

TERMS AND CONDITIONS

of

BEZKEMPU s.r.o.

with its registered office at Ve žlábku 1800/77, Horní Počernice, 193 00 Prague 9

ID NO.: 07213557

TAX ID: CZ07213557

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 295444 (hereinafter referred to as the “**Operator**”),

1. INTRODUCTORY PROVISIONS

1.1. The Operator operates an advertising portal on the website www.bezkempu.cz (hereinafter referred to as the “**Website**”), on which it publishes offers of third parties (Providers) for the provision of their Services or Land for temporary use to other persons (Interested Parties), and through which it enables the conclusion of relevant contracts between Providers and Interested Parties and the payment of a fee from these contracts.

1.2. In accordance with Section 1751(1) of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”), these terms and conditions (hereinafter referred to as “**Terms and Conditions**”) regulate the mutual rights and obligations between the Operator and the Users under the User Account Agreement on the basis of which the Operator establishes a User Account for the Users and provides related services (in particular, the possibility to conclude a Rental Agreement or a Service Agreement and the technical provision of fee payments under these agreements and other services specified in these Terms and Conditions or in the Product Terms and Conditions).

1.3. These Terms and Conditions form an integral part of the User Account Agreement (see Article 2) and any other agreement that refers to these Terms and Conditions.

1.4. These Terms and Conditions are further closely linked to the individual Product Terms and Conditions, which are defined below.

1.5. The User Account Agreement, including the Terms and Conditions, is in the Czech language and may be concluded in the Czech language.

1.6. The Terms and Conditions may be modified or amended by the Operator. Such modifications and amendments are without prejudice to the rights and obligations arisen during the effective period of the previous version of the Terms and Conditions. Upon the User's consent to the new version of the Terms and Conditions, the previous Terms and Conditions shall cease to be effective and the new version of the Terms and Conditions shall become an integral part of the User Account Agreement or any other agreement that expressly refers to these Terms and Conditions. This is without prejudice to Article 13.4 of the Terms and Conditions.

1.7. The following terms used in these Terms and Conditions shall have the following meanings:

1.7.1. **Camping** means the temporary use of the Land by the Interested Party for overnight and/or short-term recreation. Camping may include, but is not limited to, the erection and use of tents or other portable shelters, parking and use of motor homes or campers, use of open and closed fires, and other customary related activities. The specific nature of the Camping (including prohibited activities) may be modified within the Land offer published by the Provider on the Website.

1.7.2. **Provider** means a User who offers their Land or part thereof for temporary use (for consideration) or the provision of Services for consideration to Interested Parties on the Website and who enters into a Rental Agreement or Service Agreement with the Interested Party through the electronic means available on the Website.

1.7.3. **Land** means land or part thereof owned exclusively by the Provider, or land or part thereof which the Provider may provide to the Interested Party for temporary use on the basis of another legal ground (e.g. as a lessee under a lease agreement, etc.), which the Provider provides to the Interested Party for temporary use on the basis of the relevant Rental Agreement for consideration. Land is offered on the Website in the following modes:

1.7.3.1. Exclusive cooperation (A)

1.7.3.2. Non-exclusive cooperation (B); and

1.7.3.3. Non-exclusive cooperation (C).

Further information on each mode is available on the Website and the relevant Product Terms and Conditions for the offer of Land.

1.7.4. **Product Terms and Conditions** means the specific terms and conditions that govern the rights and obligations of the Operator and the User in the provision of selected services available under the User Account, in particular:

1.7.4.1. Product Terms and Conditions for the offer of Land for temporary use, and

1.7.4.2. Product Terms and Conditions for the offer of Services.

1.7.5. **Service** shall mean a service or other performance (e.g. guide services, refreshments, fishing, or rental of boats, tents, campers, bicycles, etc.) provided by the Provider to the Customer for a fee, based on the relevant Service Agreement.

1.7.6. **Service Agreement** means an agreement concluded by the Provider with the Interested Party, under which the Provider undertakes to provide the Interested Party with the agreed Services (or an item for temporary use, if the subject of the Service is the provision of an item for temporary use) for a fee and the Interested Party undertakes to pay the Provider the agreed fee for the Services provided. The specific terms and conditions of this Agreement (the Provider's requirements) and the content of the Services provided are regulated within the offer of Services published by the Provider on the Website.

