



# General Terms and Conditions for Sale and Licensing



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## PART I. - BASIC CONDITIONS

### 1. General Definitions and Interpretation of GTC

1.1. Capitalised terms used in these GTC have the following meanings, unless implied otherwise by these GTC or their context:

1.1.1. "**Application**" means the Reservatic© software application, which represents a new way of centralised management of Service reservations leading to time savings for Customers and reduced time loss for Providers.

1.1.2. "**Website**" means the website (web interface) available at [www.reservatic.com](http://www.reservatic.com) and any sub-pages thereof.

1.1.3. "**License**" means the authorization to exercise the right to use the Application.

1.1.4. "**License Agreement**" means the license agreement concluded under the terms and conditions agreed in these GTC between the Provider or the Customer, as the Licensee, on the one hand, and the Company, as the Licensor, on the other hand, on the basis of which the Company provides the Licence to the Provider or the Customer.

1.1.5. "**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended.

1.1.6. "Provider" means a natural or legal person who is an entrepreneur within the meaning of Section 420 et seq. of the Civil Code, who offers the Services to Customers and is interested in using the Application or uses it for its business under the License. The Provider is always also the User, unless the User is a representative of the Provider.

1.1.7. "**Service**" means any service provided and offered by the Provider to Customers through the Application, excluding erotic services.

1.1.8. "**Company**" means Railsformers s.r.o., ID No.: 24704440, with registered office at Vřesinská 2371/33, 708 00 Ostrava, registered in the Commercial Register kept by the Regional Court in Ostrava, Section C, Insert 36254.

1.1.9. "**User**" means an individual who has registered on the Website for the purpose of opening a User Account, regardless of the reasons



for opening the User Account, and who is a Provider, Provider's representative or Customer.

1.1.10. **"User Account"** means the User's virtual account created through registration on the Website containing all information about the User that the User enters into the User Account during registration or at any time during the User Account's existence.

1.1.11. **"T&Cs"** means these General Terms and Conditions, including any future amendments thereto.

1.1.12. **"Customer"** means a natural (or legal) person who is an end user of the Services (e.g. a patient, a customer of a hairdresser, a customer of a tyre service, etc.). The Customer is always also the User.

1.2. In interpreting these GTC, the rules of interpretation set out below shall apply unless otherwise apparent from these GTC or their context:

1.2.1. Where these GTC refer to "articles" or "articles". or to "paragraphs" or "subparagraphs" without further specification, this reference means the articles or paragraphs of these GTC.

1.2.3. Where reference is made to "days" in these GTC, the reference is made to calendar days.

1.2.4. Terms used in these GTC in the singular include the plural and vice versa, depending on the context of these GTC.

1.2.5. The headings in these GTC are for convenience of reference only and do not affect the interpretation of these GTC.

## 2. Introductory Provisions

2.1. The Company is the operator and owner of all rights to the Application.

2.2. The Company does not sell the Application to Providers or Customers but grants them a License.

2.3. The Company has all rights necessary to use the Application and to provide the License to third parties. The Company is also the owner of the European trademark "Reservatic". The granting of the License will not infringe the intellectual property rights of any third party.



2.4. The Company grants the License subject to the terms and conditions set forth in these GTC.

2.5. In accordance with § 1751 (1) in conjunction with § 2358 et seq. of the Civil Code, these GTC regulate in particular the mutual rights and obligations of the Company and the Provider or the Customer arising in connection with or on the basis of the License Agreement concluded through the Website for the purpose of proper use of the Application and other rights and obligations related to the use of the Application.

2.6. These GTC take precedence over the application of the Civil Code, unless the Civil Code expressly prohibits it. In the event that any issue is not covered by these GTC, the laws of the Czech Republic, in particular the Civil Code, shall apply.

2.7. These GTC are an integral part of the License Agreement. Provisions deviating from these GTC may be agreed in the License Agreement. Deviating provisions in the License Agreement shall prevail over the provisions of these GTC.

2.8. These GTC also apply to any updates to the Application that replace or supplement previous versions of the Application.

2.9. The Application is not intended for booking erotic services.

### 3. Registration and User Account

3.1. Registration on the Website is required before entering into the License Agreement. Upon registration, a User Account is automatically created for the User. Registration and the creation of a User Account are completely voluntary and free of charge.

3.2. Following registration, the User's account is accessible on the Website by entering the User's username, which is the User's e-mail address through which the User registered on the Website, and the password chosen by the User.



3.3. You can delete your User Account at any time via your User Account in the "My Profile" section.

3.4. The user is obliged to protect his/her login data (username and password) against loss or misuse. The User is also obliged to secure his/her technical devices to the extent reasonably required to minimise the risk of misuse of the User Account login data. The Company shall not be liable to the User for the loss of login credentials or for their misuse by third parties.

