

General Commercial Terms

for providing car-sharing services

1. INTRODUCTORY PROVISIONS

- 1.1 These GCT determine the basic rights and obligations relating to the Framework Agreement between the Provider and the User that relate to the provision of Services.
- 1.2 The Privacy Policy is an annex to these GCT.

2. INFORMATION

- 2.1 The contact electronic address of the Provider is: info@uniqway.cz.
- 2.2 The Contracting Parties will use e-mail for communication, whilst communication may also take place as part of the Mobile Application or Web Application. The Provider may determine the supported software necessary to access the Mobile Application or Web Application and does not guarantee that it will be functional in all configurations of the technical device used by the User. The communication will be in Czech or English.
- 2.3 Information will be made available to the User via the Mobile Application or Web Application within the time limits corresponding to the nature of the information made available. The Provider sends a message to the User to his or her email address indicating that certain information has been made available in the Mobile Application or Web Application.
- 2.4 The state authorities of the Czech Republic check and supervise the Provider's activities, and can be contacted with suggestions in accordance with the legal regulations regulating their scope and powers. State supervision authorities are, in particular:
 - 2.4.1 The Czech Trade Inspection Authority;
 - 2.4.2 Trade Licensing Offices;
 - 2.4.3 The Office for Personal Data Protection.
- 2.5 The Framework Agreement is archived by means of computer technology and is not accessible to third parties, with the exception of companies that are part of the Volkswagen Group, partner universities and other cooperating universities serving as registration points. They are listed on website www.uniqway.cz.
- 2.6 The Framework Agreement can only be concluded in the Czech or English languages.
- 2.7 The User shall be entitled to withdraw from the Framework Agreement without providing a reason and without any penalties within 14 (fourteen) days from when the Framework Agreement is concluded.
- 2.8 The User requests the beginning of provision of Services immediately after the Framework Agreement is concluded, i.e. before the expiration of the withdrawal deadline.
- 2.9 The Provider hereby informs the User that he or she shall be entitled to submit a petition for initiating out-of-court proceeding in a dispute arising out of a concluded Framework Agreement, no later than 1 (one) year from the date on which he or she exercised his or her right that is the subject of the dispute with the Provider for the first time. The entity having subject-matter and territorial jurisdiction for out-of-court settlement of consumer disputes from the Framework Agreement concluded between the Provider and the User is the Czech Trade Inspection Authority. The rules established by the Czech Trade Inspection Authority that regulate the procedure for out-of-court settlement of consumer disputes, as well as the form for submitting a petition, are available on the website of the Czech Trade Inspection Authority at address: adr.coi.cz or www.coi.cz.

3. DEFINITIONS OF TERMS

- 3.1 The terms specified in these GCT starting with a capital letter have the meaning given to them in these GCT or in the Framework Agreement. If a term is defined differently in these GCT and the Framework Agreement, the definitions defined in the Framework Agreement shall apply.
 - 3.1.1 "**Partial Agreement**" means an agreement on the provision of Services via the specific rental of a specific vehicle, concluded in accordance with the Framework Agreement and these GCT.
 - 3.1.2 "**Trip**" means the use of a Vehicle for transporting the User in accordance with these GCT and the Framework Agreement.

- 3.1.3 “**Mobile Application**” means a mobile application in the form and with the functions pursuant to Article 4 of these GCT.
- 3.1.4 “**Civil Code**” means Act No. 89/2012 Coll., Civil Code, as amended.
- 3.1.5 “**Partner University**” is a university that is a partner or an affiliated member of Uniqway. As of the day of effectivity of these GCTs, those universities are: Czech Technical University in Prague (CTU), Czech University of Life Sciences Prague (CZU), Prague University of Economics and Business (VŠE) and ŠKODA AUTO University, o.p.s.
- 3.1.6 “**Provider**” means ŠKODA AUTO DigiLab s.r.o. registered office: Jankovcova 1603/47a, Holešovice, 170 00 Prague 7; Company Id No: 05976359, Tax Id No: CZ05976359, company registered in the Commercial Register of the Municipal Court in Prague, file no. C 274001.
- 3.1.7 “**Framework Agreement**” means the legal relationship between the Provider and the User that is governed by these GCT, and which is concluded in a remote manner via the web portal operated by the Provider, on the basis of which the Service is provided.
- 3.1.8 “**Reward System**” means the function of the Mobile Application and Web Application containing various types of fulfilment of the Provider that may be used by the User if the relevant conditions are fulfilled.
- 3.1.9 “**Reservation**” means an act of the User relating to a specific Vehicle via which the Provider expresses his or her intent to use it on the basis of a Partial Agreement. A Vehicle may only be reserved by one User for one time period.
- 3.1.10 “**Driver’s licence**” means an official valid document enabling the User to drive a Vehicle. In the Czech Republic, the following are considered to be valid driver’s licences: (a) issued in the Czech Republic in accordance with the applicable legal regulations of the Czech Republic; (b) issued in the Member States of the European Union in accordance with EU legal regulations; (c) issued in other States recognized in Czech Republic according to the applicable legal regulations of the Czech Republic as valid for the purposes of driving; and (d) valid international driver’s licences along with national driver’s licences recognized in Czech Republic according to the applicable legal regulations of the Czech Republic as valid for the purposes of driving.
- 3.1.11 “**Service**” has the meaning specified in the Framework Agreement.
- 3.1.12 “**Administrator**” means a person authorized by the Provider who looks after the running of a Vehicle according to the instructions of the Provider.
- 3.1.13 “**User**” means a natural person who is interested in the provision of the Services by the Provider, or to whom the Services are already provided by the Provider, and who has also reached the age of 18 and holds a Driver’s License. Users may only be:
- 3.1.13.1 students and employees of universities situated in the Czech Republic. University is a university in accordance with the law no. 111/1998 Sb., the law about universities and adjustment and completion of other laws (the law about universities). Student is a natural person, who can be referred to as a student in accordance with the law no. 111/1998 Sb., the law about universities and adjustment and completion of other laws (the law about universities) or who successfully completed their studies at a university. An employee is a person in an employment relationship with a university.
 - 3.1.13.2 Graduates of Partner Universities;
 - 3.1.13.3 employees of the Provider and employees of other companies that, together with the Provider, form a business group (a concern);
 - 3.1.13.4 employees of service agencies of the Provider;
 - 3.1.13.5 and other persons explicitly named by the Provider.
- 3.1.14 “**Vehicle**” is the means of transport that is the subject of Services pursuant to the Framework Agreement and these GCT.
- 3.1.15 “**Web Application**” means the Web Application available via an internet browser in the form and with the functions pursuant to Article 4 of these GCT.
- 3.1.16 “**Accessories**” are separately offered accessories of the Vehicle (for example roof rack, roof box, bike carrier, etc.). Accessories are offered by the Provider together with the Vehicle. The installation of the Accessories on the Vehicle before the beginning of the rental shall be carried out by the Provider.

