

## GENERAL TERMS AND CONDITIONS

Happenee s.r.o.

### 1. INTRODUCTION

- 1.1. **Scope.** These GTC issued by the Company govern the provision of Services to Customers under the Contract (the terms "Company", "Services", "Customer" and "Contract" have the meanings set out in Section 2 of this document).
- 1.2. **Consumers.** These GTC do not apply to the provision of Services to Consumers. A Customer, who is a Consumer, agrees to contact the Company immediately, notify the Company of this fact and not to use the Platform (the term "Platform" having the meaning set out in Section 2 of this document).
- 1.3. **Terms of Use.** Any user of the Platform (including the Customer) must comply with the Terms of Use (the term "Terms of Use" having the meaning set out in Part 2 of this document) when accessing and using the Platform. The Terms of Use are commercial terms within the meaning of Section 1751 of the Civil Code.

### 2. DEFINITION

- 2.1. **Definitions.** Unless otherwise expressly stated elsewhere in these GTC, capitalized terms have the following meanings:
  - 2.1.1. **Services** means (i) enabling access to and use of the Platform, (ii) making available additional functionality or features of the Platform (modules) as well as developing and making available functionality and features tailored for the Customer, (iii) the provision of Ticket sales, (iv) the provision of other event-related services and marketing and HR solutions, (v) all other services and products provided by the Company to its Customers, unless it is expressly agreed that these are not Services in a particular case.
  - 2.1.2. **Platform** means the Happenee software solution used by Customers to organise Events, as well as run event, marketing and HR solutions (the Solution).
  - 2.1.3. **Mobile Application** means the software created by the Company to access the Platform.
  - 2.1.4. **Contract** means the contract between the Company and the Customer regarding the provision of the Services. These GTC form an integral part of the Contract. For the avoidance of doubt, the contract shall also mean the Company's offer accepted by the Customer or the Customer's order accepted by the Company, unless otherwise agreed in a particular case.
  - 2.1.5. **Terms of Use** means the terms and conditions of use of the Platform, which each user of the Platform agrees to abide by when first using the Platform. The Terms of Use are available on the Website.
  - 2.1.6. **Confidential Information** means the information referred to in Article 15.2 of these GTC.
  - 2.1.7. **Civil Code** means Act No. 89/2012

Coll., the Civil Code, as amended.

- 2.1.8. **Event** means social, cultural, educational, sporting, corporate or other events organised by the Customer.
- 2.1.9. **Company** means the company Happenee s.r.o., ID No. 042 16 202, with its registered office at Baštýřská 142, Hostavice, 198 00 Prague 9, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. C 244261.
- 2.1.10. **Parties** means the Company and the Customer as parties to the Contract.
- 2.1.11. **GTC** means these General Terms and Conditions as amended from time to time.
- 2.1.12. **Ticket** means any ticket, voucher, voucher or other document that entitles its holder to use the Customer's performance.

- 2.1.13. **Website** means the Company's website which, as of the date of these GTC, is available at <https://www.happenee.com/>, including any subdomains.
- 2.1.14. **Web Application** means access to the Platform via the Company's Website.
- 2.1.15. **Customer** means any natural or legal person to whom the Company provides the Services.

### 3. PLATFORM

- 3.1. **Platform as a Service.** If the Services include providing access to and use of the Platform, the Company undertakes to provide the Customer with access to and use of the Platform for the period agreed in the Contract and to the extent agreed in the Contract.
- 3.2. **Administrator account.** The Customer accesses and uses the Platform through an administrator account created by the Company. The Customer agrees not to disclose any false, inaccurate or misleading information to the Company for the purpose of creating an administrator account.
- 3.3. **Access to the administrator account.** The administrator account is linked to a specific Customer and the Customer is therefore not entitled to share access to it with another third party or to allow another third party to access and use the administrator account instead of the Customer. The Customer further agrees to keep the administrator account access details confidential and accepts responsibility for all activities that take place through the administrator account.