3.5. The User is obliged to provide only true, accurate, current and complete information when registering. The User is obliged to update these data immediately upon any changes via the User Account in the "My Profile" section.

3.6. The User is fully responsible for the use of the User Account. The Company is not responsible for the User's use of the User Account.



## PART II. - LICENCE TERMS FOR PROVIDERS

### 4. Conclusion of the Licence Agreement with the Provider

4.1. Following the registration and creation of a User account, the User has the possibility to start using the Application through (subsequent) registration of the Provider (by clicking on the "Register your company" button available on the Website).

4.2. The User is obliged to provide only true, accurate, up-to-date and complete information about the Provider upon the Provider's registration. The User is obliged to update these data immediately upon any changes via the User Account.

4.3. In the case of a License for the use of 1 booking calendar, the License Agreement between the Provider and the Company is concluded by completing the Provider's registration process by clicking on the "Publish Company" button (after all necessary data have been properly set).

4.4. In the case of a License for the use of 2 or more booking calendars, the License Agreement between the Provider and the Company is concluded by completing the Provider's registration process by clicking on the "Order" button (after properly setting all necessary data) and paying the price of the License for the use of the ordered number of booking calendars.

4.5. In the case of already registered Providers, the concluded License Agreement between the Provider and the Company is changed by paying the License price for the use of the newly ordered number of booking calendars, provided that the number of newly used booking calendars does not cover the License price paid so far (i.e. in case the Provider exceeds the limit of booking calendars given for the respective price plan with respect to the number of used booking calendars).





4.6. The User is not entitled to register a Provider to the Application that the User is not authorised to represent.

4.7. The Company shall be entitled at any time to request the User to prove the legal title to represent the Provider and the User shall comply with such request of the Company without delay. Failure to do so shall entitle the Company to make the Application unavailable.

4.8. In the event that the User registers a Provider in the Application who the User is not entitled to represent, the User shall pay a contractual penalty of CZK 100,000 to the Company. Payment of the contractual penalty shall not affect the Company's right to compensation for damages in full.

4.9. If the Provider does not launch a trial version of the service (hereinafter referred to as "Trial") within 30 days of the company's registration, the Provider will be sent an e-mail notification of the inactivated Trial. The email will be sent to the address provided by the Provider during registration. Failure to do so within the next 30 days of receipt of the email will result in the company being automatically deleted from the system.

## 5. Provider's License

5.1. The Provider is entitled to use the Application exclusively for the reservation of the Services offered by the Provider and for the management of Service reservations as well as in connection with the use of other additional functionalities of the Application (current or future).

5.2. Along with the License, the Company provides technical support and help services to Providers.

5.3. The Company may, on the basis of an individual agreement with the Provider, provide additional services related to the Application, such as training, implementation of the Application, etc., usually for a predetermined fee.

5.4. The licence is granted on a non-exclusive basis without territorial limitation.

## 6. Provider License Price

6.1. The price of the License is based on the number of booking calendars used by the Provider.

6.2. The license for the use of 1 booking calendar is free of charge (FREE price plan).

6.3. The license for the use of 2 or more booking calendars is subject to a fee. Currently, the prices of Licenses for the use of 2 or more booking calendars (price plans STANDARD, PROFI and MANAGER) are listed on the Website in the "Price list" section or will be communicated to the Provider upon request.

6.4. The obligation to pay the License price for the use of 2 or more booking calendars is not linked to the actual use of all booking calendars by the Provider within the period for which the Provider has subscribed to the License, nor to the extent of such use.

6.5. Licence prices are exclusive of VAT.

## 7. Payment Terms

7.1. The price of the License including VAT is always paid in advance.

7.2. The Provider has the possibility to choose in advance the period for which the License is subscribed (the so-called subscription period). Subscription period of 1 month, 3 months and 12 months are offered as standard.

7.3. The Provider shall pay the License Price by credit card or bank transfer to the Company's bank account.

7.4. The Licence Price is paid at the time of crediting the Company's bank account (usually immediately in case of payment by credit card).

7.5. The Licence Price shall be invoiced to the Provider by a tax document issued by the Company and sent to the Provider without undue delay after payment of the Licence Price. The Provider agrees to send



the tax document in electronic form (usually in \*.pdf format) to the email address provided during registration.

7.6. The date of taxable supply is the date of payment for the ordered License.

7.7. The Provider shall is not entitled to assign its claims under the License Agreement (including collateral assignment of claims), pledge its claims under the License Agreement or transfer its obligations under the License Agreement to a third party without the prior written consent of the Company.

7.8. The Provider shall not be entitled to unilaterally set off any of its claims against any claims of the Company under the License Agreement.

## 8. Termination of Provider's License

8.1. The licence for the use of 1 booking calendar is granted for an indefinite period of time. The license agreement will be automatically terminated by removing the Provider from the User Account (so-called deletion of the company) or by removing the User Account through which the Provider's company was registered to the Application.