4. MOBILE AND WEB APPLICATION

- 4.1 The Provider operates the Mobile Application and Web Application, which are an integral tool via which the use of the Services will be enabled.

- 4.2 For use of the Mobile Application, it is necessary to use a mobile phone with the Android operating system, version 6.0 and higher, or a mobile phone with the iOS operating system, version 9 and higher.
- 4.3 The User shall not be entitled to perform any machine download of data from the Mobile Application or the Web Application or parts thereof, or any other misuse of the Mobile Application and the Web Application and the data available therein. Any contrary behaviour shall be considered a gross breach of the Framework Agreement.

5. REGISTRATION AND USER ACCOUNT

- 5.1 In order for the User to be able to use the Service, the User must register via the registration form available in the Mobile Application or Web Application, as part of which the User is obliged to fill in all data marked as mandatory and express his or her consent to these GTC. In order to complete the registration, it is necessary that the User:
 - 5.1.1 uploads a scan or photo of his or her Driver's License via the Mobile Application or Web Application, ID Card, an ISIC card or an other RFID card determined by the Provider, as well as his or her self-photo (selfie) taken by mobile phone together with the ID card; or
 - 5.1.2 personally visits one of the registration points where he or she will present his or her Driver's License, ID Card and ISIC. A list of registration points is available at www.uniqway.cz.
- 5.2 If all of the required information and documents are in order, the Provider shall verify the User's registration and open a User Account for the User. The User acknowledges and agrees that upon the first unlocking of the Vehicle, the Provider will register the RFID of the User's ISIC card or an other RFID card specified in the paragraph 5.1.1 of this GCT.
- 5.3 The Mobile Application and Web Application is accessible via a unique username and password defined by the User. The username and password are strictly secret, personal and non-transferable. The User shall be responsible for securing his or her password, and in the event of its misuse, he or she shall be solely responsible for any damage caused to the Vehicles and to third parties as a result of the loss or transfer of this information. In particular, the User shall not be entitled to use the Mobile Application or the Web Application:
 - 5.3.1 to share his or her user account password with others; or
 - 5.3.2 transfer his or her account to another person without the permission of the Provider.
- 5.4 The User shall be obliged to immediately inform the Provider in the event that the account could be misused as part of the Mobile Application or Web Application (e.g. in the event of the loss of a mobile phone) and request deactivation of the account or change his or her password.
- 5.5 The User may only have one account as part of the Service.

6. TRANSFER AND RETURN OF VEHICLE AND ACCESSORIES

- 6.1 A Vehicle can be taken over and used only on the basis its prior Reservation via the Mobile Application or Web Application. Use of a Vehicle without a prior Reservation is not possible. The User may cancel the Reservation free of charge within 15 minutes from when it is made, unless the Vehicle has been opened. However, if the User misuses the Reservation system, in particular by making and subsequently cancelling a Reservation (i.e. two or more times in a row), paragraph 14.1.1 of these GCT shall apply, and the User shall not be entitled to make another Reservation of the same Vehicles for 24 hours and the User account may be temporarily disabled.
- 6.2 A Partial Agreement shall be concluded and beginning of provision of a Service as soon as a Reservation is made pursuant to the previous paragraph.
- 6.3 The Accessories are reserved by the User at least 48 hours before the rental of the Vehicle equipped with the Accessories. The reservations of the Accessories are made via the hotline or the contact e-mail of the Service.
- 6.4 The Provider reserves the right to refuse the Accessories reservation, especially if the required Accessories are not available for the booked Vehicle or the reserved period.
- 6.5 Responsibility for the Vehicle shall be transferred to the User upon the first opening of the Vehicle via a mobile phone and chip card based on the instructions specified in the Mobile Application or Web Application.
- 6.6 A Partial Agreement shall be terminated via the Mobile Application, and at such a time the Vehicle shall be returned and the responsibility for the Vehicle shall be transferred back from the User to the Provider, unless specified otherwise hereafter. If a Vehicle is equipped with an Accessory, responsibility shall not be transferred back to the Provider until the personal transfer of the Vehicle equipped with an Accessory to the Provider at the location designated by the Provider, of which the User was informed during the Reservation.
- 6.7 Before a Trip is made, the User shall be obliged to check the current condition of the Vehicle for any deficiencies to the Vehicle, including any external or internal damage or significant dirtiness, including to the Accessories, if the Vehicle has

them. The User shall also be obliged check that the Vehicle has license plate and that it is legible, that there are rugs on the driver and passenger sides, special equipment that can be installed by the Provider in the Vehicle's interior, a Vehicle Registration Certificate, Vehicle Liability Insurance documents, CCS/UTA Cards or recharging cards/chips, compulsory equipment, the scope of which is determined by a decree of the Ministry of Transport of the Czech Republic (first aid kit, reflective vest, warning triangle and, if the Vehicle is not equipped with wheels allowing emergency driving after puncture or an emergency defect repair kit, then a jack, wheel wrench and spare wheel). The User shall be obliged to photograph the ascertained deficiencies and reported them before the Trip begins to the Administrator or Operator via the info line, or at info@uniqway.cz. Failure to notify of Vehicle deficiencies, including any external or internal damage, significant dirtiness, or other Vehicle deficiencies, means that the Client has taken over the Vehicle in the proper condition without external damage, cracks, scratches, any documents referred to in this paragraph, and with the Accessories that the Vehicle should have in accordance with a duly made Reservation.

