

General Contract Terms

I. Background

1.1 These General Contract Terms (hereinafter the “GCT” or the “terms”) shall govern the rights and obligations concerning the contractor and the clients in association with the below services.

II. Definitions

2.1 Contractor, operator or custodian: The operator and custodian of the servers angel4soul.cz and angel4soul.com with URL addresses: <http://www.angel4soul.com> and <http://www.angel4soul.com>, respectively, as well as the provider of the below services associated with the servers is Jitka Janoušková, company identification number: 707 36 138, *company tax identification number: CZ7656040172, with this address of the premises: 142 00 Prague 4, Otradovická 734.*

2.2 Client: Any person/entity that, pursuant to the GCT, carried out registration, or any person/entity that carried out registration in the past for use of some specific service provided by the contractor and goes on in utilising the service.

2.3 Service: It is understood that service is one of the five contractor-provided paid services in the area of acquainting people (acquainting services). These services are specified in a greater detail in Article III of the GCT.

2.4 Registration: Registration is a client's electronic action through which he/she orders (using the registration form) one or more services offered. Dispatching the registration form filled in, i.e. registration, (including expression of consent to the GCT, specific terms and consent to personal data processing) is considered to be dispatching of proposal for conclusion of a contract on providing the selected service as per the GCT.

2.5 Confirmation of registration: Confirmation of registration, i.e. confirmation of the order, is the contractor's electronic action through which she accepts the proposal for concluding a contract on providing the selected service with the client. The delivery time of the electronic action concerning confirmation of the registration shall be considered to be the time of the conclusion of the service providing contract.

2.6 Specific terms: As far as some of the services offered are concerned, other conditions/terms (besides the GCT) can apply. These terms can be specific for providing a particular service. Such terms can amend the GCT or replace the GCT.

2.7 Contractual parties: The contractual party or participant is common denomination for the client and the contractor.

2.8 Profile: Set of information concerning the client publicised in one of the databases of clients.

2.9 Database of clients: List of profiles of all clients interested in a specific service.

2.10 Contractor's web pages: The following addresses are to be understood to be the contractor's pages: angel4soul.cz and angel4soul.com.

2.11 Contact data: Contact data is any data on the basis of which it is possible to contact a client, contractor or third client (e-mail address, telephone number and/or address of residence are considered to be the contact data in particular). The contractor's contact data is: e-mail – info@angel4soul.com and e-mail (matters concerning payments only) – accounts@angel4soul.com, and the premises address: 142 00 Prague 4, Otradovická 734.

III. Specification of the Services Offered

3.1 The contractor offers the following acquainting services:

3.1.1 [Lifetime Partner](#): After concluding the contract on providing the service titled lifetime partner, the contractor undertakes to publicise the client's profile in the database of the clients using the lifetime partner service and to enable him/her access to this database for the purpose of looking up a partner for earnest and long-term relationship. After reimbursement of the fee as per Article V of the GCT the contractor will make available for the client the contact data concerning the relevant user of the selected profile.

3.1.2 [Travel Partner](#): After concluding the contract on providing the service titled travel partner, the contractor undertakes to publicise the client's profile in the database of users of the travel partner service and enable him/her access to this database for the purpose of looking up a suitable partner or a friend for common travel or leave. After reimbursement of the fee as per Article V of the GCT the contractor will make available for the client the contact data concerning the relevant user of the selected profile.

3.1.3 [Business trip partner](#): After concluding the contract on providing the service of business trip partner, the contractor undertakes to enable the client access to the database of young women – business trip partners. After reimbursement of the payment as per the Article V of the GCT the contractor will mediate for the client social company of the young woman selected from the database of women – business trip partners. Afterwards, the selected young woman will accompany the client to his/her chosen event (business trip, social event etc.) – within the selected time.

!!! Social company of a young woman selected from the database of women – business trip partners - is not to be understood to involve any services of intimate and/or erotic nature. This is to be understood to be only woman company at the event of social nature or other similar event at maintaining all the good manners during the entire duration of the company !!!

3.1.4 [Get-together holidays](#): After concluding the contract on providing the service of get-together leave, the contractor undertakes to publicise the client's profile in the database of the users of the service of get-together leave, whereby he/she will have the possibility to familiarise himself/herself with the other users of this database for the purpose of group get-together leave in the United Arab Emirates. After reimbursement of the fee as per Article V of the GCT, the contractor will mediate concluding of a trip/holiday contract with a travel agency that will ensure the get-together leave in the United Arab Emirates.

3.1.5 [Speed date](#): After concluding the contract on providing the blind date service and reimbursement of the payment as per the Article V of the GCT, the contractor will enable the client participation in fast-acquainting party, where the client will have the possibility to meet in person the other contractor's clients that have been interested in this service.

3.2 After clicking on the individual services listed in Article III, paragraphs 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.5 of the GCT, i.e. the services titled [lifetime partner](#), [travel partner](#), [business trip partner](#), [get-together holidays](#) and [speed date](#), more detailed information will appear on the relevant services.

3.3 The more detailed information shown pursuant to the Article III, paragraph 3.2 of the GCT, is, at the same time the specific terms for each service pursuant to Article II, paragraph 2.6 of the GCT.