- 3.4. **Access to the Platform.** The Customer can use the Platform by remote access via the Web or Mobile Application. The right to access the Platform is always exclusively vested in the Customer and not in other third parties. The Customer is only entitled to transfer its access in whole or in part to a third party with the prior written consent of the Company. If the Customer transfers its access to another third party in accordance with the preceding sentence, such third party shall not become a

party to the Contract instead of the Customer and the Customer shall be liable for all acts of the third party in question in using the Platform as if it were using the Platform itself.

**Authorised Use of the Platform.** The Customer agrees to use the Platform in accordance with the Contract, the Terms of Use, the Company's guidelines and recommendations, and applicable law. The Customer is prohibited from using the Platform and its functions in a manner that is grossly and manifestly contrary to good morals, endangers public order, or uses it in a manner that may cause material or non-material damage to the Company or third parties, including the commission, preparation or organisation of crimes. In the event of a breach of these obligations, the Company is entitled to withdraw from the Contract at any time and prohibit the Customer from using the Platform.

**Trial Access.** If, as part of the trial, the Customer was allowed to use the Platform before the conclusion of the Contract, the rights and obligations related to such use shall be governed by the Contract.

### 4. UPLOADED CONTENT

**Content Moderation.** The Company has no obligation to review or moderate the content uploaded to the Platform by any of its users, including the Customer. However, if the Company becomes aware of data entries that violate generally binding legal regulations, are grossly and evidently contrary to good morals, endanger public order, or are capable of causing property or non-property damage to the Company or third parties, the Company reserves the right not to publish such data or to delete it without further notice.

**Suggestion to remove content.** Although the Company is not obliged to moderate the content of the Platform itself, it undertakes to accept suggestions from Platform users to remove objectionable content within the meaning of Article 4.1 of these GTC. In the event that the content is deemed objectionable, the Company undertakes to remove it in accordance with its right under Article 4.1 of these GTC. The Company receives such suggestions through the following communication channels: [zakaznickapodpora@happenee.com](mailto:zakaznickapodpora@happenee.com).

**Liability for Content.** The Company is not liable for the content of the data entered by the Customer while using the Platform. The Company is not responsible for any infringement of third-party rights (particularly personality and copyright rights) that may result from the Customer's entry of data and its sharing while using the Platform. If the Company incurs any damage or costs in connection with the Customer's data entry, the Customer is obliged to fully compensate the Company for such damage or costs and to promptly take all necessary measures to rectify the situation, including changing or deleting the entered data.

**End User Accounts.** The Customer acknowledges that user accounts are tied to individual users, and thus the Customer is not entitled to request their deletion, even if the user created the account in connection with the Customer's Project. The preceding sentence does not apply, and the Customer is entitled to request the deletion of a user's account if the Contract specifies that the user