1.7.7. **Rental Agreement** means the agreement concluded by the Provider with the Interested Party, under which the Provider undertakes to provide the Interested Party with temporary use of the Land specified in this Agreement for a fee and the Interested Party undertakes to pay the

Provider the agreed fee for the temporary use of the Land (or part thereof). The specific terms and conditions of this Agreement (the Provider's requirements, including any restrictions for the Interested Party) are set out in the offer of Land published by the Provider on the Website. If the Provider will allow this service, the Rental Agreement may be concluded with the advantage of a so-called **Exclusive Reservation**. In the case of an Exclusive Reservation, the Rental Agreement will be concluded in relation to the entire Land and the Provider will not offer any parts of the Land for temporary use to third parties for the duration of the Rental.

1.7.8. **User Account Agreement** means the agreement concluded by the Operator with the User under which the Operator provides the User Account and related services to the User.

1.7.9. **User** means a natural or legal person who has concluded a User Account Agreement with the Operator on the basis of which the Operator has set up a User Account for him/her and to whom the Operator provides other services related to the User Account according to the User Account Agreement.

1.7.10. **User Account** means the user interface of the Website (account) established for the User by the Operator on the basis of the User Account Agreement.

1.7.11. **Interested Party** means a User who is interested in the provision of the Land for temporary use or the provision of the Service and who concludes a Rental Agreement or Service Agreement with the Provider through the electronic means available on the Website.

2. USER ACCOUNT AGREEMENT AND ITS CONCLUSION

2.1. On the basis of the User Account Agreement, the Operator provides the User Account and related services specified in these Terms and Conditions or Product Terms and Conditions to the User under the terms and conditions set out in these Terms and Conditions or Product Terms and Conditions.

2.2. Under the User Account Agreement, the User agrees to pay the Operator for the provision of the User Account and related services the fee specified in these Terms and Conditions or in the relevant Product Terms and Conditions on the terms and conditions specified herein or in the relevant Product Terms and Conditions. The User further agrees to comply with the obligations set forth in these Terms and Conditions or the applicable Product Terms and Conditions.

2.3. The User shall make a proposal to enter into the User Account Agreement by filling in the data in the form on the Website (including entering the unique code sent to the User via SMS to the telephone number provided by the User during the registration process) and sending such data to the Operator by clicking on the "Save" button (hereinafter referred to as the "User Account Agreement Proposal"), thereby expressing and confirming the User's intention to enter into the User Account Agreement. Prior to sending the User Account Agreement Proposal to the Operator, the User is allowed to check and change the data he/she has provided in the registration form, including with regard to the User's ability to correct errors made during data entry. Section 1732 (2) of the Civil Code shall not apply.

2.4. Following delivery of the proposal for conclusion of the agreement to the Operator, the Operator shall send an acceptance of the proposal for conclusion of the agreement (hereinafter referred to as the “**Acceptance**”) to the e-mail address specified by the User in the User Account. Upon delivery of the Acceptance to the User, the User Account Agreement is concluded. The User acknowledges that the Operator is not obliged to conclude the User Account Agreement, in particular with persons who have previously materially breached the User Account Agreement (including the Terms and Conditions).

2.5. The User agrees that the Operator may commence performance of the User Account Agreement immediately after its conclusion, even before the expiry of the statutory withdrawal period in those cases where the User is a consumer. The User who is a consumer acknowledges that by consenting to the previous sentence, he/she loses the right to withdraw from the User Account Agreement, which will be executed by the Operator before the expiry of the statutory withdrawal period.

2.6. The User agrees to the use of remote means of communication in concluding the User Account Agreement as well as agreements concluded through the User Account (in particular the Rental Agreement or the Service Agreement). Costs incurred by the User when using remote means of communication in connection with the conclusion of agreements according to the previous sentence (e.g. costs of Internet connection) shall be borne by the User, and shall not differ from the standard rate.

2.7. The User is obliged to provide all information correctly and truthfully when registering on the Website. The User is obliged to update the data provided in connection with the User's account whenever it changes. The data provided by the User in the User Account is considered correct by the Operator.

2.8. Each User may have only one User Account Agreement with the Operator, or only one User Account created. The User is not entitled to allow third parties to use the User Account.

3. USER ACCOUNT

3.1. From his/her User Account, the User may, in particular, manage their data, enter and delete information about them, manage it and perform legal acts towards the Operator.