8.2. The license for the use of 2 or more booking calendars is granted for the period for which the License price has been paid (prepaid). The License Agreement will automatically terminate on the last day of the prepaid period if the License price is not paid (prepaid) for the next period.

8.3. The Company has the right to terminate the License Agreement at any time if the Provider breaches any of its obligations under these GTC and fails to remedy the breach even within 5 days from the date of receipt of the Company's notice to remedy.

8.4. In the event of termination of the License Agreement, the subject of which was the License for the use of 2 or more booking calendars, due to a breach of any of the Provider's obligations under these GTC, the Provider shall not be entitled to a refund of the overpayment of the License price paid for the period after the termination of the License Agreement. The overpayment



shall constitute a contractual penalty for breach of the Provider's obligations under these GTC.

8.5. The Provider is entitled to withdraw from the License Agreement if the Application is not fully functional for more than 10 consecutive business days.

8.6. The Provider shall also be entitled to terminate the License Agreement in the event of at least 3 repeated serious technical problems or the Company's failure to provide an agreed part of the paid services, provided that the Provider has notified the Company of the serious technical problems of the Application or failure to provide the agreed part of the paid services, provided the Company with a minimum of 5 working days to remedy the problem and the Company has not provided the serious technical problem or the agreed part of the paid services to the Entrepreneur even within this additional period.

8.7. In the event of termination of the Licence Agreement pursuant to paragraphs [8.5](#) and [8.6](#) above, the Provider shall be entitled to a refund of a pro rata portion of the Licence price paid.

## 9. Other Licensing Arrangements (Provider)

### 9.1. The Provider is not entitled to:

9.1.1. grant any authorization forming part of the License to a third party or assign the License to a third party, even in part, without the prior written consent of the Company.

9.1.2. modify, copy, reproduce, translate, rent, lease, loan, sell, distribute or otherwise alter the Application and its content or create applications similar to the Application without the prior written consent of the Company;

9.1.3. enter any data into the Application that is not necessary for the Application's functioning, i.e. for the booking and administration of the Services, in particular confidential, legally protected or any other information, the entry of which into the Application could cause harm to the Company or any third party;

9.1.4. act against generally binding legal regulations, in particular laws protecting intellectual property rights;



9.1.5. use the Application in a manner that is contrary to the purpose of the Application, generally applicable law or that interferes with the rights of third parties.

**9.2. Furthermore, the Provider is not entitled to:**

9.2.1. create and disseminate through the Application any defamatory, vulgar, threatening, racist, abusive, offensive, unethical, pornographic or otherwise inappropriate or unlawful information, materials and opinions, or any information, materials and opinions that infringe or violate any third-party rights or the creation and dissemination of which would constitute an unlawful act;

9.2.2. create, upload to or distribute through the Application content that is illegal to possess or distribute, content that infringes the rights of a third party or is part of an illegal activity, send spam through the Application or attempt to gain access to another User's User account or the Company's servers;

9.2.3. upload, transmit or otherwise store content on the Application that may contain any virus or other files and programs that could destroy, damage or limit the functionality of the Application;

9.2.4. use any practices or materials of the Application or the Company that in any way infringe, violate or violate the proprietary or intellectual property rights of the Company or third parties;

9.2.5. perform activities that could in any way limit or compromise the functionality and security of the Website, the Application and services or functionalities related to them, or attempt to overcome the set (security) elements of individual services, functionalities and features of the Application.

9.3. Both the User and the Provider shall provide the Company with the required assistance in troubleshooting or making modifications to the Application or the Website upon request.

9.4. Violation of the above obligations shall be deemed to be material and shall entitle the Company to withdraw from the License Agreement and cancel the User Account or claim compensation for damages.



9.5. The Company may temporarily or permanently restrict the use of the Application or the functionality of the Application if there is a breach of any obligation under these GTC or any attack on the security of the Application or the Website, without any compensation.

9.6. By entering into the License Agreement, the Provider acknowledges that even with the Company's best efforts, the Application may be unavailable for a short period of time due to circumstances beyond the Company's control. The Provider agrees and undertakes that all of its data stored within the Application will always be available from another source.



## PART III. - LICENSE TERMS FOR CUSTOMERS

### 10. Conclusion of License Agreement with Customer

10.1. The conclusion of the License Agreement with the Customer and the provision of the free License occurs at the time of registration of the User who is a Customer and the creation of a User Account.

10.2. Under the License with the Customer, the Customer is entitled to use the Application free of charge solely for the purpose of booking the Services.

10.3. Along with the License, the Company provides technical support and help services to Customers.

10.4. The license is always granted to the Customer free of charge and as a non-exclusive license without territorial limitation.

