

Terms and Conditions

Terms and Conditions of StartupJobs.com s.r.o., Company ID No. 29153786, VAT No. CZ29153786, with its registered office at Šostakovičovo náměstí 1515/5, 155 00 Prague 5 – Stodůlky, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 204709, governing access to and use of the websites www.startupjobs.cz and www.startupjobs.com.

1. Introductory Provisions

These Terms govern the rights and obligations of the Provider and Customers using the websites www.startupjobs.cz and www.startupjobs.com, both upon accessing StartupJobs.cz and during further use, as well as other related legal relationships. StartupJobs.cz is a platform for advertising job offers and candidate profiles focused on startup employment.

When registering or otherwise using StartupJobs.cz, the User is obliged to read the current version of these Terms and to comply with the obligations arising therefrom. If a User registers on StartupJobs.cz as a representative of a legal entity, they may do so only if they are duly authorized to represent that legal entity.

2. Definitions

Terms used in these Terms and Conditions with an initial capital letter have the following meanings:

- **Price List:** The current pricing list published at <https://www.startupjobs.cz/pro-firmy>.
- **Offer:** A job or service offer published on StartupJobs.cz by a Customer.
- **Terms and Conditions:** This document.
- **Provider:** StartupJobs.com s.r.o., Company ID No. 29153786, VAT No. CZ29153786, registered office at Šostakovičovo náměstí 1515/5, 155 00 Prague 5 – Stodůlky, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 204709.
- **StartupJobs.cz:** The online portal available at www.startupjobs.cz and www.startupjobs.com.
- **User:** Any person who visits StartupJobs.cz, including registered users, excluding the Customer.
- **Customer:** A natural or legal person who creates a company profile on StartupJobs.cz.

3. Overview of Services for Customers

The Provider offers the following services to Customers through the StartupJobs.cz portal:

Job Offer Advertising

- Standard publication of an Offer on the StartupJobs.cz portal for a period of 30 days.
- Option to automatically extend the validity of the Offer.

Additional Services

- Promotion of the Offer (Topování)
- Company profile featured on the homepage
- Advertising campaigns to support the Offer
- Copywriting
- Banner advertising

Discounted Offers

- Discount coupons
- Volume discounts

Detailed terms for the provision of services are specified in the Price List.

4. Offer Creation and Contract Formation

By submitting an Offer, the Customer creates an order, which constitutes a proposal to enter into a contract with the Provider. This proposal is subject to the Provider's approval.

The Provider reserves the right to modify or delete submitted Offers and any other uploaded content without providing a reason. Modifications by the Provider may include, in particular, removal of hyperlinks and contact details from Offers and adjustment of the Offer's category and employment type to best reflect the advertised job. Offers are usually approved within two business days.

The content of the submitted Offer must comply with the following rules:

- The job title must not be written in all caps.
- The title and text must be gender-neutral and race-neutral, and must comply with anti-discrimination laws and good moral standards.
- Source code modifications are prohibited — any layout or design changes must be approved and implemented by the Provider.

- External links, contact details, or links to career pages are not allowed in Offers.
- Applications must be submitted exclusively via the StartupJobs system; however, the Customer may configure redirection of applicants using a webhook or API.
- During the Offer's validity period, its content may be edited, but the advertised position or field must not be changed, including through vague or misleading job titles.
- Each Offer may advertise only one job position.

The Customer's proposal is accepted — and a contractual relationship with StartupJobs is established — upon approval of the submitted Offer by the Provider. After approval, the Offer is published in the manner and scope specified by the Customer during its creation, as further detailed at <https://www.startupjobs.cz/pro-firmy>.

5. Payment Terms

All prices are governed by the Price List.

Each order may be canceled by the Customer within 24 hours of being placed.

An invoice is issued for each order with a due date of 14 days. If the payment is made immediately by card, the invoice is issued without a due date.

The Provider accepts the following payment methods:

- Bank transfer; and
- Credit card payment via an online payment gateway.