3.2. Through their User Account, the Provider may furthermore perform legal acts towards the Interested Party and the Interested Party may perform legal acts towards the Provider, in particular conclude Rental Agreements and Service Agreements. For the avoidance of doubt, the Operator, within the scope of this functionality of the Website (User Account), only provides Users with a technical solution to perform legal acts towards other Users. The User acknowledges and agrees that the Operator does not act on behalf of the User, and that it is neither a party to the Rental Agreement nor the Service Agreement, and the conclusion of these agreements, including the negotiation of their specific terms and conditions, is entirely at the discretion of the Interested Party and the Provider.

3.3. The Provider may further offer their Services or offer their Land for temporary use through their User Account for the purpose of concluding the relevant Rental Agreement/Service

Agreement, and withdraw such offers. The specific terms and conditions are set out in the relevant Product Terms and Conditions.

3.4. Users may perform other acts enabled under the Product Terms and Conditions through their User Account.

3.5. The User acknowledges and agrees that:

3.5.1. The Operator does not check or verify the Rental Agreements or the Service Agreements in any way for their factual correctness or for their compliance with legal regulations, and shall not be liable for their content or for any damages arising from their invalidity, from their contradiction with legal or other regulations or from their contradiction with the facts or from their improper wording.

3.5.2. The Operator does not verify the accuracy and completeness of any information or documents (including photographs) provided by the Provider on the Website, including information and documents about the Land or Services offered.

3.5.3. The Operator does not verify whether the offered Land is eligible to be the subject of the Rental Agreement and whether Users are entitled to use the Land for Camping in accordance with legal or other regulations. The Operator also does not verify whether the use of the Land for Camping is not in breach of any contractual or other agreement of the Providers or third parties or any other right of third parties. The User further acknowledges and agrees that the Operator does not verify the actual condition of the Land and its suitability for Camping. The Operator shall not be liable for any damage incurred by the User in connection with the use of the Land or in connection with the provision of the Land for use, in particular in connection with unauthorised use of the Land or unauthorised Camping (including any sanctions imposed on the User by government or other public authorities or other persons).

3.5.4. The Operator does not verify whether the provision of the Services offered is in accordance with legal or other regulations. The Operator also does not verify whether the provision of the Services affect the rights of third parties or verify the factual suitability of the Services offered. The Operator shall not be liable for any damages incurred by the User in connection with the Services provided (including any sanctions imposed on the Provider by government authorities or other public authorities or other persons – in particular sanctions for unauthorized business).

3.5.5. The Operator does not verify or recommend the User. The Operator shall not be liable for any damage caused to the User by the Provider or the Interested Party.

3.6. Access to the User's account is secured by a username (email address) and password. The User is obliged to maintain confidentiality regarding the information necessary to access their User Account and acknowledges that the operator is not liable for any breach of this obligation by the User, nor for unauthorized use of the User Account by a third party due to a breach of this obligation.

3.7. The Operator may block the User's User Account, i.e. prevent the User from using the User Account (and the services provided), in particular in the event that the User violates their obligations under the User Account Agreement (including the Terms and Conditions), and also in the event that the User fails to provide the Operator with cooperation in accordance with

Section 14zzc of Act No. 164/2013 Sb., on International Cooperation in Tax Administration and on Amendments to Other Related Acts, as amended (hereinafter referred to as the “Act on International Cooperation in Tax Administration”). The User further acknowledges and agrees that the operation of the Website, including the operation of the User's account, may not be provided by the Operator on a continuous basis, but that there may be interruptions in operation, in particular due to technical difficulties of the Operator. Furthermore, access to the Website might not be ensured in the event that this is prevented by difficulties on the part of the User or other persons or due to force majeure, e.g. in the event that the User's internet browser does not support the format of the Website, in the event of a data network failure, etc.

3.8. The Provider may also provide the operation of the Website, including the operation of the User's account, through third parties.

4. CONCLUSION OF THE RENTAL AGREEMENT AND SERVICE AGREEMENT

4.1. If enabled within the Website, the Rental Agreement and the Service Agreement may be concluded in the following ways, with the method of concluding the agreement being indicated for each offered Land or Service (the method is chosen by the Provider when placing the offer of the Land or Service on the Website).

4.1.1. On the basis of the Interested Party's proposal - the Rental Agreement/Service Agreement is concluded only upon the Provider's approval of the Interested Party's proposal for conclusion of the Agreement.

4.1.1.1. The proposal for conclusion of the Rental Agreement/Service Agreement in this case is made by the Interested Party through the electronic means of the Website (User Account) by filling in the required data (in particular the date of stay/Service provision) in the tab of the respective Land or Service offered by the Provider within their User Account and sending this data to the Provider by clicking on the “Book” button. By submitting a proposal for the conclusion of the Rental Agreement/Service Agreement, the Interested Party also agrees to the terms and conditions set out in the offer of the Land or Service (agreement to the draft Rental Agreement/Service Agreement).