10.5. By entering into the Licence Agreement, the Customer acknowledges that, even with the Company's best efforts, the Application may be temporarily unavailable due to circumstances beyond the Company's control. The Customer agrees and undertakes that all of its data stored within the Application will always be available from another source.

10.6. The Customer agrees to the use of remote means of communication when entering into the License Agreement. The costs incurred by the Customer in using remote means of communication in connection with the conclusion of the Licence Agreement (Internet connection costs, telephone call costs) are borne by the Customer and the Customer acknowledges that the amount of such costs depends entirely on the conditions of the Internet or telephone connection used by the Customer.



## 11. Termination of Customer's License (withdrawal from License Agreement)

11.1. The licence is granted for an indefinite period.

11.2. The Company may terminate the License Agreement at any time if the Customer breaches any of its obligations under these GTC and fails to remedy the breach even within 5 days from the date of receipt of the Company's notice to remedy.

11.3. The Customer may withdraw from the License Agreement at any time without stating any reason by deleting the User Account. By removing the User Account, the License Agreement will be automatically cancelled.

## 12. Other Licensing Agreements (Customer)

12.1. The customer is not entitled to:

12.1.1. grant any authorization forming part of the License to a third party or assign the License to a third party, even in part, without the prior written consent of the Company.

12.1.2. modify, copy, reproduce, translate, rent, lease, loan, sell, distribute or otherwise alter the Application and its content or create applications similar to the Application without the prior written consent of the Company;

12.1.3. enter into the Application any data that is not necessary for the functioning of the Application, i.e. for booking the Services, in particular confidential, legally protected or any other information, the entry of which into the Application could cause harm to the Company or any third party;

12.1.4. act against generally binding legal regulations, in particular laws protecting intellectual property rights;

12.1.5 use the Application in a manner that is contrary to the purpose of the Application, generally applicable law or that infringes the rights of third parties.





## 12.2. The Customer is furthermore not entitled to:

12.2.1. create and disseminate through the Application any defamatory, vulgar, threatening, racist, abusive, offensive, unethical, pornographic or otherwise inappropriate or unlawful information, materials and opinions, or any information, materials and opinions that infringe or violate any third-party rights or the creation and dissemination of which would constitute an unlawful act;

12.2.2. create, upload to or distribute through the Application content whose possession or distribution is in violation of generally binding legal regulations, content that infringes the copyright of a third party or is part of an illegal activity, send spam through the Application or attempt to gain access to the User account of another User or to the Company's servers;

12.2.3. upload, transmit or otherwise store content on the Application that may contain any virus or other files and programs that could destroy, damage or limit the functionality of the Application;

12.2.4. use any practices or materials of the Application or the Company that in any way infringe, violate or violate the proprietary or intellectual property rights of the Company or third parties;

12.2.5. perform activities that could in any way limit or compromise the functionality and security of the Website, the Application and services or functionalities related to them, or attempt to overcome the set (security) elements of individual services, functionalities and features of the Application.

12.3. The Customer shall provide the Company with the necessary assistance in troubleshooting or making modifications to the Application or the Website upon request.

12.4. Violation of the above obligations shall be deemed to be material and shall entitle the Company to withdraw from the License Agreement and cancel the User Account or claim compensation for damages.

12.5. The Company may temporarily or permanently restrict the use of the Application or the functionality of the Application if there is a breach



of any obligation under these GTC or any attack on the security of the Application or the Website, without any compensation.



## PART IV. - TERMS FOR THE PROVISION AND RESERVATION OF SERVICES

### 13. Terms of Service

13.1. Obligations arising through the Application, in particular on the basis of the reservation of the Service, and the rights and obligations arising therefrom, are governed by the individual contractual terms and conditions agreed between the Provider and the Customer, and if not agreed, by generally binding legal regulations, in particular the relevant provisions of the Civil Code; the same applies to the rights and obligations arising from the obligation between the Provider and the Customer, the subject of which is the provision of the reserved Service.

13.2. The Company is not a contractual party to any obligation arising between the Provider and the Customer through the Application.

13.3. The Company shall not be liable for any damage caused by the breach of the Provider's obligations arising from the obligation between the Provider and the Customer through the Application.

13.4. The Company does not guarantee, warrant or guarantee the proper and timely provision of the reserved Service or the fulfilment of any other obligation arising from the obligation between the Provider and the User through the

### 14. Reservation of Services

14.1. Reservation of Services may be made by logging into the User Account after searching for the relevant Provider, the Service offered by the Provider (so-called action), the year, month, day and time of the selected Service, or filling in the first and last name (if these data have not been entered into the [14.2](#)). You can modify or cancel your reservation for the Service through your User Account in the "My Reservations" section.



14.3. The terms and conditions for cancellation of the Services are subject to the terms and conditions of the respective Providers; these terms and conditions may vary from Provider to Provider.