- 6.8 The Vehicle shall be returned in faultless conditions, taking into consideration normal wear and tear. The Vehicle must be free from obvious damage, significant pollution or other defects that would prevent the next User from proper use of the Vehicle. If the User returns the Vehicle substantially dirty and has no verifiable proof that the Vehicle was in this condition during the transfer, and that the User informed the Provider or Administrator of this condition before beginning the Trip, the User shall be obliged to compensate the Provider for the expense of cleaning the vehicle and its restoration to its original condition, taking into consideration normal depreciation, and the related handling costs, within 15 days of receipt of the request for compensation of incurred costs.
- 6.9 The vehicle is transferred to the User and returned by the User at the specific locations specified in the Mobile Application and Web Application, within the zones allowed by the Mobile Application and Web Application. However, at the time of its return, the vehicle may under no circumstances be parked outside of these allowed zones. The User shall be obliged to return the Vehicle with Accessories to the location determined by the Provider.
- 6.10 If the vehicle is returned within the allowed zone at locations where it is forbidden to park, in a paid parking zone (with the exception of blue, violet and brown zones in the capital city of Prague), in a residential parking area or at a location where vehicle parking or stopping is restricted or prohibited, the Provider shall be entitled to charge the User and the User shall be obliged to pay to the Provider a contractual penalty amounting to 500 CZK, added to all costs incurred to the Provider via a breach of this obligation by the User, such as costs for the payment of penalties for minor offences, costs for vehicle towing, the cost of the payment of the parking fees or the costs of for parking the vehicle at another location.
- 6.11 If the User does not return the Vehicle to a location at variance with paragraph 6.9 of these GCT, the Vehicle shall not be considered returned and the Partial Agreement shall not be considered terminated at variance with paragraph 6.6 of these GCT. In this case, the Vehicle shall be considered rented until its return to the location pursuant to paragraph 6.9 of these GCT.
- 6.12 If the User is not able to return the Vehicle to a location pursuant to paragraph 5.8 of these GCT, the User must contact the Provider and the Provider shall be entitled to individually assess the return and, if needed be, specify the other location to return the Vehicle. For returning the Vehicle according to the previous sentence, the Provider shall be entitled to charge the User a fee in the amount set out in the pricelist that is available at www.uniqway.cz.
- 6.13 The Provider may restrict the minimum and highest possible duration of a Partial Agreement – this fact shall always be imparted to the User during the course of a Reservation via the Mobile Application or Web Application. The minimum duration of a Partial Agreement for a Vehicle equipped with Accessories is at least 48 hours. In the event of the return of a Vehicle equipped with Accessories before the expiration of the minimum duration of the Partial Agreement, the Provider shall be entitled to charge the User the Service Price at least in the amount of the Service Price determined on the basis of the minimum duration of the Partial Agreement.
- 6.14 When returning the Vehicle, the User must ensure that the Vehicle's tank is filled with fuel so that the distance on the Vehicle onboard computer shows at least 200 km, and in the case of a vehicle powered exclusively by electricity that the available range on the Vehicle's on-board computer shows at least 50 km.
- 6.15 The rules given by these GCT for transfer, use and return of the Vehicle shall also be appropriately applied to the Accessories. The User shall be obliged to use the Accessories always only with the Vehicle the Accessories are installed in and, during the course of the Partial Agreement, the User shall not be entitled to uninstall the Accessories from the Vehicle.
- 6.16 If the User uses the Vehicle outside of the Czech Republic, the User shall be obliged to inform the Provider thereof at least 48 hours before the planned transfer of the Vehicle via the info line or at info@uniqway.cz. The Provider shall then issue consent to the User to use the Vehicle abroad, which must be in the Vehicle in the trip abroad and serves to protect the User in the event of a police inspection to prove the disposition authorization to the Vehicle. The User may simultaneously reserve a UTA card for purchasing fuel abroad (outside Slovakia) for the relevant Vehicle. Taking over and subsequent return of the vehicle takes place only on the campus of the Czech University of Life Sciences in Prague, always from 8:00 to 20:00 in the presence of a Uniqway employee. If the user finds that he is unable to meet the agreed time of taking over or returning the vehicle, he is obliged to contact the Uniqway info line about a delay at least one hour before the agreed time.
- 6.17 In the event that a temporary parking ban is placed in the permitted zone, the User is obliged to park the Vehicle in a place where there is no such ban or restriction. Otherwise, the User will be charged the costs associated with this future incorrect parking.

- 6.18 If the User returns the Vehicle in the permitted zone at Václav Havel Airport, he is obliged to park and return the Vehicle only at a designated Uniqway parking space. The fee for returning the vehicle in this zone is automatically added to the invoice for the ride and is in the amount of 100 CZK.