4.1.1.2. The Interested Party's proposal for the conclusion of the Rental Agreement/Service Agreement will be displayed in the Provider's User Account. The Provider may then accept the proposal to conclude this Agreement, again via the electronic means of the Website, by clicking on the “I Agree” button within their User Account. In such case, the Rental Agreement/Service Agreement is concluded at the moment of acceptance of the proposal for its conclusion by the Provider according to the previous sentence.

4.1.2. On the basis of the Provider's public offer - the Rental Agreement/Service Agreement is already concluded at the moment of selection of the offered Land or Service by the Interested Party and no additional consent of the Provider is required.

4.1.2.1. In this case, the Provider shall approach the Interested Party with a proposal to conclude a Rental Agreement/Service Agreement in accordance with Section 1780 of the Civil Code. In this

case, the offer of Land or Services shall be considered as a binding expression of the Provider's intention to conclude the relevant agreement and as an expression of the Provider's will to be bound by its offer in the event that its offer is accepted by the Interested Party. The Provider shall make an offer of Land or Services by electronic means within its User Account by clicking on the "Offer" button. The offer of Land or Services shall be deemed to be open-ended, but the Provider may cancel it by electronic means within the User Account.

4.1.2.2. The Rental Agreement/Service Agreement will be concluded with all Interested Parties who have accepted the Provider's offer to conclude the Rental Agreement/Service Agreement via the electronic means of the Website (their User Account), until the maximum number of Interested Parties is reached in the same time period (i.e. until the capacity of the Land or Services provided for the selected time period is exhausted). The Interested Party accepts the Provider's offer by filling in the required data (in particular the date of stay/provision of the Service) in the tab of the respective Land or Service within their User Account and sending these data to the Provider by clicking on the "Book" button. By accepting the offer, the Interested Party also agrees to the terms and conditions set out in the offer of the Land or Service (agreement to the draft Rental Agreement/Service Agreement).

4.2. The Operator shall inform the Users concerned about the conclusion of the Rental Agreement/Service Agreement to their email address specified by the User in the User Account. In this email, the Operator shall provide the identification number of the relevant Rental Agreement/Service Agreement (hereinafter referred to as the "**Agreement ID**"). Information about the conclusion of the Rental Agreement/Service Agreement is also available directly in the User Account.

4.3. After the payment of the fee for the temporary use of the Land or for the Services provided in accordance with Article 7 of these Terms and Conditions, the Operator (on behalf of the Provider) shall send to the Interested Party's e-mail address indicated in the User Account a confirmation of the conclusion of the relevant Rental Agreement/Service Agreement in PDF format.

5. THE RIGHT TO WITHDRAW FROM THE RENTAL AGREEMENT AND THE SERVICE AGREEMENT

5.1. In accordance with the relevant Rental Agreement/Service Agreement, unless otherwise specified in such agreement, the following shall apply:

5.1.1. The Interested Party is entitled to unilaterally terminate (withdraw from) the Rental Agreement/Service Agreement without giving any reasons, in which case the Interested Party shall terminate the Agreement by clicking on the "Cancel" button in their User Account via the electronic means of the Website. In this case, the Interested Party is obliged to pay the Provider a **cancellation fee** according to Article 6 of these Terms and Conditions.

5.1.2. The Interested Party, who is a consumer in relation to the concluded Rental Agreement/Service Agreement, is also entitled to withdraw from such Agreement free of charge within fourteen (14) days of its conclusion in accordance with the Section 1829 (1) of the Civil Code. However, the Interested Party shall not have the right to withdraw from such agreement pursuant

to the preceding sentence if the Rental Agreement/Service Agreement has already been fulfilled with their express consent before the expiry of the withdrawal period or if such agreement is an accommodation contract pursuant to Section 2326 et seq. of the Civil Code.

5.1.3. If the provision of the Service or the Land for temporary use is prevented or substantially hindered for reasons attributable to the relevant Provider (including where the Provider provides false information about the Land or the Service in its offer on the Website), the Interested Party shall be entitled to withdraw from the relevant Rental Agreement/Service Agreement free of charge.

6. CANCELLATION FEES

6.1. In the event that the Interested Party terminates (cancels) the Rental Agreement/Service Agreement according to Article 5.1.1, the Interested Party is obliged to pay the Provider the cancellation fees listed below, unless otherwise specified in the respective Rental Agreement/Service Agreement.