14.4. The Customer acknowledges that reservations for Services of some Providers may be subject to payment of a reservation fee. In this case, the booking of the Service will be completed only after the payment of the booking fee.

14.5. The amount of booking fees is at the discretion of the Providers.

14.6. The Provider will take the paid booking fee into account when calculating the remuneration for the provision of the booked Service (the remuneration for the provision of the booked Service will usually be reduced by the paid booking fee).

## 15. Payment of Booking Fee

15.1. Payment of the booking fee will only be possible by credit card online via the GoPay payment gateway.

15.2. The Customer is obliged to pay the booking fee immediately or at the latest within 1 hour of booking the Service in the "My Booking" section.

15.3. Upon successful payment of the booking fee, the Customer will receive a confirmation of payment of the booking fee. The confirmation of payment of the booking fee will be delivered to the Customer's email address entered in the GoPay payment gateway dialog for entering the payment card number.

15.4. Further information about the GoPay payment gateway is available on the website of the operator of the GoPay payment gateway (available at: <https://help.gopay.com/cs/>).

15.5. All costs and fees related to the establishment and use of a GoPay account are borne by the Provider.



## 16. Booking Fee Payment Settings

16.1. Payment of the booking fee may only be requested by Providers who have a GoPay account.

16.2. To activate the booking fee payments, the Provider must enter the access data to their GoPay account into the User Account, which will activate the payment gateway.

16.3. Once the payment gateway is activated, the Customer will be required to pay a reservation fee to complete the reservation of the Service.

16.4. The amount of the reservation fee is set by the Provider at its own discretion.

16.5. All booking fee payments will be credited directly to the Provider's GoPay account.

## 17. Company's Commission

17.1. The company is entitled to a commission on each booking fee paid.

17.2. In the case of a Provider who has a License for the use of 1 booking calendar (FREE price plan), the amount of the commission is 5% of each booking fee paid including/excluding VAT. In the case of a Provider who has a License for the use of 2 or more booking calendars (STANDARD, PROFI and MANAGER price plans), the amount of the commission is 3% of each booking fee including/excluding VAT.

17.3. The amount of the agreed commission covers all of the Company's costs related to the administration of the paid booking fees. The agreed commission does not include fees for payments through the GoPay payment gateway, which will be charged to the Provider by the operator of the GoPay payment gateway; these fees shall be paid by the Provider in excess of the commission agreed in paragraph 17.2 directly to the operator of the GoPay payment gateway.



17.4. The Company shall invoice the Provider for the commission once per calendar month, in aggregate for all payments of booking fees made in the relevant calendar month, always no later than the 15th day of the calendar month following the calendar month in which the booking fee payments were made. The due date of the tax invoice shall be 15 days from the date of issue. The relevant VAT will be added to the commission. In the event that the amount of commission for card payments made for transactions does not reach 4 EUR for a given month, this amount will not be invoiced and will be automatically carried over to the following month. If the amount of the commission does not reach 4 EUR cumulatively in any month, the total amount for that calendar year will be invoiced on the last day of the year.

17.5. In the event of delay in payment of the invoiced commission, the Provider shall pay the Company interest on late payment at the rate of 25% per annum.

## 18. Notification SMS

18.1. Providers have the option to set up a notification SMS service through the User Account, which will be automatically sent to Customers who have booked a partial Service with the Provider (notification SMS can also be automatically sent in case of modification of a reservation, deletion of a reservation or as a reminder of a reservation).

18.2. There is a fee for the automatic SMS notification service. The SMS notification fee is paid in advance in the form of an SMS credit.

18.3. The price of 1 SMS containing 160 characters is CZK 1 excluding VAT.

18.4. The Provider is entitled to choose its own text of notification SMS only for notification SMS that are sent to Customers in case of modification or cancellation of the reservation of Services. If the text of the notification SMS selected by the Provider exceeds 160 characters, 2 or more notification SMS will be sent to the Customer (according to the actual number of characters contained in the notification SMS) and the Provider will be deducted credit for the actual number of SMS sent.

## PART V. - COMMISSION SYSTEM

### 19. Specific Definitions for Commission System Terms

19.1. Capitalised terms used in this Section V. shall have the following meanings, unless the context or these GTCs indicate otherwise:

19.1.1. "**Commission System**" means a system in which Partners carry out Promotions and earn Commission on Transactions.

19.1.2. "**Commission Account**" means the web application available through the User Account after the Partner has registered for the Commission System, which allows the Partner to access the overview of the Commission System. The Commission Account is part of the User Account.

19.1.3. "**Commission**" means the remuneration due to the Partner for each Transaction.

19.1.4. "**Transaction**" means a payment for the provision of a Licence for consideration meeting the conditions set out in paragraph [23.2](#).

19.1.5. "**Partner**" means a User who wishes to register or has already registered for the Commission System.