|   |   |  |
|---|---|--|
| <p>account is tied to the Customer. In such cases, the Customer undertakes to inform the user about the possibility of deleting the account and to obtain the user's consent for the deletion; otherwise, the Company is not obligated to delete the account.</p>   | <p>may at any time request the Customer to clarify a request, and in such a case, the Customer undertakes to do so without delay upon receipt of the request, but no later than ten (10) calendar days.</p>   | <p>Tickets, etc. Unless otherwise specified on the Platform, the Customer may choose only from pre-set options available on the Platform. The Company reserves the right to reject any other instructions from the Customer. In such cases, the Customer may request the Company to cease the sale of Tickets. This does not affect the Company's right to compensation for tickets already sold.</p>  |
| <p><b>5. MODULES</b></p>  | <p><b>6.7. Inappropriate Requests.</b> The Company is always entitled to refuse requests that it cannot fulfil without increasing the expected time requirements according to the Contract or those that cannot be technically implemented into the existing Platform without significant changes to the Platform.</p>  | <p><b>7.7. Basic Form of Ticket.</b> Unless otherwise instructed, the Ticket is anonymous and transferable without restriction, meaning the Customer undertakes to allow participation in the Event to anyone who presents (redeems) the Ticket; thus, the Ticket is considered a "bearer" Ticket. Furthermore, unless otherwise agreed, the Ticket is always issued in electronic form.</p>   |
| <p><b>5.1. Nature of Modules.</b> Under the Contract, the Customer will specify which functionalities will be made available to them on the Platform, in the form of so-called modules (sets of related functionalities). The terms of the Contract take precedence over the descriptions of the modules in the Company's marketing materials. In case of any doubts as to whether a particular functionality is part of a module or whether a particular module is included in the Contract, the Parties have agreed that the functionality or module is not part of the Contract.</p> | <p><b>6.8. Additional Work.</b> Changes in the scope of custom-made functionalities are possible only by mutual agreement of the Parties. In the event of such a change, the Parties will always agree on whether there will also be a change in the compensation for their creation and provision. Unless otherwise agreed, in the case of any change in scope that is not a mere reduction of the original scope, the Company is always entitled to a corresponding increase in compensation. If an agreement is not reached between the Parties, the Company is entitled to request that the court decides on the extent of the increased compensation. This claim does not expire even if the Company has not informed the Customer of the claim without undue delay after the change has occurred.</p> | <p><b>7.8. Information on Sold Tickets.</b> The Company will automatically inform the Customer about the number of sold Tickets through the Platform.</p>  |
| <p><b>5.2. Non-Exclusive Access.</b> The Customer acknowledges that the modules, as well as the entire Platform, are not customized specifically for the Customer. The Company may therefore make the modules available for use by an unlimited number of Platform users</p>  | <p><b>7.9. Customer Compensation.</b> The Company undertakes to pay the Customer compensation for each sold Ticket equal to the ticket's sale price (hereinafter also referred to as "Customer Compensation").</p>  | <p><b>7.10. Company Compensation.</b> The Customer undertakes to pay the Company the compensation agreed upon in the Contract (hereinafter also referred to as "Company Compensation").</p>  |
| <p><b>6. CUSTOM-MADE FUNCTIONALITY</b></p>  | <p><b>7. TICKET SALES</b></p>   |  |
| <p><b>6.1. Nature of Functionalities.</b> Custom-made functionalities are functionalities that the Company can create upon the Customer's request and implement into the Platform within the deadlines and under the conditions agreed upon in the Contract.</p>  | <p><b>7.1. Definition of Service.</b> If the Customer purchases the relevant additional Service through the Platform, they may sell Tickets to participants of the Event for the purpose of fulfilling the Project. The sale of Tickets will occur according to one of the two methods described below (unless otherwise agreed, Method I takes precedence).</p>  | <p><b>7.11. Billing.</b> The Company will provide the billing no later than thirty (30) days from the end of the Event or later as expressly agreed in writing. The billing will reflect the total number of sold tickets and the corresponding Customer Compensation and Company Compensation (hereinafter also referred to as "Billing").</p>  |
