

## TERMS & CONDITIONS

**Effective date:** April 08, 2026

These Terms & Conditions govern access to and use of the website available at varnesn-ads.com and any associated web pages operated under that domain (the “**Website**”).

The Website is operated by Varnesn s.r.o., a company incorporated under the laws of the Czech Republic, with company identification number 28666151 and registered office at Moskevská 1464/61, Vršovice, 101 00 Prague 10, Czech Republic (“**Varnesn**”, “**Company**”, “**we**”, “**us**” or “**our**”).

By accessing or using the Website, you acknowledge that you have read and understood these Terms & Conditions and agree to be bound by them. If you do not agree, you must not use the Website.

### 1. Purpose of the Website

The Website is provided for general information about the Company and its creative, digital, marketing, web design, development and related business services, and to enable potential clients or business partners to contact us and request further information or a proposal.

The Website is an informational and contact channel only. Unless we expressly state otherwise in writing, the Website does not provide a self-service customer dashboard, an advertising exchange, campaign management platform, user account environment, or automated online contracting functionality.

### 2. No offer and no automatic contract formation

Nothing on the Website constitutes a binding offer, acceptance, guarantee, promise of availability, commitment to provide services, or commitment to accept any project, inquiry or order.

Any engagement for services, pricing, scope, deadlines, deliverables, acceptance criteria, intellectual property transfer, payment terms, performance metrics, confidentiality arrangements, service levels, and termination rights must be set out in a separate written agreement, proposal, statement of work, order form, or other written instrument expressly accepted by the Company.

Submitting an inquiry through the Website does not create a contract, partnership, fiduciary relationship, agency relationship, employment relationship, or exclusivity arrangement between you and the Company.

### 3. Eligibility and permitted use

You may use the Website only for lawful purposes and only in a manner consistent with these Terms & Conditions.

If you use the Website on behalf of a company or other legal entity, you represent that you have authority to act on its behalf and to bind that entity in relation to these Terms & Conditions.

You agree to use the Website only to learn about our business, assess potential cooperation, contact us regarding legitimate business matters, or otherwise interact with the Website in good faith and in compliance with applicable law.

#### **4. Prohibited conduct**

You must not:

- use the Website in any unlawful, fraudulent, misleading, abusive, defamatory, harassing or otherwise improper manner;
- attempt to gain unauthorised access to the Website, its hosting environment, servers, code, accounts, databases or related systems;
- interfere with or disrupt the integrity, performance or security of the Website;
- introduce viruses, malware, spyware, ransomware, malicious scripts, bots, automated scraping tools, or other harmful code or processes;
- copy, reproduce, republish, frame, mirror, scrape, harvest, mine, systematically extract or exploit Website content for commercial purposes without our prior written consent;
- use the Website in a way that infringes the intellectual property, privacy, data protection, publicity or other rights of any person;
- submit false, incomplete, misleading or outdated information through the Website;
- use the Website to send spam, mass communications, unsolicited promotions, or offensive or unlawful materials;
- misrepresent your identity, affiliation, authority, location or purpose;
- attempt to reverse engineer or derive source code from any non-open elements of the Website, except to the extent such restriction is prohibited by mandatory law.

We may suspend, block or restrict access to the Website, or reject any inquiry, if we reasonably believe that your conduct breaches these Terms & Conditions, creates legal or technical risk, or may harm the Company, the Website, other users or third parties.

#### **5. Business inquiries and communications**

The Website may allow you to contact us, request an offer, or otherwise submit a business inquiry. When you do so, you must provide accurate and sufficiently complete information for us to understand and respond to your request.

You are responsible for the content of any information, message, material, brief, instruction, attachment or other submission you send to us through the Website or in connection with your use of the Website.

You must not submit information that is unlawful, defamatory, infringing, misleading, malicious, technically harmful, or that you do not have the right to disclose to us.

We may respond to your inquiry, ask for clarifications, decline the inquiry, or choose not to proceed further. We are under no obligation to accept any potential engagement merely because you contacted us through the Website.

#### **6. No confidential submissions through the Website unless separately agreed**

The Website is not intended as a secure legal disclosure portal or a substitute for a negotiated confidentiality arrangement.

Unless we have expressly agreed otherwise in writing, you should not submit trade secrets, highly sensitive personal data, banking credentials, protected confidential information, or other information that requires special handling or contractual confidentiality protections.