The Customer agrees to receive invoices in electronic form. An electronic invoice may be delivered by the Provider to:

- an email address specifically designated by the Customer for this purpose,
- the email address provided in the Customer's user account, or
- another email address used by the Customer, if the above options are not available.

6. Use of the StartupJobs.cz Portal

- Registration and the creation of a Customer profile are subject to approval by the Provider. The Provider reserves the right to reject registration or refuse to publish a profile without giving a reason. The Provider is also entitled to cancel an existing user account if the Customer breaches any obligations arising from these Terms.
- Customers may submit Offers only after registering on StartupJobs.cz. During registration and while publishing Offers, the Customer is obliged to provide truthful and up-to-date information.
- The Customer may not publish any information or data on the StartupJobs.cz website that violates generally binding legal regulations in force in the Czech Republic or in other countries where the service is available, especially any content that:
 - infringes copyrights or related rights of third parties,
 - violates the personal rights of third parties,
 - breaches laws intended to protect against hatred towards any nation, ethnic group, race, religion, class, or other group of people, or to restrict the rights and freedoms of their members.
- The Provider is not a party to any contractual relationship between any User and Customer, nor does it enter into any contractual relationships between Users or between Customers. The Provider is not liable for any unlawful acts committed by the Customer, nor is it responsible for any files uploaded by Users.
- The Customer acknowledges that the Provider rents space on StartupJobs.cz to Customers for the publication of Offers and, in accordance with Section 5 of Act No. 480/2004 Coll., on Certain Information Society Services, as amended, the Provider is not responsible for the content of information stored by the Customer or for any potentially harmful or inappropriate content published by Customers on StartupJobs.cz. The Provider is not liable for the completeness, accuracy, or truthfulness of the content published on StartupJobs.cz or for any unfair competition or violations of personal or intellectual property rights committed by Customers via StartupJobs.cz.
- The Provider is entitled (but not obliged) to carry out preventive checks of the information stored or disseminated by the Customer through the service.
- If a third party asserts any claims against the Provider in connection with the Customer's activities on StartupJobs.cz, the Customer undertakes to immediately provide the Provider with all documents and materials necessary for the successful defense in such proceedings. If a third party alleges that information stored or disseminated by the Customer infringes their rights, in particular intellectual property rights or constitutes unfair competition, the Customer agrees to compensate the Provider for all reasonably incurred costs related to the dispute with that third party.
- The Provider does not guarantee uninterrupted access to StartupJobs.cz or to user accounts, nor does it guarantee that StartupJobs.cz is free of defects or secure. The Provider is not liable for any damages incurred by Users or Customers when accessing or using StartupJobs.cz, including damages resulting from data downloads, service interruptions, system failures, computer viruses, data loss, lost profits, or unauthorized access to user transmissions or data.
- The Provider reserves the right to restrict or terminate the Customer's access to the StartupJobs.cz portal at any time, or to suspend or discontinue the provision of

services — especially, but not exclusively, in the event of a breach or repeated breach of these Terms or applicable laws.

- In the event of such suspension or restriction of access or services, the Customer will be provided with a written justification.
- If the Customer's access to the StartupJobs.cz portal or the provision of services is terminated, they will receive, at least 30 days prior to the effective termination date, a written explanation on a durable medium. This notice period does not apply where termination is required by urgent legal obligations or where the Customer has repeatedly breached the Terms or legal regulations.
- The Customer may not independently or in cooperation with a third party offer or promote the use of StartupJobs.cz or other products and services of the Provider without the Provider's prior written consent.
- The Customer agrees that the Provider is entitled to use or share the data forming the content of Offers with its contractual partners (third parties), including by displaying such content.

7. Sorting

The Provider uses recommendation systems on the StartupJobs.cz portal.

Key parameters for recommendations include: sorting of Offers based on the time of publication and preferential display of Offers from Customers who use any additional services, such as promotion (topování) or banner advertising.