| <p><b>6.2. Access to Functionalities.</b> If the Customer orders a Service involving the provision of custom-made functionalities, access to and use of these functionalities are governed by the Contract in its entirety.</p>   | <p><b>7.2. Applicability.</b> Section 7 of these GTC also applies, mutatis mutandis, to the sale of any tickets, subscriptions, contributions, fees, and other similar payments within the context of event, marketing, and HR solutions (Solutions) operated within the Platform.</p>  | <p><b>7.12. Invoicing.</b> Based on the Billing, (i) the Company will issue a tax document – invoice for the Company Compensation, and (ii) the Customer will issue a tax document – invoice for the Customer Compensation; all no later than the last day of the calendar month following the calendar month in which the Billing was prepared. The payment term for the issued invoices is fourteen (14) calendar days.</p>  |
| <p><b>6.3. Ownership of Functionalities.</b> The Customer does not acquire any rights to the created custom-made functionality, only the right to access the Platform where the functionality is available. All rights to the custom-made functionality belong to the Company, which can exercise these rights without any restrictions.</p>  | <p><b>7.3. Status of the Company.</b> A Ticket functions as a voucher issued by the Company in its name and on its account, which entitles its holder to request the Customer to grant participation in a specific Event. In this case, the Company will be listed as the issuer of the Ticket, and the Customer as the organizer of the Event.</p>   | <p><b>7.13. Set-off.</b> The Parties agree that to the extent the Customer Compensation and Company Compensation for the Event are equal, they may be set off against each other by either Party.</p>  |
| <p><b>6.4. Non-Exclusive Access.</b> The Customer acknowledges that custom-made functionalities, as well as the entire Platform, may be made available by the Company for use by an unlimited number of Platform users (this fact is reflected in the price of the custom-made functionality).</p>  | <p><b>7.4. Customer's obligation.</b> The Customer undertakes to accept the Ticket in the form of a voucher from its holder and to grant participation in the Event under the terms and conditions set out in the Platform. By redeeming the Ticket with the Customer and its acceptance by the Customer, the Ticket holder acquires a direct right against the Customer, and the Customer bears sole responsibility for fulfilling its obligations under the contractual relationship, including but not limited to the proper execution of the Event, for the quality of the Event, etc.</p>  | <p><b>7.14. II. SALE ON BEHALF OF THE CUSTOMER</b></p>   |
| <p><b>6.5. Parameters of Custom-Made Functionality.</b> The Company will create the custom-made functionality according to the parameters agreed upon in the Contract. If the parameters are not agreed upon in the Contract, the Company will create the custom-made functionality according to the Customer's requirements (provided they are in accordance with the Contract), which the Customer must communicate to the Company without delay after the Contract is concluded, but no later than ten (10) calendar days, unless otherwise agreed in the Contract.</p>              | <p><b>7.5. Liability.</b> The Company is not liable for the cancellation, changes in dates, venue, or program of the Event, nor for any damage caused to the participants of the Event or the Customer in connection with the Event. If, despite this provision, any claim arises from legal or contractual liability in connection with the Event, the Customer is obliged to promptly indemnify the Company against such a claim.</p>   | <p><b>7.15. Status of the Company.</b> The Company arranges the sale of Tickets for the Customer based on a mandate relationship pursuant to Section 2430 et seq. of the Civil Code. The Customer expressly agrees that the Company acts on behalf of the Customer and at the Customer's expense to the extent necessary to ensure the sale and possible distribution of Tickets, i.e., to establish a contractual relationship between the Customer and the Event participant. In this case, the Customer will be listed as the issuer of the Ticket and as the organizer of the Event.</p>   |
| <p><b>6.6. Additional Customer Instructions.</b> The Company is bound by the Customer's requests regarding the execution of custom-made functionalities only to the extent that it is possible to implement them without altering the already prepared parts of the custom-made functionalities and without increasing the originally estimated time requirements, within the scope of the custom-made functionalities as specified in the Contract, and provided that the Customer's requests do not conflict with previously communicated requirements. The Company</p>               | <p><b>7.6. Customer Instructions.</b> The Company is bound by the Customer's instructions regarding the sale and distribution of tickets received through the Platform, including the number of Tickets, ticket prices, format of</p>   | <p><b>7.16. Relationship with Event Participants.</b> To remove any doubts, it is understood that the sale of tickets establishes a contractual relationship only between the Customer and the Event participants. The Customer bears sole responsibility for fulfilling its obligations under the contractual relationship, including but not limited to the proper execution of the Project and the quality of the Event. The Company is not responsible for the cancellation, changes in dates, venue, or program of the Event, nor for any damage caused to the Event participants or the Customer in connection with the Event.</p> |

