

Terms of Use of the **KAREL KOMÁREK FAMILY FOUNDATION WEBSITES**
(hereinafter “**Terms of Use**”)

Before using our websites, please read these Terms of Use carefully. By accessing the websites www.pianadoskol.cz or www.komarekfoundation.org/cs (hereinafter “**websites**”) and/or beginning to use them, you consent with the Terms of Use stated below.

COPYRIGHT

The owner and operator of the websites www.pianadoskol.cz and www.komarekfoundation.org/cs is the **Karel Komárek Family Foundation**, a foundation with registered office Vinohradská 1511/230, Prague 10, Postal Code 100 00, Company ID No. (IČ): 06212093, registered with the Register of Foundations administered by the Municipal Court of Prague under file no. N 1525, which is in accordance with the Copyright Act (as defined below) authorized to exercise the intellectual property rights to these websites (hereinafter “**Foundation**”).

All material on these websites, including text, webpage design, logos, graphics, all depictions on these pages, as well as the selection and arrangement of files contained on these websites, is subject to protection under Act No. 121/2000 Coll. on copyright, rights associated with copyright, and the amendment of certain related acts (the Copyright Act) as amended (hereinafter the “**Copyright Act**”). Only the Foundation is authorized to exercise the intellectual property rights to the content, as well as to the websites. Regardless of the above, certain materials or texts posted to these websites by the Foundation (in particular trademarks, logos, architectural drafts, etc.) may be the property of third parties and may be subject to protections according to the relevant legal regulations governing rights to intellectual property.

USE OF THE CONTENT OF THE WEBSITES

Every user of the websites will be governed during their use by the applicable laws of the Czech Republic, will always act in accordance with these legal regulations, proper ethics, and these Terms of Use, and will not in any way damage the Foundation, the good name of the Foundation, nor that of any other user.

It is not permitted without the prior written consent of the Foundation to use these websites and their content otherwise than for their own needs (either in whole or in part). It is prohibited above all for the content of these websites to be changed, copied, downloaded, or otherwise distributed in any way. Any use of these websites including their content (with the exception under the first sentence of this provision) is subject to prior approval on the part of the Foundation in accordance with the Copyright Act. Access to the websites and their use is free of charge.

It is explicitly prohibited:

- to interfere in any way with the technical substance of the websites,
- to interfere in any way with the contents of the websites; only the Foundation has the right to decide on the amendment, removal, or supplementation of the content of these websites or any part thereof,

- to interfere in any way with the security of the websites or otherwise abuse it,
- to use the websites for distribution of unwanted messages (spam) or chain mail,
- to send messages to the websites containing viruses or any dangerous or harmful programs,
- to create false messages for the purpose of falsifying the identity of the sender,
- to attempt to obtain access to web pages not designated for public use,
- to distribute any messages or materials on the websites in violation of the legal regulations of the Czech Republic.

LIMITED LIABILITY

All information stated on these websites is solely of an informative character and is intended for general use. Certain of the information published on the websites has been adopted by the Foundation from other publicly available sources that it considers credible. Nonetheless, the Foundation is in no way responsible for the accuracy and currency of such public information. The Foundation shall exert the maximum effort to ensure the reliability and accuracy of the information published on these websites. The Foundation does not bear any liability for any damages that users may incur in association with the use of the websites.

LINKS TO OTHER PAGES

The Foundation does not bear any responsibility for advertising or other forms of promotion performed by any third party using the websites. The Foundation also does not bear any responsibility for the content of www pages belonging to third parties that can be visited using links placed on the websites.

CHANGES TO THE CONTENT OF THE WEBSITES

The Foundation has the right at any time and without notice to change the scope or content of the websites or to cease to operate the websites.

USE OF COOKIE FILES

Cookies are small data files that are saved to the hard disk of the user's computer by the websites visited. They allow these websites to remember certain information that will make it easier for users to use the websites.

We use Cookies on our websites in particular to provide social media functions and anonymous analysis of site visits.

Most browsers automatically accept Cookies unless the browser has other settings. Use of Cookies can be limited or blocked in the settings of your web browser. By blocking or limiting Cookies, however, you will not be able to use certain functions of the websites.