19.1.6. "**Promotion**" means the marketing support and promotion of the Company and the Application to third parties in accordance with the terms of the Commission System for the purpose of attracting users of the Application, in particular from Providers.

19.1.7. "**Cooperation Agreement**" means a contract concluded on the terms and conditions agreed in these GTC between the Partner and the Company within the meaning of Section 1746(2) of the Civil Code, the subject of which is the Partner's obligation to comply with the terms and conditions of the Commission System agreed in these GTC and the Company's obligation to pay the Partner the Commission under these terms and conditions.



## 20. Registration to Commission System

20.1. Participation in the Commission System is former by the Partner's registration in the Commission System.

20.2. There is no legal entitlement to participate in the Commission System.

20.3. Participation in the Commission System is completely voluntary and can be cancelled at any time.

20.4. By registering the Partner to the Commission System, a Cooperation Agreement is created between the Partner and the Company.

20.5. When registering for the Commission System, the Partner is obliged to provide truthfully and completely the required information necessary for participation in the Commission System and to keep it up to date. The Company shall not be liable for any damage caused by the provision of false or incomplete information when registering for the Commission System.

20.6. The Partner is obliged to protect the provided access names and passwords to the Commission System against misuse by third parties. The Partner is obliged to immediately notify the Company of any technical or security malfunction of the Commission System by e-mail sent to [info@reservatic.com](mailto:info@reservatic.com).

20.7. The Partner is obliged not to use the Commission System and its functionalities contrary to its purpose and intent.

## 21. Form of Promotion

21.1. Based on the Cooperation Agreement, the Partner has the right to choose the form and method of Promotion that is not in conflict with these GTC.

21.2. The Partner is obliged to protect the legitimate interests and the name of the Application and the Company, to act in accordance with generally binding legal regulations, not to harm the rights of the Company or third parties





and not to take any action that would be contrary to ethics or generally accepted practices in business relations.

### **21.3. Promotion is prohibited:**

21.3.1. in the form of any communication or announcement whose content is vulgar, threatening, racist, abusive, sexist, offensive, unethical, erotic or pornographic, defamatory or otherwise inappropriate or in violation of generally binding legal regulations;

21.3.2. through websites, magazines, newspapers and other means to disseminate public communications with vulgar, threatening, racist, abusive, sexist, offensive, unethical, erotic or pornographic, defamatory or otherwise inappropriate content or content in violation of generally binding legal regulations, in particular those that promote or encourage the violation of rights and freedoms (personal, religious, cultural, etc.);

21.3.3. in any form that can be classified as SPAM or unsolicited communication;

21.3.4. in any form that is contrary to good manners or principles of good behaviour.

21.4. If the Company discovers that the Partner violates the prohibition under paragraph [21.3](#), it is entitled to withdraw from the Cooperation Agreement with immediate effect and exclude the Partner from the Commission System. In such case, the Partner shall lose the right to payment of the Commission that has not yet been paid and shall be liable for any damage caused to the Company by its actions.

21.5. The Partner shall be liable for any damage caused to the Company or third parties in the course of its own activities within the Promotion.

21.6. The Partner is obliged to comply with the Company's instructions when participating in the Commission System and implementing the Promotion.

21.7. If the Partner's account is terminated due to the termination of the Cooperation Agreement, the Partner is obliged to immediately, but no later than within 5 days of the termination of the Cooperation Agreement, stop



all its own activities within the Commission System and no longer carry out the Promotion.

## 22. Banners and Unique Link

22.1. The Partner is entitled to use pre-made banners for the purpose of Promotion, which the Company will provide to the Partner after registration in the Commission System.

22.2. If the Partner uses pre-prepared banners in the Promotion, the Partner is obliged to use them unchanged and according to the Company's instructions for the type of pre-prepared banner. The Company's copyrights in the pre-made banners remain unaffected.

22.3. The Partner is also entitled to use for the purpose of Promotion on its own or other websites, in advertisements and on social networks the unique sharing link that the Company provides to the Partner after registration in the Commission System.

## 23. Commission

23.1. The amount of the commission shall be 10% of each Transaction made within 2 years from the moment of the first registration within the meaning of paragraph [3.1.](#) et seq. of the GTC, regardless of the fact when the Licensing Agreement with the Provider attributable to the Partner within the meaning of paragraph [23.2.](#) et seq. of the GTC is concluded.