7.16. **Customer Instructions.** The Company is bound by the Customer's instructions regarding the sale and distribution of tickets received through the Platform, including the number of Tickets, ticket prices, format of Tickets, etc. Unless otherwise specified on the Platform, the Customer may choose only from pre-set options available on the Platform. The Company reserves the right to reject any other instructions from the Customer. In such cases, the Customer may request the Company to cease the sale of Tickets. This does not affect the Company's right to compensation for tickets already sold.

7.17. **Information on Sold Tickets.** The Company will automatically inform the Customer about the number of sold Tickets through the Platform.

7.18. **Compensation.** The compensation for arranging the sale and possibly the distribution of Tickets belongs to the Company for each sale made, regardless of whether the Project participant actually attended or whether the Customer later allowed the participant to withdraw from the contract and refunded the Ticket price.

7.19. **Payment of Funds.** The Company will pay the collected funds to the Customer no later than thirty (30) days from the end of the Event or later as expressly agreed in writing. Within thirty (30) calendar days from the end of the Project (the last day of the Project) or from the day the Event was supposed to take place, even if it was ultimately cancelled or postponed, the Company's compensation as the agent for arranging the sale of Tickets is also due.

7.20. **Set-off.** The Company is entitled to unilaterally set off its claim for the payment of the compensation for the sale of Tickets against the Customer's corresponding claim for the disbursement of funds from the sale of Tickets.

8. **SERVICES IN PROJECTS**

8.1. **Nature of the Services.** These are Services provided by the Company not specified earlier in the text of these GTC.

8.2. **Scope of the Company's Performance.** Unless expressly agreed otherwise, if the Company does not ensure the comprehensive execution of (a part of) the Project, the Company is generally obliged only to provide the specifically defined Service according to the Contract and is not responsible for the execution of any other services not specifically defined in the Contract, nor for the execution of (a part of) the Project as a whole.

8.3. **Relation to Project Participants.** The organizer of the Project, and thus the party entering into legal relationships with the Project participants, is always the Customer. Any claims from participants must be made against the Customer, who undertakes to transparently inform the participants of this. If any participant in the Project, for any reason, makes any claims against the Company in connection with the Project, the Customer undertakes to indemnify the Company from such claims and to fully compensate the Company.

8.4. **Associated Performances.** The Company is not responsible for the execution of any preparatory or related activities within the Project that are not specifically defined in the Contract, even if their execution is necessary for the realization of the services specifically agreed upon in the Contract (e.g., if the Customer needs to provide design materials from its own designers required for the Company's performance).

8.5. **Compliance of the Project with Legal Regulations.** The Company is not responsible for violations of any public-law obligations related to the Project, except in cases where the violation occurs solely due to the Company's actions without (co)fault of the Customer, Project participants, or other third parties for whose actions the Company is not responsible.

8.6. **Additional Customer Instructions.** The Company is bound by the Customer's instructions regarding the provision of Services only to the extent that it is possible to carry out these instructions without altering already prepared deliverables and without increasing the originally estimated time requirements, within the scope of the Services specified in the Contract, and to the extent that the Customer's instructions do not conflict with previously communicated requirements. The Company may request the Customer to clarify a request at any time, and in such a case, the Customer undertakes to do so without delay after receiving the request, no later than ten (10) calendar days. The Company is always entitled to refuse such instructions that it cannot implement without increasing the expected time requirements.

8.7. **Additional Work.** Changes in the scope of Services under this section 8 of these GTC are possible only by mutual agreement of the Parties. In the case of such a change, the Parties will always agree on whether there will be a simultaneous change in the compensation for the relevant part of the Services. In the case of an expansion of Services, the Company always has the right to an appropriate increase in compensation, with the provision that if no agreement is reached between the Parties, the Company is entitled to request that a court decide on the extent of the increase in compensation. This claim does not expire even if the Company has not notified the Customer without undue delay after the change has occurred.

9. **SUPPORT**

9.1. **Customer Support.** The Company is not obligated under the Contract to provide the Customer with any service or customer support beyond what is legally required, nor does the Company ensure any specific level of Services for Customers beyond the legal requirements. However, the Company may provide support and guarantee the level of Services to the Customer beyond the legal requirements based on the Contract or a separate agreement.