7. FILLING FUEL

- 7.1 It is possible to exclusively use the CCS card or the recharging card/chip placed in the Vehicle for the payment of fuel or recharging of the Vehicle bought at gas/recharging stations located in the Czech Republic and in the Slovak Republic. It is possible to exclusively use UTA card or recharging card/chip for the payment of refuelling or recharging in foreign countries (excluding the Slovak Republic). If the User purchases the fuel or recharging in any other way than as specified in these GCT, the User shall have no right to reimbursement for such incorrectly purchased fuel or recharging.
- 7.2 The PIN code for the CCS card or recharging card/chip shall be given to the User via the Mobile Application or Web Application.
- 7.3 Each CCS card or recharging card/chip has a maximum payment limit. This limit can be raised in the individual cases on the basis of an agreement with the Provider.
- 7.4 The User shall be entitled to use the CCS or UTA card or recharging card/chip exclusively to purchase fuel or recharging for the Vehicle for which the CCS card or recharging card/chip is provided. The User is expressly prohibited from providing the CCS or UTA card or recharging card/chip to a third party, or to tank fuel or recharge via the card at variance with the previous sentence. Any other use of the CCS card, UTA card or recharging card/chip requires the prior express consent of the Provider.
- 7.5 The User shall be entitled to use a CCS or UTA card solely to purchase Natural 95 (E5) fuel and the recharging card/chip exclusively for recharging the Vehicle. In the event that the User uses a CCS or UTA card or the recharging card/chip to purchase different fuel or any other supply, the Provider shall be entitled to request the User to pay the difference between the price of such fuel and the average Natural 95 (E5) price determined on the date of purchase by the legal regulation applicable for calculating travel expenses and compensation of any purchased supply other than Natural 95 (E5) or electricity for the purpose of recharging the Vehicle.
- 7.6 The User shall also be entitled to use the CCS card for washing the Vehicle:
- 7.6.1 at most once during the concluded Partial Agreement; and
 - 7.6.2 via a program whose price does not exceed 150 CZK incl. VAT for one wash of the Vehicle or the equivalent 8 EURO incl. VAT for one Vehicle wash if the price is not defined in Czech crowns.
- 7.7 The Provider shall be entitled to check whether the User used the CCS or UTA card or recharging card/chip at variance with the Framework Agreement or the GCT, in particular whether the volume of the purchased fuel or recharging exceeded the free volume of the Vehicle fuel tank or battery when the card was used to pay.
- 7.8 If the Vehicle Provider has reasonable doubt as to the proper handling of the CCS or UTA card or recharging card/chip by the User, the Vehicle Provider shall immediately impart these doubts to the User and will request the User to comment on these doubts and the reasons for them. If the User does not address these doubts within 30 days or if the doubts are not refuted, the User shall be obliged to pay to the Provider the costs of the Provider resulting from unauthorized use of the CCS or UTA card or recharging card.

8. OBLIGATIONS OF THE USER

- 8.1 The User shall be obliged to provide true information in the scope required by the Mobile application or Web application, and to inform the Provider in the event that there are any changes to such data.
- 8.2 Only the User may drive the Vehicle. The User may not lend out the Vehicle, lease or sublease it or otherwise let a third party use it (even free of charge). For longer trips, the User shall be entitled to allow a third party to drive the Vehicle, but the User shall remain fully responsible for the operation of the Vehicle.
- 8.3 Whenever the User leaves the Vehicle, the User shall be obliged to exert reasonable effort to ensure that the Vehicle is secured against damage and theft, and the User shall at least be obliged to secure the Vehicle via the installed security elements (securely lock it, close the windows and the doors).
- 8.4 The User is prohibited from behaving in the Vehicle in a manner that could cause any damage to the Operator; in particular the User is prohibited from leaving waste in the Vehicle, smoking, smoking electronic cigarettes (including those that do not contain tobacco), steam generators (vaporizer, etc.), water pipes (including those that do not contain tobacco) or Nitrous oxide (with the exception of its use based on medical indications), and transporting live animals.
- 8.5 The User shall be entitled to exclusively use the Vehicle in the Czech Republic and in the states of the European Union and the Schengen area. The User shall be obliged to inform the Provider in accordance with paragraph 6.16 if he or she intends to use the Vehicle outside the territory of the Czech Republic. The maximum period of use of one Vehicle by one User is 14 calendar consecutive days and after this period the User is obliged to end the journey with the Vehicle.

- 8.6 The User shall be obliged to use the Vehicle in accordance with the use instructions for the Vehicle set out by its manufacturer. Over and above the previous sentence, primarily, but not exclusively, the User may not use the Vehicle:
- 8.6.1 outside public paved roads,
 - 8.6.2 for competitions, races or similar activities; or
 - 8.6.3 for commercial purposes or for the transport of uncommon cargo or items.
- 8.7 The User may not in any way interfere with the onboard unit, on-board computer or other parts of the Vehicle, with the exception of actions necessary for routine vehicle maintenance (refuelling, recharging, etc.). The user is specifically forbidden from manipulating in any way the Vehicle transfer device, the on-board unit, the GPS and GSM system, etc.