The most frequently used browsers and information about their settings can be found here:

- Internet Explorer: windows.microsoft.com
- Google Chrome: support.google.com
- Mozilla Firefox: support.mozilla.org
- Opera: help.opera.com
- Safari: support.apple.com

FINAL PROVISIONS

With the exception of these Terms of Use and licensing provisions pertaining to the use of the Foundation logo and photography for the use of third parties directly appointed, the publication of any data or information on the websites does not have the character of advertising, nor any legal arrangements oriented toward the creation of a legal relationship between the Foundation and the internet user, unless stated otherwise in individual cases.

These conditions are subject to the applicable legal regulations of the Czech Republic. Any disputes arising in association with the use of the websites and their content will be deliberated before the court with territorial jurisdiction in the Czech Republic in accordance with the laws of the Czech Republic.

These Terms of Use may be amended or supplemented solely by the Foundation. The Terms of Use of the websites are valid and applicable as of the date of publishing. These Terms of Use have been published on 1 February 2018 and updated 20 November 2020.

LICENSING PROVISIONS

The official logo of the Foundation is placed on the websites in color and black and white, which for the purposes of these licensing provisions are jointly referred to as “**Foundation Logo**”; photos are also displayed on the websites, which for the purposes of these licensing provisions are jointly referred to as “**Photos**”.

The Foundation Logo and Photos, as well as other materials placed on any part of the websites (including text, web design, graphics, all depictions on these pages, as well as the selection and arrangement of files contained on these websites) – hereinafter “**Content**”, are subject to protection under the Copyright Act. Only the Foundation is authorized to exercise the intellectual property rights to the Foundation Logo, Photos, and Content, as well as to the websites.

The Photos, Foundation Logo, and Content placed on the websites are offered to the public for download free of charge. By downloading Photos, the Foundation Logo, or the Content from the websites you consent to use the Photos or Foundation Logo or Content in accordance with the applicable legal regulations of the Czech Republic, good ethics, and for purposes and in a manner that will not damage the good name of the Foundation. By downloading the Foundation Logo, Photos, or other material from the Content you do not under any circumstances become their owner.

It is prohibited to:

- use the Foundation Logo, Photos, or Content for any other purpose than strictly personal and non-commercial use; or to distribute, edit, change, recreate, or otherwise interfere with the Content, Foundation Logo, and Photos placed on the websites and to distribute such edited, changed, recreated, or otherwise modified materials.

In the event of violation of any of the points stated above, you acknowledge that:

- such use of the Foundation Logo may be considered injurious to the rights and authorized interests of the Foundation and the Foundation will be entitled in such

cases to use all means made available by applicable law for protection of the rights and authorized interests of the Foundation,

- such use of Photos may be considered as injurious to the rights and authorized interests of the Foundation and may also be considered unauthorized infringement of the personal rights of natural persons depicted in the Photos, as stipulated by Act No. 89/2012 Coll., the Civil Code, as amended. In such cases, each natural person depicted in the Photos will be entitled to make use of all means made available by applicable law for protection against infringement of the personal rights of such natural persons, including the means of criminal law.

In the event that it will be necessary to request the connection of the Foundation Logo and/or Photo with an authorial work (literary or artistic), or other graphic material (poster, invitation, presentation, event agenda, etc.) in printed or electronic format, the Foundation reserves the right to request of you the presentation of such an authorial work for approval.

You will be required to use the Foundation Logo solely in accordance with the brand guidelines, which can be made available to you for download upon request. Address your request to the Foundation by email to info@komarekfoundation.org. The Foundation also reserves the right to request the submission of graphic design of any material on which the Foundation Logo is meant to appear. In the event of breach of these provisions, the Foundation is entitled to proceed in the manner described in the provisions above.

If you are interested in using the Foundation Logo and/or Photos on behalf of your employer, you warrant and represent that you are authorized to accede to these licensing provisions on behalf of your employer.

These licensing provisions may only be changed or supplemented by the Foundation.

These licensing provisions are subject to the applicable legal regulations of the Czech Republic. Any disputes arising in association with the use of the Foundation logo and/or Photos will be deliberated before the court with territorial jurisdiction in the Czech Republic in accordance with the laws of the Czech Republic.

These licensing provisions are valid and applicable as of the date of publishing. These licensing provisions were published on 1 February 2018.

Information about the author of the websites:

The websites are operated on the publishing system of Apploud Digital s.r.o., Company ID No.: 01576852, www.apploud.cz.

In case of questions or technical problems please contact the authors of this platform at info@apploud.cz or the operator at: info@komarekfoundation.org.