10. **MOBILE APPLICATION**

10.1. **Character of the Services.** Under the Contract, the Company provides the Customer with a Service that includes access to and use of the Platform. However, the Company does not grant the Customer a license to any part of the technical solution of the Platform unless expressly stated otherwise in this section 10 of the GTC.

10.2. **Mobile Application.** The Mobile Application represents one of the ways to access and use the Platform. The Mobile Application is available for download through the Google Play service provided by Google LLC for devices with the Android operating system, and through the App Store service provided by Apple Inc. for devices with the iOS operating system.

10.3. **White-Label.** The Customer has the option to order a Service that involves personalizing the Mobile Application. The Customer acknowledges that such a Service consists only of personalizing the user interface (design) of the Mobile Application and making this personalized version available for download to third parties, not in the development of a custom Mobile Application for the Customer. The personalized Mobile Application will be available for download in the same manner as the standard Mobile Application. In this case, the Company agrees to make the Mobile Application available for download through the aforementioned services within the agreed time frame and to maintain the availability of its download through these services for the entire remaining duration of the Contract.

10.4. **EULA.** All rights to the Mobile Application are primarily held by the Company, and its use is governed by the End User License Agreement (EULA), which is part of the Terms of Use. This applies also to the White-Label Mobile Application developed as part of the Service provided to the Customer. The Customer acknowledges that they have reviewed the End User License Agreement (EULA) prior to signing the Contract.

11. **REMUNERATION**

11.1. **Obligation to Pay Remuneration.** The Company is entitled to remuneration for providing Services as specified in the Contract. This remuneration is due based on the issued invoice. Unless expressly stated otherwise in a specific case, all amounts in the Contract are always listed excluding VAT. Unless otherwise agreed in the Contract, remuneration is always payable in advance, i.e., before the provision of the relevant Service.

11.2. **Consequences of Delay.** If the Customer is in delay with the payment of remuneration for the provision of any Service, the Company is not obliged to provide the Services and is entitled to suspend the provision of Services until the overdue amount is paid. Any other rights of the Company arising from delay under the law are not affected by this.

11.3. **Invoicing.** The Customer pays the remuneration based on an invoice with a fourteen (14) day payment term. Issued invoices will have all the necessary details of a tax document as required by legal regulations. Unless otherwise agreed, the Company is entitled to issue an invoice at any time after the Contract is concluded. The Customer agrees that all invoices issued by the Company will be sent to the Customer only in electronic form.

11.4. **Payment Method.** All payments are made to the bank accounts specified on the issued invoices. An invoice is considered duly paid when the payment has been credited to the Company's bank account.

12. **STATUS AND AVAILABILITY OF THE PLATFORM**

12.1. **Platform Status.** The Customer acknowledges that, as part of the Services, they are entitled to access and use the Platform only in the technical development stage that the Platform is in as of the date of the Contract, including any potential deficiencies ("as is").

12.2. **Platform Availability.** The Company does not guarantee the level of availability and quality of the Platform **except in cases** where it has committed to this in a separate agreement concluded under Section 9.1 of these GTC (i.e., the Platform is made available on an "as is available" basis). The Customer further acknowledges that the Platform undergoes ongoing development, and like any similar product used on a wide range of devices and by various users across different regions through electronic networks, there may be functional limitations or availability issues for some users or devices, as well as potential global outages. However, the Company is committed to the functioning of the Platform and voluntarily continuously improves its functionality and features and works on

addressing any potential deficiencies.

12.3. **Scheduled Downtime.** Beyond the above, the Company reserves the right to temporarily limit the availability of the Platform, particularly for pre-planned downtime, necessary maintenance, or technical changes to the Platform. The Company will inform the Customer of planned limitations on availability with adequate notice in advance, and if that is not possible, will notify the Customer without undue delay after the downtime begins, including an indicative time for the Platform's availability restoration. The Company will attempt to schedule planned downtimes in a way that minimizes disruption to ongoing Projects.

