 hours a day, 7 days a week;
 - 8.1.2. that the Services will be fully functional during the entire time when they are available;
 - 8.1.3. that the Services will be provided free of errors and mistakes;

- 8.1.4. that User Content will always be accessible, complete, correct, accurate, undamaged or unchanged;
- 8.1.5. that User Content is not in breach of legal regulations or rights or justified interests of the Users or third persons.
- 8.2. The User hereby declares that s/he acknowledges that the Provider provides no warranties regarding the provision of the Services, and that, therefore, the provision of the services is associated with a certain risk. The User accepts such risk and s/he pledges to take all reasonable steps in order to eliminate or decrease the possibility of harm or other unfavorable results on his/her part in connection with using the Services.
- 8.3. The Provider is not liable for any direct or indirect harm or damage incurred by the User in connection with the use of the Server, the Services or any User Content. The Provider is not liable in connection to the User in particular for:
 - 8.3.1. non-functionality, unavailability or bad availability or functionality or speed of any Service;
 - 8.3.2. failure to deliver, failure to store or the loss of any User Content, in particular of comments;
 - 8.3.3. the loss, failure to store or damage to any User Content, including Uploaded Files.

9. Personal Data Protection and Commercial Messages

- 9.1. The Provider shall protect the information and personal data received from the Users, including persona (or sensitive) information in compliance with the legal regulations and the [Principles of Personal Data Protection](#).

10. Final Provisions

- 10.1. These Conditions and the relationship between the Provider and the User are governed by the law of the Czech Republic. Any disputes between the Provider and the User that shall be dealt with in court proceedings shall fall within the jurisdiction of the Regional Court in Brno.
- 10.2. These Conditions have been executed in Czech. The Czech version of the Conditions is legally binding and any other language versions are of informative nature only.
- 10.3. Any communication between the User and the Provider shall be carried out electronically by e-mail.
- 10.4. The Provider reserves the right to change these Conditions unilaterally at any time. The changes of these Conditions shall come into force and effect on the day appointed by the Provider, and in relation to each individual User, the changes shall only come into force and effect if the User shall have expressed his or her consent with the changes. The continuation of the use of the Services by the User also after the date appointed by the Provider as the day when the changes shall come into force and effect shall be regarded as an expression of consent by the User. If the User shall not agree with said changes, s/he shall refrain from using the services of the User after the date appointed by the Provider as the date when the changes shall come into force and effect.
- 10.5. The User acknowledges and agrees that the rights and obligations related to the services provided by the Provider in accordance with these Conditions may be transferred onto third persons, either under Act no. 125/2008 Coll., regarding the transformations of business corporations and collectives, as amended, Act no. 513/1991 Coll., Commercial Code, as amended, or based on other legal titles. The transfer of the rights and obligations of the User and the Provider does not affect the validity and applicability of these Conditions.
- 10.6. If any provisions of these Conditions shall be or have become invalid, ineffective or unenforceable as a whole or in part, it shall be fully separable from the remaining provisions of these Conditions, and its invalidity, ineffectiveness or unenforceability shall not affect the validity and enforceability of all and any other provisions of these Conditions. In such case, the Provider shall replace such invalid or unenforceable provision with another provision which shall, to the largest possible extent, correspond to the original provision.