If you nevertheless send materials to us through the Website or by reference to the Website, you acknowledge that the transmission itself does not automatically create a confidentiality obligation beyond any duty imposed by applicable law.

This clause does not limit our obligations under an executed NDA, service agreement, data processing arrangement, or other written agreement expressly entered into between you and us.

## **7. Submitted materials and limited licence**

To the extent necessary for us to review, assess and respond to your inquiry, you grant us a non-exclusive, worldwide, royalty-free licence to use, store, reproduce and internally review the content and materials you submit through the Website.

This licence is limited to the purposes of processing your inquiry, communicating with you, preparing a proposal or potential contractual documentation, compliance checks, internal administration, and protecting our legal rights.

You represent that you have all rights, permissions and legal bases necessary to submit such materials to us.

## **8. Intellectual property**

Unless otherwise stated, the Website and all content on it, including text, layout, structure, selection, graphics, branding elements, logos, designs, icons, software elements, and other materials, are owned by or licensed to the Company and are protected by applicable intellectual property laws.

We grant you a limited, non-exclusive, revocable, non-transferable licence to access and use the Website for your internal lawful business evaluation and communication purposes only.

You may not copy, modify, distribute, publish, commercially exploit, create derivative works from, or otherwise use any part of the Website except as expressly permitted by these Terms & Conditions or by our prior written consent.

Nothing in these Terms & Conditions transfers to you any ownership rights in the Website or in any Company intellectual property.

Any intellectual property in project deliverables, creative assets, marketing materials, software, designs, reports, campaign outputs or other work product will be governed exclusively by the separate written agreement applicable to that engagement.

## **9. Company names, trademarks and references**

Our company name, brand names, trade names, logos, and other brand features may not be used without our prior written consent, except for fair and lawful factual reference to us as a potential service provider.

You must not imply endorsement, partnership, certification, affiliation or sponsorship by the Company unless we have expressly agreed to that in writing.

## **10. Accuracy of information and no reliance**

We try to keep Website information reasonably current. However, the Website is provided for general information only.

To the maximum extent permitted by law, we do not warrant or represent that Website content is complete, accurate, current, error-free, fit for your purposes, or suitable for reliance in making business, legal, tax, financial, technical, marketing or compliance decisions.

Any case studies, descriptions, service summaries, statements regarding experience, approach, achievements, capabilities or expected outcomes are general informational statements only and do not constitute guarantees of future results.

Marketing, design, web, growth, lead generation and other business outcomes depend on multiple factors outside our control. Unless expressly agreed in writing, we do not guarantee any specific performance level, campaign result, conversion level, revenue increase, ranking outcome, traffic volume, lead volume, or business result.

You are solely responsible for evaluating whether our services are suitable for your needs and for obtaining independent legal, tax, financial, compliance, technical or other professional advice where necessary.

### **11. Third-party links and external resources**

The Website may contain links to third-party websites, tools, content, platforms or services. Such links are provided for convenience only.

We do not control and are not responsible for the availability, content, policies, security, terms or practices of any third-party website or service.

Access to third-party websites is at your own risk, and your use of those third-party resources is governed by their own terms and policies, not ours.

### **12. Website availability, updates and security**

We may modify, suspend, withdraw, restrict or discontinue all or any part of the Website at any time and without liability.

We do not guarantee that the Website will always be available, uninterrupted, timely, secure or free from errors, bugs or vulnerabilities.

From time to time we may perform maintenance, updates, upgrades, security changes or content revisions. We may also change the structure, design, functionality or content of the Website without notice.

You are responsible for using appropriate technical safeguards when accessing the Website, including maintaining current browser, device and cybersecurity protections.

### **13. No unlawful circumvention or misuse of communications**

You must not use contact details published on the Website for unlawful solicitation, mass mailing, spam distribution, scraping, identity spoofing, social engineering, phishing, or fraudulent payment instruction schemes.

Unless expressly confirmed by us in a separate written communication, no content on the Website constitutes an invoice, a binding request for payment, or final payment instructions for a client engagement.

You remain responsible for independently verifying payment instructions and commercial terms through official authorised Company communications.

#### **14. Privacy and cookies**

Our handling of personal data in connection with the Website is described in our Privacy Policy, which forms part of the overall Website legal framework.

Where required by applicable law, non-essential cookies or similar technologies will be used only on the basis of valid consent.

