

Terms of Use of M&A Port Students Submission

These Terms of Use of M&A Port Students Submission (hereinafter referred to as the “**Terms of Use**”), issued pursuant to the provisions of Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, regulate the mutual rights and obligations of the Contractual Parties:

1. TERMS

- a. **Author** Natural person who created the Work pursuant to Section 5 of Act No. 121/2000 Coll., the Copyright Act (“CA”) and who is at the same time studying at a university in the Czech Republic;
- b. **Work** For the purposes of these Terms of Use, Work means a literary work that is at the same time a schoolwork of the Author pursuant to Section 35 (3) of CA, and which the Author has uploaded to the Acquirer’s database via the Website and to which the Author has granted the Acquirer a License pursuant to these Terms of Use;
- c. **Abstract** Abstract means a short extract from the Work created by the Author briefly describing the content of the Work. If the Author supplies an Abstract in accordance with these Terms of Use, the Abstract is deemed to be part of the Work.
- d. **Profile** The Profile is a short professional/student biography of the Author created by the Author. If the Author supplies a Profile in accordance with these Terms of Use, the Profile is deemed to be part of the Work.
- e. **Acquirer** The Acquirer is Deloitte Advisory s.r.o., Corporate ID: 27582167, with its registered office at 2581/67, Vinohrady, 120 00 Prague 2, recorded in the Commercial Register maintained by the Municipal Court in Prague, File C, Insert 113225;
- f. **Website** The website is the web interface [M&A Port - Odevzdávárna odborných prací \(office.com\)](https://m&a-port-office.com) through which a Work can be uploaded to the Acquirer’s database and an Agreement concluded.
- g. **Contractual Parties** The Author and the Acquirer are also referred to collectively as the Contractual Parties (Parties) or individually as a Contractual Party (Party).
- h. **Deloitte Entities** “Deloitte Entities” refers to one or more of Deloitte Touche Tohmatsu Limited (“DTTL”), its global network of member firms, and their related entities (collectively, the “Deloitte organisation”). DTTL (also referred to as “Deloitte Global”) and each of its member firms and related entities are legally separate and independent entities, which cannot obligate or bind each other in respect of third parties. DTTL and each DTTL member firm and related entity is liable only for its own acts and omissions, and not those of each other. “Deloitte Central Europe”, “Deloitte CE”, “the firm” or “we/us” refers to one or more entities organised under the umbrella of Deloitte Central Europe Holdings Limited, the member firm in Central Europe of Deloitte Touche Tohmatsu Limited. Services are provided by the subsidiaries and affiliates of, and firms associated with Deloitte Central Europe Holdings Limited, which are separate and independent legal entities.

2. TERMS OF USE and LICENCE AGREEMENTS

- a. The Author and Acquirer enter into an Agreement pursuant to Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code, the content of which is set out in these Terms of Use (“**Agreement**”), whereby the Agreement is concluded at the moment when the Author fills in all mandatory data required by the Website, uploads the Work through the Website to the Acquirer’s database and clicks on the “Submit” button.

Licence Agreements

- b. The Author grants the Acquirer a non-exclusive licence (“**Licence**”) to the Work, to publish, reproduce and distribute the Work by any means and in any manner, the Acquirer is entitled in particular to publish the Work on the internet, to grant a sub-licence to the Work, to combine the Work with other Works, to include the Work in a collective work, to have the Work translated

and to use the Work in its translated form in the same manner as the Work in the original language.

- c. The Author grants the Licence to the Acquirer free of charge, as unlimited in time and territory.
- d. The Acquirer is not obliged to use the Licence.
- e. The Acquirer is not entitled to change or modify the Work or its title, except in cases explicitly stated in these Terms.
- f. The Acquirer is entitled to make corrections to the Work. The Author's liability for the Work's deficiencies is not affected.

Work's Publication

- g. The Author acknowledges that the publication of the Work is entirely at the discretion of the Acquirer, who will evaluate the Work through its internal mechanisms (editorial board) and decide whether the Work is suitable for publication on the Acquirer's website designated for this purpose.
- h. If the Acquirer decides to publish the Work, it shall contact the Author using the e-mail address provided by the Author on the Website and request processing of the Abstract and Profile within a reasonable period of time determined by the Acquirer. If the Author does not submit the Abstract, the Work will not be published.
- i. The Work will be published including the Author's name and information about the university attended or graduated from, the field of study and, if applicable, the year of study, including, if requested, the Profile, which the Author provided upon invitation and which the Author acknowledges and agrees to.
- j. If the Acquirer decides not to publish the Work, the Work and the personal data provided by the Author will be deleted within four months of their upload to the Acquirer's database at the latest.

3. AUTHOR'S DECLARATION

- a. The Author declares that he/she is the sole author of the Work, that the Work is free of factual and legal defects and that its use by the Acquirer within the scope of the granted Licence will not infringe any third party right or legal regulation. The Author shall be liable to the Acquirer for all damages and injuries incurred by the Acquirer in relation to the fact that the Author's statement in the preceding sentence was false.
- b. The Author declares that the Work has been created as a schoolwork pursuant to Section 35 (3) of CA, i.e. as a work created by a student in the course of his/her study obligations arising from his/her legal relationship to the university he/she is studying at, and as a schoolwork it has passed a plagiarism detection system, e.g. Turnitin, etc., and has been evaluated by the school.
- c. The author declares that all the information he/she has provided on the Website is true.

4. MISCELLANEOUS PROVISIONS

- a. The Author is not authorised to publish, advertise or make any statement (including references for marketing purposes) in any manner whatsoever incorporating Deloitte's trade name or logo, or referencing collaboration under these Terms of Use, without the prior written consent of the Acquirer.
- b. The Author undertakes to treat all information that comes to his/her knowledge in the course of or in relation to his/her cooperation with the Acquirer under these Terms of Use as confidential and undertakes to keep such information confidential and not to misuse, exploit, disclose or make available to any third party any such information.
- c. The contractual relationship between the Author and the Purchaser is regulated by Czech law and any disputes will be resolved amicably in the first instance, and in the event of failure, by the competent courts of the Czech Republic.