*(For the avoidance of doubt, the following example is given: Mr Novák is the managing director of Pneuservis Novák s.r.o. On 1 January 2020, Mr. Novák accessed the Website by actively clicking on the banner of his friend who is a Partner and immediately after registration and creation of a User Account, he registered the company (company) Pneuservis Novák s.r.o. as a Provider, which resulted in the conclusion of the License Agreement for 1 booking calendar (FREE version). In 2020, Pneuservis Novák s.r.o. prospered economically, expanded its services and Mr. Novák needed more booking calendars. Therefore, in February 2021, he switched from the FREE*



*version to the STANDARD version and subscribed for a 12-month period. Since the Transaction (payment of the subscription fee) was made within 2 years from the first registration (i.e. between 1 January 2020 and 1 January 2022), the Partner (Mr. Novák's friend) is entitled to a Commission for this Transaction. If Mr. Novák subscribes to the STANDARD version in 2022, the payment of such subscription will no longer give rise to the right to the Commission.)*

23.2. The right to the Commission arises in the event of a Transaction being made by a Provider who has accessed the Website by actively clicking on a banner or through a unique link (within the meaning of Article [22.](#)) and has subsequently registered and been automatically created a User Account, i.e. in a manner that allows the Company to associate such Provider with a Partner.

23.3. The Partner acknowledges and agrees that if the Provider is not attributable to the Partner at the time of registration (e.g., the Provider accesses the Website after actively clicking on a pre-prepared banner or through a unique link but does not register or does so at any later time when it visits the Website other than through an active click on a pre-prepared banner or unique link), the Partner shall not be entitled to a Commission for payment for the License made by such Provider. In this regard, the Partner acknowledges the following terms and conditions:

23.3.1. The Company monitors all potential Providers accessing the Website by means of cookies in their browser using individual codes that are part of pre-installed banners or unique links.

23.3.2. If a potential Provider accesses the Website via multiple unique links from multiple Partners, the last of the unique links, or the Partner whose unique link was entered last, will always take precedence and any Transaction will be assigned to that Partner.

23.3.3. If the potential Provider makes changes to the cookies, in particular by cleaning them, the information will be lost and in this case it is not possible to associate the Transaction of such Provider with the Partner and the Partner is not entitled to the Commission. Information about



the origin of the Provider is normally stored in cookies with a validity of 30 days.

23.3.4. The tracking technology used by the Company within the Commission System is the only relevant source for tracking Providers, allocating Transactions to Partners and attributing Commission to the Partner.

23.4. The Partner is not entitled to a Commission on Transactions made by a Provider who was previously a Customer. At the same time, the Partner is not entitled to the Commission on Transactions made by the Partner himself/herself, his/her family members or other close persons, persons related to the Partner by property, business or similar relations.

## 24. Commission Payment Terms

24.1. The prices of the Licences set out on the Website are exclusive of VAT.

24.2. All Commissions will be calculated on the basis of the price of the Licences excluding VAT.

24.3. The Commission will be paid to the Partner at any time upon the Partner's request for payment of the Commission and upon presentation of an invoice (or tax receipt) by which the Partner shall account to the Company for the Commission to which the Partner is entitled. The invoice (tax receipt) will be due and payable at least 30 days from the date of delivery to the Company.

## 25. Company's Rights and Obligations

25.1. The Company shall ensure smooth operation of the Commission System, including the Commission Account, except in situations where an extraordinary, unforeseeable or insurmountable obstacle arises independent of the Company's will (e.g. force majeure, accidents, outages of public telecommunications networks, etc.) or in the event of the need to perform actions necessary to ensure smooth operation (e.g. hardware maintenance, software updates, etc.).



25.2. The Company shall monitor and evaluate all payments for Licenses, allocate payments meeting the definition of a Transaction to the Partner, calculate and record Commissions and inform the Partner of the amount of the Commission, all through the Commission Account.

25.3. The Company shall be entitled to unilaterally suspend the Partner's registration in the Commission System at any time, even without giving any reason, and to require the Partner to terminate the Promotion and to remove all advertisements and advertising space used in the Promotion; any right (or future rights) of the Partner to payment of the Commission in this case shall remain unaffected.

25.4. The Company shall have the right not to pay the Commission in case the Partner provides incorrect contact, payment or identification information when registering in the Commission system. It is the Partner's responsibility to prove the accuracy of such data. The Company shall at any time before payment of the Commission request the Partner to prove the correctness of his contact, payment or identification data and the Partner shall comply with such request without delay.

## **26. Commission System's Other Terms and Conditions**

26.1. The Partner shall not be entitled to reimbursement of any costs associated with its activities under the Commission System.

26.2. The Partner is not authorised to act on the Company's behalf or expense. Nor is the Partner authorised to act in such a way as to cause confusion between the Partner and the Company or to give the impression that he or she is an authorised advertising representative of the Company.

26.3. The Partner is obliged to regularly check the status of his/her Commission Account. The Partner may object to the status of his/her Commission Account if he/she finds a discrepancy with the information contained therein within 30 days of the occurrence of a material event not recorded in the Commission Account. The Company shall investigate such objection



within 30 days at the latest and notify the Partner by e-mail of the result of the investigation and make any corrections to the Provision Account records.