#### **15. Disclaimer of warranties**

To the maximum extent permitted by applicable law, the Website is provided on an “as is” and “as available” basis, without any express or implied warranty, representation or guarantee.

Without limiting the foregoing, we disclaim any implied warranties of merchantability, fitness for a particular purpose, non-infringement, availability, compatibility, security, title, satisfactory quality, and freedom from viruses or harmful code.

Nothing in these Terms & Conditions excludes or limits any warranty, liability or right that cannot lawfully be excluded or limited under mandatory law.

#### **16. Limitation of liability**

To the maximum extent permitted by applicable law, the Company and its directors, officers, employees, contractors, affiliates and representatives shall not be liable for any indirect, incidental, special, punitive, exemplary or consequential loss or damage arising out of or in connection with the Website or these Terms & Conditions.

This includes, without limitation, loss of profit, loss of revenue, loss of data, loss of opportunity, loss of contracts, business interruption, loss of reputation, loss of anticipated savings, and costs of substitute services, even if advised of the possibility of such loss.

To the maximum extent permitted by law, we are not liable for losses resulting from:

- (a) your reliance on Website content;
- (b) technical unavailability or interruption of the Website;
- (c) acts or omissions of third parties;
- (d) unauthorised access to transmissions or data;
- (e) malicious code or cybersecurity incidents not caused by our wilful misconduct;
- (f) your misuse of the Website; or
- (g) the failure of any prospective business relationship to proceed.

Where liability cannot be excluded but may be limited, our liability shall be limited to the minimum extent permitted by applicable law.

Nothing in these Terms & Conditions excludes or limits liability for fraud, wilful misconduct, gross negligence where non-excludable, death or personal injury caused by negligence where non-excludable, or any other liability that cannot lawfully be excluded.

#### **17. Indemnity**

You agree to indemnify, defend and hold harmless the Company and its directors, officers, employees, contractors, affiliates and representatives from and against claims, losses, damages, liabilities, costs and expenses, including reasonable legal fees, arising out of or in connection with:

- (a) your breach of these Terms & Conditions;
- (b) your unlawful or improper use of the Website;
- (c) any information, material or submission you provide through the Website;
- (d) your infringement of any third-party rights; or
- (e) your violation of applicable law.

This indemnity applies to the extent permitted by applicable law.

### **18. Suspension and termination of Website use**

We may suspend or terminate your access to the Website, or any part of it, immediately and without prior notice if we believe that:

- (a) you have breached these Terms & Conditions;
- (b) your conduct creates risk for the Company, the Website or third parties;
- (c) suspension is reasonably necessary for security, legal or technical reasons; or
- (d) we are required to do so by law or by a competent authority.

Termination or suspension of Website access does not affect any rights or obligations that accrued before the suspension or termination.

### **19. Governing law and jurisdiction**

These Terms & Conditions, and any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of the Czech Republic, excluding its conflict of laws rules.

The courts of Prague, Czech Republic shall have exclusive jurisdiction over disputes arising out of or in connection with these Terms & Conditions, except where mandatory law provides otherwise.

If you are entitled to mandatory consumer protections under applicable law, nothing in these Terms & Conditions deprives you of those mandatory rights.

### **20. Changes to these Terms & Conditions**

We may amend these Terms & Conditions from time to time.

The version published on the Website at the time of your use will apply. If we make material changes, we may indicate the updated effective date at the top of the document.

Your continued use of the Website after updated Terms & Conditions are published constitutes acceptance of the revised version, to the extent permitted by applicable law.

### **21. Severability**

If any provision of these Terms & Conditions is held to be invalid, unlawful or unenforceable, that provision shall be enforced to the maximum extent permitted, and the remaining provisions shall remain in full force and effect.

## **22. Entire understanding regarding Website use**

These Terms & Conditions govern Website use only. They do not replace any separate contract executed between you and the Company for services.

If a separate written agreement between you and the Company expressly governs a specific service engagement, that separate agreement shall prevail over these Terms & Conditions to the extent of any conflict in relation to that engagement.

## **23. Contact**

Questions regarding these Terms & Conditions should be sent to:

**Varnesn s.r.o.**

Moskevská 1464/61, Vršovice

101 00 Prague 10

Czech Republic

Company ID No.: 28666151

E-mail: [mail@varnesn-ads.com](mailto:mail@varnesn-ads.com)