9. PRICES FOR SERVICES, INVOICING, PAYMENT TERMS

- 9.1 The Provider shall charge for the provision of the Services and shall be entitled to request for them the payment of the price in accordance with the price list, which is available at www.uniqway.cz. In the event of a Vehicle with Accessories, the Provider shall be entitled to set the minimum duration of the Partial Agreement for which the Vehicle with the Accessories must be rented. The Provider is entitled to set the minimum price for one ride in accordance with the price list, which is available on the website www.uniqway.cz.
- 9.2 The Provider shall be entitled to change the prices of the Services as well as the minimum price of one journey in the price list, and the User shall be informed of this fact at least 7 days before such a change comes into effect. The Provider may provide the User with price benefits, i.e. a discount from the standard list price or a special price offer for the provided Service. The rules and conditions for the application of such a price advantage will be stated in the specific offer of the price advantage listed on www.uniqway.cz. The Provider's price list, valid at the time of the Reservation is always binding for the User.
- 9.3 The price for Services is calculated on the basis of
- 9.3.1 the period for which the Vehicle is rented on the basis of a Partial Agreement, excluding the minimum duration of the Partial Agreement pursuant to paragraph 9.1 of these GCT; and
 - 9.3.2 the distance that User drove with the Vehicle.
- This does not affect the Provider's right to charge the User a minimum price of one journey if the Price of the Service determined in accordance with Article 9.3.1 and Article 9.3.2 is lower than the minimum price of one journey stated in the price list.
- 9.4 All payments and fees shall be invoiced in Czech crowns.
- 9.5 The period pursuant to paragraph 9.3.1 of these GCT shall begin 15 minutes from the Reservation of the Vehicle or from the first opening of the Vehicle, depending on which occurs first, and ends upon the termination of a Partial Agreement pursuant to paragraph 6.6 of these GCT.
- 9.6 Payment of the price is possible exclusively via payment by debit card or credit card (hereinafter the “**Means of Payment**”) entered into the Mobile Application or Web Application during the course of the registration of the User when concluding a Framework Agreement or by means of a voucher with a specified nominal value, which can be drawn exclusively for the Services provided by the Provider. The Provider is entitled to provide discounts on the price of the Service in the event of payment for the Service through a voucher, even if such a discount is not listed in the price list available on the website www.uniqway.cz. When selling a voucher, the Provider is entitled to set a deadline within which the voucher must be used to pay for the Service, and after the expiry of this period the User is no longer entitled to use this voucher to pay for the Service. The provider is entitled to issue one-off vouchers, which can be used to pay for only one trip. The Provider is not obliged to provide the User with any compensation for unused vouchers or for vouchers for which the deadline for their withdrawal has expired, even in the event of termination of the contractual relationship between the Provider and the User. Other methods of paying the price for the Services are not permissible.
- 9.7 The payment of the price shall be due upon the termination of a Partial Agreement. In the event that at the time it is due the User will not have available sufficient funds within the Means of Payment, the User will not be able to continue to use the Service until the payment of the due amount and, until the payment of the price for the service, the Provider shall also be entitled to repeatedly try to verify the availability of funds in the Means of Payment and to pay the price for the service.
- 9.8 Being overdue in the payment of the owed amount for more than 5 business days shall be considered a gross breach of the Framework Agreement.
- 9.9 Invoicing of the price for Services shall be delivered to the User immediately after the termination of a Partial Agreement, at the latest within 2 business days.
- 9.10 The Provider may accord a special pricing (i.e. a price reduction or a special price offer) on provision of the Service to the User. Rules for applying such special pricing will be stated in each specific offer of the special pricing available on the website or in the mobile application of the Provider.

10. REWARD SHOP

- 10.1 If, on the basis of the instructions of the Provider or Administrator, the User ensures the cleaning or other modifications to the damaged, dirty or otherwise devalued Vehicle, when the cleaned or otherwise modified Vehicle is returned, the Provider shall assign points to the User that the User may use as part of the Reward System in the scope specified in the Mobile Application and Web Application. The list of the activities that the Provider or the Administrator may request of the User and the number of points that will be allocated to the User for performing activities can be found on www.uniqway.cz.
- 10.2 The User shall not be obliged to ensure the fulfilment of the obligations of the Provider in person, and the User shall be entitled to determine via which acts they shall be carried out. The User shall be entitled to ensure the cleaning or modification of the Vehicle via third parties, but the User shall remain exclusively responsible to the Provider for returning the Vehicle on time and in the required condition.
- 10.3 The Administrator shall be entitled not to assign points or to shorten the assignment thereof in the event that the Vehicle was not cleaned or modified by the User duly and on time.
- 10.4 The rules for acquiring points in the Reward Shop are available at www.uniqway.cz.
- 10.5 Points cannot be exchanged for money or fulfilment other than which is presented within the Reward Shop. Points can be accumulated in the User's account and drawn from it.
- 10.6 When redeeming points, points with the earliest expiration date are always used first. Points can be used from their acquisition only for the period of their validity, which is specified for them in the Mobile Application or Web Application. Upon expiry of this period, they shall cease without compensation.
- 10.7 The User shall not be entitled to the assignment of points in the event that the Vehicle was damaged, dirtied or otherwise devalued when the User was using the Vehicle, and the User shall ensure the removal of such damage, dirtiness or other devaluation of the Vehicle.

11. SPECIFIC SITUATIONS

Defects

- 11.1 If a defect to the Vehicle is revealed, the User shall proceed in relation to the nature of the defect and the moment it was revealed.
- 11.2 In the event of any defects, the User shall be obliged to go through the FAQ in the Mobile Application or Web Application and subsequently contact the Provider. Pursuant to the instructions of the Provider, the User shall also be obliged to take measures focused on removing the defects and recommissioning the Vehicle.
- 11.3 The User shall not be entitled to carry out any repair to the Vehicle in any manner other than according to the instructions of the Provider, including repairs to the defective wheel of the Vehicle. Even in such a case, the obligation of the User to contact the Provider pursuant to the previous provision shall apply.
- 11.4 In the event that the User is not able to get in touch with the Provider, the User shall be entitled to directly contact the assistance services pursuant to the instructions contained in the Vehicle or in the Mobile Application.