IV. Registration

4.1 After client's proper registration pursuant to the GCT, the contractor will confirm the registration to the client, whilst this confirmation will also include the registration data needed for access to the database selected (for the services titled lifetime partner, travel partner, business trip partner and get-together leave) or the data for registration for specific get-together party (within the blind date service).

4.2 The contractor is entitled to cancel or block a client's account, even without his/her consent, in cases when some obligations stated in Article VII, paragraphs 7.3 and 7.4 of the GCT are breached, or whenever statements pursuant to the paragraph 7.1 of the GCT are false or whenever they have been breached through acting on the part of the client.

V. Payment Terms

5.1 As far as the services lifetime partner and travel partner are concerned, the service of entering the client's profile to the database and enabling access to the database is free. Payment as per the topical price list will have to be paid for providing the contact data of the third user whose profile the client chose in the relevant database.

5.2 With the business trip partner service, enabling the access to the database of young women – partners for business trips - is free. The client will be bound to reimburse the price as per the topical price list for mediating the company.

5.3 With the get-together leave service, enabling the access to the database of the profiles of the users of the service is free. The client will be bound to pay the price as per the topical price list for providing the service of mediating participation in the get-together leave.

5.4 As far as the blind date service is concerned, the client is bound to pay the price as per the topical price list.

5.5 The topical price list for the services of lifetime partner, travel partner, get-together leave and blind date is always shown on the contractor's web pages. The prices include VAT.

5.6 The price for mediating company within rendering the service of business trip partner is always publicised separately for each profile in the young women database (partners for business trips).

5.7 The client's obligation to reimburse the paid services (see chapter V, paragraphs 5.1-5.4) arises after selecting the profile (with the services of lifetime partner, travel partner and business trip partner), after selecting the requested date for the get-together leave (with the get-together leave service) or after choosing the specific date of blind party – after clicking on the button titled confirmation of payment on the relevant internet page.

5.8 Through confirmation of the payment as per Article V, paragraph 5.7, of the GCT, the client undertakes to reimburse properly the amount for the service rendered, which payment is mature within 14 days after confirmation.

5.9 The client acknowledges and agrees that he/she himself/herself is responsible for proper execution of the payment. Proper execution of payment means that it has been made in time, at the correct level (the price of the service itself, including all charges associated with the bank, or other, transfer – in particular with foreign payments), with proper variable code and to the right bank account.

5.10 The payment is deemed reimbursed on the day of its crediting to the contractor's account.

5.11 The contractor will register the properly made payment and will issue a tax document for the client, which she will send to him/her in electronic form to his/her contract e-mail address within 5 days after payment reception.

5.12 If the client does not use, or does not intend to use, the reimbursed service, he/she is not entitled to be returned the payments made earlier in favour of the contractor in association with such a service.

VI. The Contractor's Rights and Obligations

6.1 The contractor is entitled to ask the client to provide the data necessary for his/her registration and for contract concluding.

6.2 If the client has breached some of his/her obligations listed in Article VII, paragraphs 7.3 and 7.4 of the GCT or if statements as per paragraph 7.1 of the GCT are false, or have been breached by acting on the part of the client, the contractor is entitled, upon her consideration, to withdraw from the contract on service providing, or discontinue or reduce service rendering, including deleting, removal

or making inaccessible the client's profile, which she can do without the obligation to notify the client in advance and without any compensation.

6.3 The contractor undertakes to remedy prospective faults or shortcomings concerning service rendering, if they have been caused provably by the contractor.

6.4 The contractor undertakes to use the entrusted data on the client solely for the purposes immediately associated with the purpose of the service rendered.

VII. The Client's Rights and Obligations

7.1 The client declares whereby as follows:

7.1.1 Upon the day of registration he/she was aged 15 as a minimum.

7.1.2 His/her legal capability has not been disabled.

7.1.3 His/her legal capacity has not been reduced to such an extent that would prevent him/her to grant consent to the GCT, specific terms and use of the services.

7.1.4 All the data that he/she provided about his/her is true, complete, accurate and correct.

7.1.5 He/she shall ensure confidentiality of all the identification data and passwords necessary for logging-in and for access to the services so that it might be maximally excluded that the data might be misused by an unauthorised person.

7.1.6 He/she is aware that any information that he/she will make public in his/her profile, can be misused by a third user or any other third person.

7.1.7 Through the registration he/she has given consent to sending electronic mail from the contractor to his e-mail address as stated during the registration.

7.1.8 The information publicised by the client in his profile or elsewhere on the contractor's pages will not infringe author or other ownership rights of third persons.

7.1.9 Through concluding the contract on providing the services of lifetime partner, travel partner, business trip partner and get-together leave he/she agrees to publishing his/her profile in the database of the users of the selected service.

7.2 The client has the right to notify the contractor, to her contract address, about his/her objection to sending e-mail messages as per paragraph 7.1.7 of the GCT anytime during the validity of the contract.