12.4. **Additional Services.** This Section 12 of these GTC also applies, to the fullest extent permissible by law, to all other Services.

**13. LIABILITY AND WARRANTIES**

13.1. **Warranties.** The Company does not provide any warranties regarding the Services and excludes all statutory warranties to the fullest extent permitted by law.

13.2. **Rights to Defective Performance.** In the event of defective performance, the Customer has the right to request rectification or an appropriate discount on the Company's remuneration. For the purposes of asserting rights related to defective performance, Services under Sections 3, 6, 7, 8, 9, and 10 of these GTC are considered separate performances.

13.3. **Liability for Damage.** The Company is fully liable to the Customer for damages caused by a breach of the Company's obligations under the Contract or the law due to intent or gross negligence. To the fullest extent permitted by law, the Company excludes liability for any non-causal or indirect damages, including lost profits, and for non-property damage incurred by the Customer in connection with the Contract, its breach, or a breach of the law. The Customer also waives any such claims against the Company.

**14. CONFIDENTIALITY**

14.1. **Confidentiality Obligation.** Both the Company and the Customer agree to maintain confidentiality about all confidential information of the other Party that they become aware of in connection with the Contract, for the duration of the Contract, and for no more than twelve (12) months after the termination of the Contract.

14.2. **Confidential Information.** Confidential information refers to information provided about business, production, economic, legal, or technical matters related to the business activities of the other Party that is not publicly available, provided that the other Party marked it as confidential when provided, or if its nature or the circumstances of its disclosure made it clear that it is confidential.

14.3. **Specific Obligations.** Both the Company and the Customer agree to keep Confidential Information secret; not to disseminate, disclose, or communicate it to third parties without prior consent, except in the manner anticipated by the Contract and these GTC; use reasonable means to protect it from possible acquisition by third parties; and use it for the purpose of performing the agreed activities, i.e., fulfilling the Contract.

14.4. **Exceptions.** The obligation to maintain confidentiality does not apply to Confidential Information that was expressly excluded from this restriction in writing; is publicly available or has been disclosed otherwise than by breaching the Contract; or was known to the Party before it was disclosed by the other Party. The confidentiality obligation also does not apply to the extent that the disclosure of Confidential Information is mandated by a governmental authority or court decision in accordance with the law. The Party is obligated to promptly inform the other Party in writing of such a request.

14.5. **Sanctions.** If a Party breaches the confidentiality obligation, it will compensate the other Party for the damage and non-property harm caused, return any benefits obtained, or, with the prior consent of the other Party, transfer any rights acquired thereby.

**15. PROCESSING OF PERSONAL DATA**

15.1. **Processing Agreement.** If the Company processes personal data on behalf of the Customer in the course of providing Services, it will enter into a separate data processing agreement with the Customer that meets the requirements of Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council, commonly known as the General Data Protection Regulation (GDPR).

**16. COOPERATION AND COMMUNICATION**

16.1. **Cooperation.** The Parties agree to cooperate with each other and provide all necessary information for the proper fulfilment of their obligations. Each Party must inform the other Party of all facts that are or may be important for the proper performance of the Contract.

16.2. **Authorized Representatives.** All communication between the Parties will be conducted through authorized representatives, statutory bodies of the contractual Parties, or employees appointed for this purpose by the Parties. The Parties will mutually designate these representatives.

16.3. **Delivery.** All notices between the Parties related to the Contract or required to be made under the Contract must be in writing (including electronic) and delivered to the other Party either personally, by registered letter, or another form of registered postal service to the authorized representatives mentioned in Section 16.2 of these GTC, or to the statutory bodies or persons listed in the header of this Contract, or via email communication to the authorized representatives, unless otherwise specified or agreed between the Parties.