6.1.1. Where the subject matter of the relevant agreement is the **hire of a camper or motorhome**, the cancellation fee shall be as follows:

6.1.1.1. **50%** of the Fee under the relevant agreement in the event that the Interested Party terminates the relevant agreement between 29 and 15 days prior to the commencement of the hire;

6.1.1.2. **100%** of the Fee under the relevant agreement in the event that the Interested Party terminates the relevant agreement within less than 15 days prior to the commencement of the hire.

6.1.2. **In other cases** where the subject matter of the relevant agreement is not the hire of a camper or motorhome, the cancellation fee shall be as follows:

6.1.2.1. **20%** of the Fee under the relevant agreement in the event that the Interested Party terminates the relevant agreement no later than within the period specified by the Provider. The Provider may set the following cancellation periods (conditions):

-Moderate: the relevant agreement may be cancelled no later than one (1) day before the commencement of the temporary use of the Land or the commencement of the provision of the Services;

-Medium: the relevant agreement may be cancelled no later than seven (7) days before the commencement of the temporary use of the Land or the commencement of the provision of the Services; or

-Strict: the relevant agreement may be cancelled no later than fourteen (14) days before the commencement of the temporary use of the Land or the commencement of the provision of the Services;

6.1.2.2. **100%** of the Fee under the relevant Rental Agreement/Service Agreement in the event that the Interested Party terminates the relevant agreement later than the period set out in Article 6.1.2.1 above.

6.1.2.3. In the event that the Rental Agreement has been concluded with the additional service of Exclusive Booking (see Article 1.7.7), in this case the Cancellation Fee according to Article 6.1.2.1 is increased to **50%**.

7. FEE FOR THE TEMPORARY USE OF THE LAND AND FOR THE SERVICES PROVIDED

7.1. In accordance with the relevant Rental Agreement/Service Agreement, the Interested Party shall pay the fee under such agreements to the Provider through the Operator in the manner further specified in this Article 7 (the "**Fee**"). The amount of the Fee is always specified in the relevant Rental Agreement/Service Agreement.

7.2. The Fee shall be paid by the Interested Party to the Operator's bank account in one of the following ways:

7.2.1. The Interested Party pays the Fee to the Operator's bank account by payment card through a payment gateway. In this case, after sending the proposal for the conclusion of the Rental Agreement/Service Agreement pursuant to Article 4.1.1 or after accepting the offer for the conclusion of the Rental Agreement/Service Agreement pursuant to Article 4.1.2 of these Terms and Conditions, the Interested Party will be immediately redirected to the website of the third party (payment service provider), where they will enter the necessary data for making the payment.

7.2.2. If enabled within the Website, the Interested Party may also pay the Fee directly to the Operator's bank account (by bank transfer). In this case, the Interested Party is obliged to pay the Fee within three (3) working days from the receipt of the information on the conclusion of the Rental Agreement/Service Agreement pursuant to Article 4.2 of these Terms and Conditions. The Fee shall be deemed to be paid on the date on which the relevant amount is credited to the Operator's bank account. The Interested Party shall make the payment under the **variable identifier** corresponding to the Agreement ID.

7.3. If the Rental Agreement/Service Agreement is concluded at least 30 days before the date of commencement of use of the Land or provision of the Service, and if the Provider allows it in the relevant agreement, the Fee under Article 7.2 may be paid in instalments. The first part of the Fee in the amount of 30% of the total amount thereof shall be payable immediately upon conclusion of the relevant agreement, and the remaining part of the Fee in the amount of 70% of the total amount thereof shall be payable not later than 30 days before the date of commencement of use of the Land or provision of the Service; the procedure for making payments under Articles 7.2.1 and 7.2.2 shall apply *mutatis mutandis* in the case of payment of the first and second parts of the Fee.

7.4. The Operator shall subsequently pay the Fee received pursuant to Article 7.2 or 7.3 to the Provider, under the terms and conditions specified in the Product Terms and Conditions, to the Provider's bank account. The Operator is entitled not to pay the Fee to the Provider and to withhold it in case the Provider fails to provide the Operator with cooperation according to Section 14zzc of the Act on International Cooperation in Tax Administration.