8. Personal Data Processing and Cookies

The processing of personal data and the use of cookies is governed by the **Privacy Policy**, available at <https://www.startupjobs.cz/osobni-udaje>, and the **Cookie Policy**, available at <https://www.startupjobs.cz/cookies>. These documents form an integral part of these Terms.

In cases where StartupJobs processes personal data (as a processor) on behalf of the Customer (as the data controller), the Customer authorizes the Provider to process the personal data of Users who have responded to the Customer's Offer, for the purpose of handling responses and maintaining a list of Users who expressed interest in the position advertised in the Offer.

The Provider may process personal data on behalf of the Customer only for the duration of their contractual relationship, primarily through the features of the StartupJobs.cz portal, including the Customer's profile.

As the processor, the Provider is further obligated to:

- act in accordance with the Customer's written instructions and applicable legislation for all aspects of data processing not governed by these Terms; the Provider may only process data beyond these instructions if permitted by law;
- maintain the confidentiality of all personal data and related facts obtained during processing, even after termination of the contractual relationship with the Customer

under these Terms;

- be responsible for its employees involved in data processing, and ensure they are bound to confidentiality concerning the personal data obtained during processing, even after the end of their cooperation with the Provider;
- implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, and particularly the nature, scope, and purpose of the data processing;
- assist the Customer in fulfilling their information obligations toward the Users whose personal data are being processed, and support the Customer in responding to User requests related to data protection;
- cooperate in ensuring the security of data processing, including notifying of any personal data breaches;
- provide the Customer with all information necessary to demonstrate compliance with obligations under these Terms; and, if necessary, allow audits or inspections by the Customer or their authorized auditor and cooperate fully during such audits.

The Customer grants the Provider general authorization to involve additional processors in the processing of personal data performed on their behalf. The Provider must inform the Customer of any intended changes concerning the involvement of further processors and allow the Customer to object to such changes. The Provider is required to bind any additional processors to the same obligations contained in these Terms. If an additional processor fails to fulfill their obligations, the Provider shall be liable to the Customer as if it had failed to comply itself.

Upon the end of data processing, the Provider is obliged, in accordance with the Customer's instructions, to either return all personal data or permanently delete them, including any copies, unless the Provider is legally entitled to retain such data.

If a separate data processing agreement is concluded between the Customer and the Provider, that agreement shall take precedence over the provisions of these Terms.

9. Copyright, Database Rights, and License

StartupJobs.cz and the content published therein constitute a database within the meaning of applicable legal regulations, in particular Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright and on Amendments to Certain Laws (the Copyright Act). The Provider holds all rights to the database.

It is prohibited to interfere with the database, and it is expressly forbidden to extract or reuse qualitatively or quantitatively substantial parts of its contents.

10. Sanctions and Contractual Penalties

In the event of the Customer's delay in paying an invoice, the Provider is entitled to charge default interest at the annual PRIBOR rate valid on the first day of the delay, increased by 0.5% p.a. for each day of delay.

11. Final Provisions

The Provider may amend or supplement these Terms at any time. Any changes will be announced by publishing the updated Terms on the StartupJobs.cz website and also sent to Customers on a durable medium via the email address provided during registration. The updated Terms shall take effect 15 days after such publication and notification. These changes do not affect rights and obligations that arose during the validity of the previous version.

The contracting parties exclude to the maximum extent permitted by law the application of the provisions of Sections 2389a to 2389u of Act No. 89/2012 Coll., the Civil Code.

If the relationship related to the use of the website or the contractual relationship between the User and the Provider contains an international (cross-border) element, such relationship shall be governed by Czech law. Any disputes arising in connection with such relationships shall be subject to the jurisdiction of the general courts of the Czech Republic.

If any provision of the Terms is or becomes invalid or ineffective, such invalid provision shall be replaced by a valid one whose meaning is as close as possible to the original. The invalidity or ineffectiveness of one provision shall not affect the validity of the remaining provisions.

The Provider can be contacted via the contact details listed at <https://www.startupjobs.cz/kontakt>.

These Terms and Conditions shall come into effect on June 1, 2025.