26.4. If a situation arises where the Partner abuses the rules of the Commission System to obtain an unjustified benefit, the Company is entitled to reduce the Partner's Commissions accordingly, withdraw from the Cooperation Agreement with immediate effect and exclude the Partner from the Commission System.



## PART VI.- COMMON AND FINAL CONDITIONS

### 27. Limitation of Liability and Other Limitations

27.1. The Company shall not be liable or responsible for any damages caused by the use of the Application. The User, Provider and Customer use the Application solely at their own risk and bear all risks associated with the use of the Application.

27.2. The Company shall not be liable or responsible for the activities performed by the Provider through the Application towards the Customers, nor does it guarantee that the use of the Application will be profitable for the Provider or that the Provider will achieve higher profits through the Application. The Company shall not be liable for indirect damages resulting from the Application's use, i.e. for loss of profit, loss of sales, financial or indirect, special or consequential damages.

27.3. The Company shall not be liable for any damages caused by the Application's use, nor for any damages on the part of the User, Provider and Customer caused by the Application's use by third parties.

27.4. The Company shall not be liable for any loss or misuse of data stored in the Application and any damage caused thereby. The User, the Provider and the Customer are obliged to regularly save all data stored in the Application on their own storage devices.

27.5. To the maximum extent permitted by generally applicable law, the Application is provided "as is", i.e. with all faults and without warranty of any kind. The Company makes no warranties in relation to the Application.

27.6. The Company makes no warranty of the Application's uninterrupted use or that the functionality of the Application will meet any User, Provider or Customer (or any other third party) requirements, that the operation of the Application will be uninterrupted or error-free, that any service of the Application will be available without interruption, that defects in the Application will be corrected, or that the Application will be compatible



or interoperable with any third party software, applications or services, or that defects in the Application and services will be corrected.

27.7. No oral or written information or warranty provided by the Company or its authorised representative forms any warranty as to the functionality, features or quality of the Application and the services associated therewith.

27.8. To the maximum extent permitted by generally applicable law, the Company shall not be liable for any incidental, special, indirect or consequential damages of any kind, including damages for loss of profits, damage to or loss of data or information, inability to transmit or receive data, business interruption, or any business damage or loss arising out of or in connection with the use of or inability to use the Application, regardless of the cause, even if the Company has been advised of the possibility of such damages.

27.9. For the avoidance of doubt, the User, the Provider and the Customer waive in advance all their rights arising from defective performance and, to the maximum extent possible, all their rights arising from the Company's liability for any damage caused by or in connection with the use of the Application.

27.10. If, according to generally binding legal regulations, the Company's liability for any damage caused by or in connection with the use of the Application is not possible, the User, Provider and Customer agree that the Company's liability for damages will be limited, in the case of the Provider, to the amount of the fee paid by the Provider for the License in the calendar year in which the damage occurred, in the case of the Customer and the User, to a maximum of CZK 500.

27.11. Ownership and intellectual property rights in the Application or content displayed or accessed through the Application belong to the respective content owners. Such content may be protected by copyright or other intellectual property laws and treaties and may be subject to the terms of use of third parties who provide it. The granting of a License does not grant the User, Provider or Customer any rights to use such content, nor does it guarantee that such content will be available to them on a permanent basis. In the case





of a Commission System, the Company shall be liable for damages up to a maximum of the unpaid Commissions.

27.12. The Company may, at its sole discretion, make updates to the Application available in the future. Updates to the Application, if provided, will not necessarily include all of the features of the existing Application (previous versions of the Application) or new features that the Company releases for newer operating systems, other versions of operating systems, or other operating systems.

## 28. Other Provisions

28.1. To minimize possible misuse of login data, the company uses only encrypted connections using an SSL certificate. The Company secures data against loss by backing up data on physically separate storage devices.

28.2. For the avoidance of doubt, it is agreed that if the User is also the Provider, both the rights and obligations of the User and the rights and obligations of the Provider apply to the User, and the obligations of the Provider under the GTC apply to the User to the maximum extent possible and vice versa.

28.3. The Company reserves the right to monitor the number of records and data that the User, Provider and Customer work with within the Application in order to provide the statistical data offered.

## 29. Final Provisions

29.1. All rights and obligations of the Company, the User, the Provider and the Customer under the License Agreement or related to the Application shall be governed by these GTC, otherwise generally binding laws of the Czech Republic.

29.2. In the event that any provision of these GTC is or becomes or is found to be invalid, ineffective or unenforceable, the validity, effectiveness



or enforceability of the remaining provisions shall not (to the maximum extent permitted by generally applicable law) be affected.

29.3. The Company reserves the right to amend these GTC. The current version of the Terms and Conditions is permanently available on the Website.

29.4. The validity of these GTC, which follow up on the version 3/2020 of 23 March 2020, commences on 1 July 2024.