7.5. In the event that the Interested Party terminates the Rental Agreement/Service Agreement early in accordance with the provisions of the Rental Agreement/Service Agreement specified in Article 5.1.1, Article 5.1.2 or Article 5.1. 3 of these Terms and Conditions, and at the same time payment of the Fee or part thereof has already been made by the Interested Party, the Operator shall return the Fee or part thereof received, less any cancellation fee pursuant to Article 5.1.1, to the Interested Party within three (3) working days from the date of early termination of the Rental Agreement/Service Agreement by the Interested Party. The cancellation fee, if any, shall subsequently be paid to the Provider, under the terms and conditions set out in the Product Terms and Conditions, to the Provider's bank account.

7.6. In the event that the Fee or the first part of the Fee pursuant to Article 7.3 is not paid by the Interested Party within the time period and in the manner set out in Article 7.2 or Article 7.3 of these Terms and Conditions, such agreement shall be terminated from the outset (resolutive condition) in accordance with the relevant Rental Agreement/Service Agreement. In the event that the Fee or part thereof is credited to the Operator's account after the cancellation of the Rental Agreement/Service Agreement pursuant to this Article, the Operator shall return such Fee (or part thereof) to the bank account of the Interested Party.

8. OPERATOR'S FEE

8.1. The Provider undertakes to pay the Operator a fee for the services provided under the User Account Agreement in the amount set out in the relevant Product Terms and Conditions.

8.2. The Operator's fee under this Article 8 includes value added tax (VAT).

9. OTHER OBLIGATIONS OF USERS

9.1. The Interested Party is obliged to provide the Agreement ID upon request of the Provider or any other authorized person (e.g. representative of the Provider, etc.).

9.2. The Interested Party shall behave in a courteous and considerate manner during the provision of the Services and on the Land and in such a way as to avoid damage to the Land or other related property. The Interested Party shall keep the Land clean and tidy.

9.3. The Interested Party shall comply with the rules set by the Provider during the provision of the Services and the temporary use of the Land.

9.4. The Provider is obliged to pay separately all taxes and fees which it is obliged to pay in accordance with legal or other regulations in connection with the provision of the Services or the provision of the Land for temporary use for a fee or in connection with its temporary use or accommodation.

9.5. The Provider shall provide the Services offered in accordance with the terms and conditions agreed in the relevant Service Agreement. The Provider shall allow the Interested Party the undisturbed use of the Land in accordance with the terms of the Rental Agreement.

9.6. The User undertakes that for a period of 1 month from the date of the proposal for the conclusion of the Rental Agreement/Service Agreement pursuant to Article 4.1.1, the publication

of the Provider's public offer pursuant to Article 4.1.2 or the conclusion of the Rental Agreement/ Service Agreement, whichever is later, shall not enter into negotiations with the other Party for the conclusion of an agreement for the provision of the Land in question for temporary use or for the provision of the Services in question for consideration, nor shall it conclude such an agreement. The obligation under this Article applies to the entire territory of the European Union, in particular the Czech Republic. The obligation under this article does not apply to agreements concluded via the Website.

10. USER REVIEWS

10.1. In order to improve the quality of the services provided, individual Users may evaluate the offered Land, Services or other Users. Detailed rules for evaluation are set out on the Website.

11. RIGHTS FROM DEFECTIVE PERFORMANCE, COMPENSATION FOR DAMAGE INCURRED BY THE USER

11.1. The rights and obligations of the contracting parties regarding the Operator's liability for defects in services shall be governed by the relevant generally binding legal regulations, in particular Sections 1914 et seq. of the Civil Code, which read as follows.

11.1.1. Section 1914 of the Civil Code sets out: A person who performs for consideration to another is obliged to perform without defects, in conformity with the reserved or usual properties so that the subject of the performance can be used in accordance with the contract, and also in accordance with the purpose of the contract, if known to the parties. If a debt is discharged defectively, the recipient has the rights arising from defective performance.

11.1.1. Section 1916 of the Civil Code sets out: "Cases in which a debtor provides a defective performance include, but are not limited, to those where he/she: (a) provides the subject of performance lacking the determined or stipulated properties, (b) fails to notify the defects of the subject of performance, although the subject usually lacks such defects, (c) falsely assures the creditor that the subject of performance has no defect, or that the thing is fit for a particular use, or (d) unlawfully alienates a thing of another as his/her own. An expression of will whereby a transferor limits in advance the scope of his/her statutory liability for a defective performance is disregarded. If an acquirer waives his/her right arising from defective performance in advance, a written form for such an expression of will is required."