Insured Losses / Car Accidents

- 11.5 If the User is involved in a traffic accident or detects damage to the Vehicle when using the Services, the User undertakes to provide to the Provider the necessary cooperation in handling all of the administrative tasks associated with investigating the accident or such damage, and dealing with the consequences, including indemnification. Failure to provide such cooperation shall be considered a gross breach of the Framework Agreement.
- 11.6 In the event of an **accident or damage with estimated damages over 100,000 CZK**, accidents with injuries or accidents where roads were damaged, public utility equipment or the environment, or damage to the property of a third party, and in the event of hitting an animal and its death, the User shall be obliged to:
- 11.6.1 call the Police of the Czech Republic;
 - 11.6.2 fill in a European Accident Statement with the designation of the guilty party of the traffic accident;
 - 11.6.3 if the parties do not come to an agreement on who the guilty party of the traffic accident is, determine the guilty party with the cooperation of the Police of the Czech Republic;
 - 11.6.4 send to the Provider the filled in statement, protocol of the Police of the Czech Republic, copy of driver's license (driver at the time of the accident) and the name of the service centre that will repair the Vehicle, at the latest 2 business days from the date of the accident;
 - 11.6.5 in the event that a police protocol is not obtained, note the reference number listed in the protocol, or the name, address, Vehicle registration number and the insurance policy number of the counterparty.

- 11.7 The entitlement to indemnification shall cease to exist if the police were not called to the accident or if the driver was found to have been under the influence of alcohol or other narcotic or psychotropic substance, or if the driver refused to take a breathalyser test for alcohol or other narcotic or psychotropic substance.
- 11.8 In the event of **damages up to 100,000 CZK and accidents without injury**, the procedure shall be same as paragraph 11.6 of these GCT, without the obligation to contact the police.
- 11.9 In the event of **two vehicles colliding with damages up to 100,000 CZK**, if no one was injured, the User shall be obliged to:
- 11.9.1 fill in the European Accident Statement with the designation of the guilty party of the traffic accident;
 - 11.9.2 in the event that anyone involved in the accident refuses to provide cooperation when writing up the accident report, call the Police to the accident; and
 - 11.9.3 send to the Provider the filled in statement, protocol of the Police called to the accident (if called), copy of driver's license (driver at the time of the accident) at the latest 2 business days from the date of the accident.
- 11.10 In the event of a **single vehicle** traffic accident in the Czech Republic **with damages up to 100,000 CZK** (e.g. an animal is hit and not killed, damage to the Vehicle at a parking lot caused by an unknown Vehicle, damage to the windshield, etc.), the User shall be obliged to fill in an insured loss report and send it to the Provider at the latest 2 business days from the date of the accident.
- 11.11 In the event of **vandalism or theft** of the Vehicle or part thereof, the User shall be obliged to ensure the investigation of such an insured loss by the Police of the Czech Republic (158), and to fill in an insured loss report.
- 11.12 **In all cases pursuant to this Article, the User shall be obliged to immediately contact the Provider via email at email address operations@uniqway.cz.**
- 11.13 In the event of an insurance event caused by the User, which is especially a traffic accident or any other damage of a Vehicle or damage of third party's property, the User shall be obliged to pay the Provider a handling fee of 200 CZK for processing the documentation necessary to report an insured loss.
- 11.14 In the event of a traffic accident caused by the User, the User shall be obliged to pay the damages up the amount of the deductible not covered by the insurance company, i.e. up to the amount of 1% of the amount of damages, at least 1,000 CZK. In the event that the insurance company decides not to pay the insured loss, the User shall be obliged to pay for the damages in the full amount. The User shall be obliged to prove that he or she did not cause the accident via a police protocol on the accident, the decision of an administrative body or via a valid declaration of other participants of the accident that they were fully responsible for the accident.
- 11.15 In the case of an accident or other damages on the Vehicle or other damages caused by the Vehicle outside the Czech Republic, regardless of the estimated amount of the damage, the User shall be obliged to immediately contact the insurance company specified in the International Motor Insurance Card System and follow the instructions of the insurance company. The user shall be obliged to inform the Provider without delay. The user is not authorized to sign any papers on the behalf of the Provider, particularly papers in a language other than the Czech language, unless the User receives explicit authorization from the Provider regarding this.

12. PROTECTION OF PERSONAL DATA

- 12.1 The Privacy Policy is processed in a separate document that is Annex No. 1 to these GCT.

13. RESPONSIBILITY AND COMPENSATION FOR DAMAGES

- 13.1 Each of the Contracting Parties shall be obliged to compensate incurred damages or harm as part of valid legal regulations and the Framework Agreement. Both Contracting Parties undertake to exert maximum effort to prevent damages and minimize incurred damages and harm.
- 13.2 The User shall exclusively be responsible for using the Services and the activities associated therewith. The User shall be obliged to act with due care and to prevent possible damage or harm.
- 13.3 The Contracting Parties shall be obliged to pay for any damages, harm or lost profits that they cause to each other. The Provider shall not be responsible for damages, harm or lost profits caused by the following:
- 13.3.1 if a planned Trip is not made due to the unavailability of a reserved Vehicle;
 - 13.3.2 if a goal is not achieved due to a Vehicle malfunction;
 - 13.3.3 the use of the identification data of the User by a third party;
 - 13.3.4 conduct at variance with this Framework Agreement;
 - 13.3.5 the planned unavailability of the Mobile Application or Web Application.