16.4. **References.** For the avoidance of doubt, the Company is entitled to publicly present or disclose any custom-made functionalities to third parties other than the Customer for the purpose of showcasing the Platform, no later than from the moment such functionalities are first made available within the Platform to users other than the Customer.

**17. DURATION AND TERMINATION OF THE CONTRACT**

17.1. **Duration.** The duration of the Contract is specified in the Contract. If the Contract is concluded for a fixed term and neither Party notifies the other Party at least three (3) months before its expiration that they do not wish to extend it, the Contract will be extended for the same period for which it was originally concluded. The duration of the Contract may be extended repeatedly in this manner.

17.2. **Inflation Clause.** With each extension of the duration of the Contract, the prices under the Contract will be adjusted according to the inflation rate. The term "inflation rate" refers to the increase in the consumer price index for the calendar month in which the Contract is extended, compared to the calendar month preceding the date of the Contract (or its previous extension in the case of a second or further extension), as published by the Czech Statistical Office.

17.3. **Unused Services.** Upon the expiration of the Contract, it will terminate regardless of whether the Customer has utilized all the Services they were entitled to during the term of the Contract. No compensation or discount on the remuneration will be granted to the Customer for any unused Services.

17.4. **Data Removal.** The Customer acknowledges and agrees that upon termination of the Contract, the Company is not obligated to retain any data related to the executed Projects, whether such data was entered by the Customer as the organizer of the Project or by any other third party as a participant in the Project. If the Company decides to delete the entered data after the termination of the Contract, it will do so only after at least ten (10) calendar days following the sending of an email notification to the Customer regarding this matter.

**18. FINAL PROVISIONS**

18.1. **Governing Law.** The Contract and these GTC are governed by the laws of the Czech Republic. Rights and obligations not explicitly regulated by the Contract and these GTC, as well as legal relations arising from and related to them, are governed primarily by the relevant provisions of the Civil Code.

18.2. **Choice of Court.** Disputes between the Company and the Customer arising in connection with the Contract or these GTC, including disputes regarding the existence of the Contract and these GTC, will be definitively resolved by the general courts of the Czech Republic that are competent based on the Company's registered office as of the date of the Contract.

18.3. **Severability Clause.** If any provision of the Contract or these GTC becomes invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions of the Contract or these GTC, unless it is evident from the content of the provision that such provision or part thereof cannot be separated from the remaining content. The Parties agree to cooperate in such cases to replace the invalid or unenforceable provision or its part with a new provision or part that is as close as possible in purpose and economic significance to the provision of the Contract or GTC that is to be replaced.

18.4. **Force Majeure.** For the purposes of this provision, "force majeure" refers to any extraordinary event beyond the Company's control that prevents it from fulfilling its obligations under the Contract, including, but not limited to, a significant hacking attack. The Company will not be liable for the performance of its obligations under the Contract during such circumstances. If the force majeure situation lasts for more than six (6) months, the Parties will discuss further steps regarding the fulfilment of rights and obligations under the Contract. The Company will notify the Customer of the occurrence of a force majeure situation and its causes without undue delay, but no later than ten (10) calendar days from its occurrence. The Customer will be similarly informed when the force majeure circumstances cease.

18.5. **Assignment and Set-off.** Unless otherwise stipulated in the Contract, the Customer may assign claims under the Contract or the Contract as a whole to a third party only with the explicit consent of the Company; this also applies to any encumbrance of claims against the Company related to the Contract. The Customer agrees that the Company is entitled

to assign the Contract and all rights and obligations arising from the Contract to a third party. Unless otherwise stipulated in the Contract, the Customer may set off its claims against the Company against the Company's claims against the Customer only based on mutual agreement between the Parties involved.

- 18.6. **Changes to the GTC.** The Company is entitled to unilaterally amend these GTC at any time. However, after the Contract is concluded, such a change will only be effective towards the Customer once the Customer has agreed to the change.
- 18.7. These General Terms and Conditions become effective on August 19, 2024.

\*\*\*