11.1.3. Section 1920 of the Civil Code sets out: "The subject of performance has a legal defect if a third person asserts its right thereto, unless the acquirer knew or must have known of such a restriction. In such a case, the acquirer shall, without undue delay, inform the transferor accordingly. A person who has transferred to himself/herself a right to a thing of which he/she knows that it does not belong to the transferor or that the transferor is not entitled to create such a right, he/she shall acquire no right from such a defect."

11.1.4. Section 1921 of the Civil Code sets out: “An acquirer may assert his/her right from a defective performance in court if he/she claimed the defect towards the transferor without undue delay after he/she had the opportunity to inspect the thing and discover the defect, either by identifying the defect or notifying the manner in which it manifests itself. A defect may be claimed within six months from the takeover of the subject of performance. An acquirer must claim a defect covered under a guarantee towards the transferor without undue delay after he/she has had the opportunity to inspect the subject of performance and discover the defect, but no later than within the time limit for making a claim defined by the guarantee period. Where the acquirer fails to claim a defect in time and the transferor invokes a delay in making the claim, a court shall not grant the acquirer the right. This does not apply if the defect occurred as a result of a fact of which the transferor knew or must have known upon handover.”

11.1.5. Section 1922 of the Civil Code sets out: “Once an acquirer discovers a defect, he/she shall, without undue delay, notify and hand over the subject of performance to the transferor or deposit it according to the transferor’s instructions, or otherwise handle it appropriately so that the defect can be reviewed. In the case of an item subject to rapid decay, an acquirer may sell the item without delay after notifying the transferor. If an acquirer lawfully claims a defect towards the transferor, the time limit for asserting the right from a defective performance or the guarantee period is suspended for the time during which the acquirer cannot use the defective thing.”

11.1.6. Section 1923 of the Civil Code sets out: “If a defect can be removed, an acquirer may demand either the repair of or supplement of what is missing, or a reasonable price reduction. If a defect cannot be removed and prevents the proper use of the subject, the acquirer may either withdraw from the contract or demand a reasonable price reduction.”

11.1.7. Section 1924 of the Civil Code sets out: “A person having the right under Section 1923 is also entitled to reimbursement of the costs reasonably incurred in asserting this right. However, if he/she fails to assert the right to compensation within one month after the time limit for claiming the defect has expired, a court shall not grant that right if the transferor invokes late assertion of the right to compensation.”

The User may exercise their rights arising from the Operator's liability for defects in the services with the Operator in writing at the Operator's registered office or by e-mail at the contact address (Article 15.8) (complaints).

11.3. The Operator shall only be liable for culpable breaches of its obligations.

11.4. In the event of an injury on the part of the User in connection with the Operator's liability for defects in performance under the User Account Agreement, unless the injury is caused by the Operator intentionally or through gross negligence, the Parties agree, with respect to the terms of the User Account Agreement, to limit the compensation for such potential injury incurred by the User so that the total compensation for injury, including lost profits, is limited to the amount actually paid by the User to the Operator as a fee for the use of the services provided in connection with which the injury occurred.

12. CONSUMER PROVISIONS AND DATA PROTECTION

12.1. The Operator is not bound by any codes of conduct in relation to the User within the meaning of Section 1820 (1)(n) of the Civil Code.

12.2. The out-of-court settlement of consumer complaints is provided by the Operator through the contact form located on the website. The Operator shall send information about the settlement of the consumer's complaint to the User's electronic address indicated in the User's account. No other rules for handling complaints are established by the Seller.

12.3. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Praha 2, company number: 000 20 869, website: <https://adr.coi.cz/cs>, is competent to alternative dispute resolution for consumer disputes arising from the User Account Agreement. The platform for online dispute resolution located at the website <http://ec.europa.eu/consumers/odr> may be used for resolution of disputes arising from the User Account Agreement between the Operator and the User.

12.4. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Praha 2, website: <http://www.evropskyspotrebitel.cz>, is the contact point in accordance with the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).

12.5. The User may lodge a complaint with a supervisory authority or state oversight authority. The Operator is authorised to conduct business on the basis of a trade licence. The Trade Licence inspection is performed by the competent Trade Licence Office within its jurisdiction. Supervision of personal data protection is performed by the Office for Personal Data Protection. The Czech Trade Inspection Authority performs inter alia the supervision of compliance with the Civil Code and Act No. 634/1992 Sb., on Consumer Protection, as amended, within a defined scope.

12.6. In the event that the Operator processes personal data stored by the User when providing services, the rights and obligations of the Parties are governed by a contract on personal data processing, which is part of the data protection rules.