7.3 The client undertakes as follows:

7.3.1 He/she will only use the services for the purposes for which they are earmarked.

7.3.2 He/she will not reveal his/her log-in data to third persons.

7.3.3 Unless the contractor's consent has been sought, or other relevant person's consent, he/she may not disseminate any information (in particular about other users) with which he/she has been familiarised in association with utilisation of the service.

7.4 During utilisation of the services the client is forbidden the following:

7.4.1 Unless he/she has sought the contractor's consent in writing, he/she may not use the services for commercial purposes.

7.4.2 He/she may not send chain letters, surveys or questionnaires.

7.4.3 He/she may not use the services for dissemination of illegal information or other information unsuitable for publicising – in particular such information that might be pejorative or detrimental for other persons, which could cause harm to another person or damage to assets, which might infringe lawful rights of other persons, which is of pornographic nature, disrespectful, vulgar, threatening, unacceptable in cultural and ethnical terms, or otherwise, or which instigate or encourage unlawful activities.

VIII. Responsibilities and Absolving from Responsibilities

8.1 The contractor has no responsibility for, prospective, third person's unauthorised interventions, through which these persons might get hold of access to the individual clients' data or their accounts or to the relevant contractor's database, and will use this data in an unauthorised manner, make use of it, misuse it or make it available for thirds persons.

8.2 The contractor will not check if the information in the users' profiles or their communication is correct and, taking into account this fact, the contractor has no responsibility for truth of this information, because the users have the possibility, although it is forbidden, to enter incorrect or false data.

8.3 Such a client that, during his/her registration or anytime afterwards, provides incorrect data on his/her person will be accountable for any damage arisen in association with such false statements.

8.4 Through rendering her services the contractor only provides the client with the opportunity to achieve positive results from the services, however in no instance whatsoever the contractor is accountable for failure to achieve such a result. In particular, concerning the services of lifetime partner, travel partner, get-together leave and blind date, the contractor does not guarantee for the client a certainty of finding an ideal and appropriate partner. The client acknowledges hereby that the contractor provides no guarantees concerning the service rendering as stated above.

IX. Contractual Relationship Termination

9.1 Both the contractor and the client can, anytime, withdraw from the service rendering contract without giving any reasons.

9.2 Withdrawal notice as per the previous paragraph must be delivered to the other contractual party in writing.

9.3 The client is bound to send the service rendering contract withdrawal notice to the contractor's premises address. The contractor would deliver the service rendering contract withdrawal notice to the client – to his/her address known to the contractor as the latest address.

9.4 Upon delivery of the letter of intent to withdraw from the service rendering contract the 14-day notice period starts to run, after which period the service rendering contract expires.

9.5 If the other party fails to take over the notice on the service rendering contract withdrawal, such a notice is considered to be delivered on the day when (after passage of the deposition period of the mail, or after inability to deliver (e.g. change in address)), the notice is returned to the sender. If the other party declines to take over the service rendering contract withdrawal notice, the day of refusal to take over is considered to be the delivery date.

9.6 In case the client withdraws from the contract, the contractor is not bound to return the client the amounts reimbursed in association with the services rendered.

X. Miscellaneous

10.1 Any future user of the services is bound, before initiation of use of the services or before dispatching the registration, to get acquainted with the GCT and with the specific terms pursuant to Article II, paragraphs 2.6, 3.2 and 3.3 of the GCT and express his/her consent to them. By clicking on the button expressing consent to the wording of these terms, the future user expresses his/her consent to the GCT and the specific terms.

10.2 The contractor is entitled to change anytime the terms of the GCT and the specific terms, whilst she is bound to notify the client about any such changes.

10.3 Notification as per Article X, paragraph 10.2 of the GCT is carried out by the contractor by means of publishing the relevant changes on the contractor's web pages.

10.4 The client is bound to get familiarised on a regular basis with the changes in the GCT and the specific terms.

10.5 If the client goes on using the services after announcement of the changes, it is deemed that he/she agrees to them without any reservations.

10.6 The GCT and the specific terms have been developed in compliance with the positive Czech Republic legislation.

XI. Final Provisions

11.1 The client and the contractor communicate with one another mainly in writing and in electronic form, whilst they use the contractor's and client's contact data (the client's contact data will be used as submitted during his/her registration).

11.2 Moreover, the contractor can communicate with one or multiple clients via her web pages (see Article X, paragraph 10.3 of the GCT).

11.3 Should any provision of these GCT (or specific terms) become void, the other provisions of these GCT (or specific terms), or the service rendering contract itself, will not be invalidated. Should the above instance occur, the contractor undertakes that she will replace, without delay, such void provisions with new provisions that will be as close as possible to the purpose of the void or ineffective provisions.

11.4 These terms have been developed in Czech and English. Should any contradiction between the Czech and English versions arise, the Czech version will prevail.

11.5 The legal relationships emerged on the basis of concluding of the contract on service rendering between the contractor and the clients are governed by these GCT, the specific terms and the Czech Republic legislation.

11.6 Any prospective disputes between the client and the contractor associated with, or ensuing from, the service rendering contract shall only be arbitrated before the Czech Republic courts and solely pursuant to the positive Czech Republic legislation.

11.7 These terms come into force on 1st of March 2010.