- 13.4 The Provider shall not be liable for any injuries that may be incurred by the User or third parties as a result of the use of the Service that are not directly caused by intentional acts or gross negligence on the part of the Provider, to the extent permitted by legal regulations.
- 13.5 The User shall be entitled to submit a request for a claim against the provided services or invoicing via the Mobile Application or Web Application, or via other communication channels. As part of the claim:
- 13.5.1 The User shall be obliged to provide his or her name, surname, address, description of the claim, designation of facts and evidence and the form of the requested reparation.
 - 13.5.2 The User shall be obliged to send the claim either via the Mobile Application or Web Application, or via email to reklamace@uniqway.cz.
 - 13.5.3 The User shall be informed once the claim is received.
 - 13.5.4 In the event that the claim does not contain all of the information necessary for the claim to be resolved, the User will be requested to supplement it within an additional time period. If it is not supplemented, the claims shall be assessed as unjustified.
 - 13.5.5 In the event that the claim is submitted properly, the claim shall be resolved at the latest within 30 days from when it is properly received. In special cases the Provider shall resolve the claim at the latest within 6 months from when it is received – the User shall be provided this information within 30 days from when the claim is received.
- 13.6 The User acknowledges that the Mobile Application and Web Application may not be available continuously, in particular with regard to the necessary maintenance of the hardware and software equipment of the Provider or third parties.
- 13.7 Neither of the Contracting Parties shall be obliged to compensate damages or harm caused by a breach of their obligations arising from the Framework Agreement if they were prevented from fulfilling them by any of the impediments excluding responsibility for damages pursuant to Section 2913, paragraph 2, Civil Code.
- 13.8 The Provider shall not bear any responsibility for items left in the Vehicle.

14. PENALTIES

- 14.1 The Contracting Parties have agreed that:
- 14.1.1 If the User misuses the Reservation system, in particular by repeatedly (i.e. twice or more in a row) making and subsequently cancelling the Reservation pursuant to paragraph 6.1 of these GCT, the Provider shall be entitled to a contractual penalty in the amount of 250 CZK for each such misuse.
 - 14.1.2 If the User returns the Vehicle significantly dirty pursuant to paragraph 6.8 of these GCT, in particular by leaving garbage in the Vehicle or if there are signs of smoking, use of electronic cigarettes (including those that do not contain tobacco), steam generators (vaporizer, etc.), water pipes (including those that do not contain tobacco) or Nitrous oxide (with the exception of use on the basis of medical indications) or transport of animals, the Provider shall be entitled to a contractual penalty in the amount of 1,000 CZK for each individual breach of such obligation and the obligation to reimburse the Provider for costs related to the elimination of the incurred damage.
 - 14.1.3 If the User breaches his or her obligations (without a serious reason) relating to the return of the Vehicle back to the location determined pursuant to paragraph 6.9 of these GCT, the Provider shall become entitled to the payment of a contractual penalty in the amount of 1,000 CZK for each individual breach of such obligation.
 - 14.1.4 If the User breaches his or her obligations specified in paragraph 6.14 of these GCT, the Provider shall become entitled to the payment of contractual penalty in the amount of 500 CZK for each individual breach of such obligation.
 - 14.1.5 If the User breaches his or her obligation to inform the Provider of the planned use of the Vehicle abroad pursuant to paragraph 6.16 of these GCT, the Provider shall be entitled to the payment of a contractual penalty in the amount of 1,000 CZK for each individual breach of such obligation.
 - 14.1.6 If the User breaches his or her obligations to return the vehicle from abroad with the assistance of a Uniqway employee in the sense of paragraph 6.16 of these GTC, the Provider shall become entitled to payment of a contractual penalty in the amount of CZK 1,000 for each individual breach of such obligation.
 - 14.1.7 If the User breaches his or her obligations specified in paragraph 7.4 of these GCT, the Provider shall become entitled to the payment of a contractual penalty in the amount of 10,000 CZK for each individual breach of such obligation.
 - 14.1.8 If the User breaches the terms or his or her obligations specified in paragraph 7.8 of these GCT, the Provider shall become entitled to the payment of contractual penalty in the amount of 1,000 CZK for each individual breach of such obligation.

- 14.1.9 If the User breaches the terms or his or her obligations specified in paragraph 8.2 of these GCT, the Provider shall become entitled to the payment of contractual penalty in the amount of 10,000 CZK for each individual breach of such obligation.
- 14.1.10 If the User breaches conditions or his or her obligations specified in paragraph 8.3 of these GTC, the Provider shall become entitled to the payment of a contractual penalty in the amount of CZK 5,000 for each individual breach of such obligation.
- 14.1.11 If the User breaches his or her obligations specified in paragraph 8.5 of these GCT, the Provider shall become entitled to the payment of a contractual penalty in the amount of 50,000 CZK for each individual breach of such obligation.
- 14.1.12 If the User breaches his or her obligations specified in paragraph 8.6 of these GCT, the Provider shall become entitled to the payment of a contractual penalty in the amount of 10,000 CZK for each individual breach of such obligation.
- 14.1.13 If the User breaches his or her obligations specified in paragraph 8.7 of these GCT, the Provider shall become entitled to the payment of a contractual penalty in the amount of 50,000 CZK for each individual breach of such obligation.
- 14.2 In the event that the Provider incurs any costs for the removal of damages that were caused by the User to the Vehicle or in relation to the use of the Vehicle, for example fines for an offense committed by the User, the Provider shall be entitled to re-invoice the reasonably incurred costs to the User and the User shall be obliged to pay them within 15 days from the delivery of the request to the make the payment. The User shall be obliged to pay to the Provider a handling fee in the amount of 500 CZK for the administrative costs of handling each individual fine for an offense committed by the User.
- 14.3 Contractual penalties shall be due within 15 days as of the date of the delivery of the written request of the eligible Contracting Party to the obliged Contracting Party, unless a longer deadline is specified in the request.
- 14.4 Unless stipulated otherwise hereafter, the payment of any agreed contractual penalty shall not absolve the obliged Contracting Party of the obligation to fulfil its obligations or compensate damage caused by breach of User's obligations.
- 14.5 In the event that the User breaches these GCT or the Framework Agreement, the User may be placed on a so-called Blacklist, of which the User will be informed. If the User is placed on the Blacklist, the User will not be able to use the Services. It is entirely up to the Provider whether the User will be placed on the Blacklist.