12.7. In cases where the User is a natural person, the Operator fulfils its information obligation within the meaning of Article 13 of Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR") by means of a separate document designated as information on the processing of personal data.

12.8. The User agrees to the sending of information and commercial communications by the Operator related to the Operator's services or enterprise (plant) to the User's address indicated in the User Account and to the sending of commercial communications by third parties to the User's address. Pursuant to Article 13 of the GDPR relating to the processing of the User's personal

data for the purpose of sending commercial communications, the Operator fulfils its obligation to inform the User by means of a separate document.

12.9. The Operator fulfils its legal obligations related to the possible storage of cookies on the User's device by means of a separate document.

13. TERM OF THE USER ACCOUNT AGREEMENT

13.1. The User Account Agreement shall become effective upon conclusion and shall be concluded for an indefinite period of time.

13.2. The Operator may terminate the User Account Agreement in the event that the User breaches an obligation under the User Account Agreement (including the Terms and Conditions and data protection rules) or violates generally binding legal regulations by sending a notice to the User's e-mail address specified in the User Account. Unless otherwise agreed, the User Account Agreement shall terminate upon the effective date (i.e. upon delivery to the User) of such notice of termination but not before all payments have been made in accordance with Article 7 of these Terms and Conditions.

13.3. The Parties are also entitled to terminate the User Account Agreement by written notice sent to the address of the other Party without giving any reason, without any notice period. The termination shall therefore be effective on the date of its delivery to the other Party.

13.4. The User who is a consumer shall have the right to withdraw from the User Account Agreement within fourteen (14) days of its conclusion in accordance with Section 1829(1) of the Civil Code. This is without prejudice to Article 13.5 of these Terms and Conditions. To withdraw from the User Account Agreement, the User may use the sample form attached to these Terms and Conditions. If the User withdraws from the User Account Agreement according to this provision, the User shall be obliged to pay the Operator a proportional part of the agreed fee for the performance provided by the Operator up to the moment of withdrawal. Rental Agreement/ Service Agreements entered into prior to the effective date of withdrawal are not affected by the withdrawal.

13.5. The User who is a consumer acknowledges that he/she cannot, inter alia, withdraw from such User Account Agreement which has been executed with his/her prior express consent before the expiry of the withdrawal period (see Article 2.5).

14. SERVICE – LEGAL ACT

14.1. Unless otherwise agreed, all correspondence relating to legal acts performed in connection with the User Account Agreement must be served to the other Party in text form by electronic mail. The User shall be served at the User's address (the e-mail address specified in the User Account).

14.2. A message is delivered in the case of service by electronic mail at the moment of its receipt on the incoming mail server.

15. FINAL PROVISIONS

15.1. If the relationship related to the use of the Website or the legal relationship established by the User Account Agreement contains an international (foreign) element, then the Parties agree that the relationship is governed by Czech law, in particular the Civil Code. The choice of law referred to in the preceding sentence shall not deprive the User who is a consumer of the protection provided by provisions of the law which cannot be contractually derogated from and which would otherwise apply in the absence of the choice of law under the provisions of Article 6 (1) of the Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

15.2. For the purposes of the relationship between the Operator and the User:

15.2.1. the application of the customary commercial practices within the meaning of Section 558(2) of the Civil Code is excluded in the case where the User is an entrepreneur;

15.2.2. the application of the provisions of Sections 557 and 1763 of the Civil Code is excluded;

15.2.3. the application of the provisions of Sections 1799 and 1800 of the Civil Code in the case where the user is an entrepreneur is excluded.

15.3. If any of the provision of these Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision the meaning of which is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

15.4. In accordance with Section 1752 of the Civil Code, the Parties agree that the Operator may unilaterally amend the Terms and Conditions to a reasonable extent. The User shall be notified of the amendment of the Terms and Conditions by e-mail to the address indicated in the User Account. The User may reject the change of the Terms and Conditions and terminate the User Account Agreement within a notice period of one (1) month.

15.5. The Operator is entitled to assign the rights and obligations under the User Account Agreement to a third party, to which the User agrees.

15.6. The following shall form an integral part of the Terms and Conditions:

15.6.1. Annex No. 1 - Form for withdrawal from the User Account Agreement by the Consumer.

15.7. The User Account Agreement, including the Terms and Conditions and Product Terms and Conditions, is archived by the Operator in electronic form and is not publicly accessible.

15.8. Contact details of the Operator: e-mail address info@bez Kempu.cz. The Operator does not provide any other means of online communication.

In Prague, on 31.12. 2022

BEZKEMPU s.r.o.