15. PROVIDING COOPERATION AND COMMUNICATION

- 15.1 The Parties undertake to cooperate with each other and provide to each other all of the information necessary for the proper fulfilment of their obligations from the Framework Agreement, GCT and Partial Agreements. The Parties shall be obliged to inform each other of all facts that are or could be important for the proper fulfilment of the Framework Agreement.
- 15.2 The Parties shall be obliged to fulfil their obligations arising from the Framework Agreement, GCT and Partial Agreements in such a way that they are not overdue in the fulfilment of individual deadlines or overdue in paying potential monetary liabilities.
- 15.3 All notifications between the Contracting Parties that relate to the Framework Agreement, GCT and Partial Agreements, or which are to be made on the basis of the Framework Agreement, GCT or and Partial Agreements must be in writing and delivered to the other Contracting Party either via email or via the Mobile Application or Web Application.
- 15.4 The Contracting Parties undertake that in the event of changes to their postal addresses or email addresses, they shall inform the other Contracting Party of such a change at the latest within 10 business days.

16. WORKS BY USERS RELATING TO THE SERVICE

- 16.1 Under the terms and conditions set out in the GCT, each User shall be entitled to create a work pursuant to Act No. 121/2000 Coll., Copyright Act ("Work") relating to the Service, and to offer the works to the Provider. Work means any video files, audio-visual combinations, text files, graphics, photographs, sounds, music, interactive elements and other materials.
- 16.2 Upon concluding the General Agreement, the User shall be entitled to send to the Provider the Work and/or upload or enter the Work into the Provider's infrastructure. The User acknowledges and agrees that concluding the Framework Agreement does not establish an entitlement to store any of the User's created Works on the Web Application or Mobile Application, or to any other use of the Work by the Provider. The User further acknowledges that the Provider shall be entitled to refuse and/or not publish any Works. The Provider also reserves the right to delete the User's Work or any part thereof.
- 16.3 By storing the Work via the Web Application or via the Mobile Application, the User grants consent to the Provider that the Work may be handled pursuant to the terms and conditions specified in the GCT. These terms and conditions relate to the User even if he or she is not the author of the Work. The User acknowledges that the Work that the User sends, uploads, or enters into the Web Application or Mobile Application may be placed on the www.uniqway.cz website or otherwise used pursuant to these terms and conditions.

- 16.4 The User shall send the Work to the Provider via electronic communication means. For this purpose, the Provider shall provide to the User authorization to use the Web Application and Mobile Application in the scope necessary for obtaining and sending and/or uploading or entering the Work.
- 16.5 The User declares and shall be responsible to the Provider for that fact that the User's stored Work is not at variance with the legal order of the Czech Republic or other countries whose legal order applies to a specific Work or the acquisition, storing and publication thereof. The User also undertakes that he or she shall not place, store or disseminate works, files and other information, in particular which:
- 16.5.1 violate intellectual property rights (copyright, rights related to copyright or industrial property rights) of others;
 - 16.5.2 lead to conduct violating economic competition;
 - 16.5.3 are at variance with good morals, public order and violate the personal rights of natural persons and legal entities, in particular the right to their good reputation;
 - 16.5.4 interfere with the rights of third parties, in particular by the fact that without their consent they contain unlawfully used trademarks, commercial names and protected designations of origin to which the exclusive right belongs to another, or any designations interchangeable therewith;
 - 16.5.5 lead to abuse of addictive substances other than alcohol or supports them in it, or otherwise incite or alleviate the abuse of such a substance;
 - 16.5.6 threaten other people or groups of people by killing, harming or causing damages, or other prohibited behaviour;
 - 16.5.7 defamation of nationality, ethnic group or race, political convictions or beliefs, incite hatred towards a nationality, ethnic group, race, religion, class or other group of persons or restrict the rights and freedoms of their members;
 - 16.5.8 contain an alarm message that is untrue or misleading, or false information about another that is likely to seriously jeopardize its seriousness with fellow citizens, in particular harm him or her at work, disrupt his or her family relationships, or cause him or other serious harm;
 - 16.5.9 support or promote a movement that is demonstrably aimed at suppressing the rights and freedoms of a person or proclaiming a national, racial, religious or class hatred of another group of persons or are publicly sympathetic to such movements;
 - 16.5.10 deny, question, approve or try to justify Nazi, communist or other movements against humanity and human rights.
- 16.6 The User acknowledges and expressly agrees that the Operator shall be entitled to place advertising in connection with the placement of Work on the Web Application, Mobile Application, social networks and other communication means without limitation and at its sole discretion.
- 16.7 The User declares and is responsible for the fact that the Work provided to the Provider fulfils the following terms and conditions:
- 16.7.1 is not at variance with the legal regulations of the Czech Republic or a different country that apply to the Work, its creation, storage or publication;
 - 16.7.2 does not affect or violate the personal rights protected by the legal regulations of the Czech Republic, in particular the right to a name, form and privacy and the right to protection of good reputation. For Work with protected personality rights, the User declares that he or she has the consent of the concerned individuals to the creation, storage and publishing of the Work by the Provider;
- 16.8 The User acknowledges and agrees that he or she is solely responsible for the Work submitted for publication and for the consequences of its sending and/or publication by the Provider.
- 16.9 The User provides to the Provider all of the authorizations to use the Work in the scope agreed to in these GCT, without any time, material, personal or territorial restrictions. The User declares that he or she does not have and does not exercise toward the Provider any claims related to the use of the Work under these GCT.
- 16.10 The User declares that the Work is not encumbered by any third party rights that would result in financial or other obligations of the Provider toward third parties. In the event that any third party exercises any claims in relation to the Work, its use or its content, the User shall be obliged to satisfy such claims.
- 16.11 The Provider shall not be obliged to store, publish or backup the Work. The Provider shall not bear any responsibility toward the User or toward third parties for any damages incurred directly or indirectly, or for other damages caused by the destruction, damages or deletion thereof.
- 16.12 In the event that the User behaves in a way that is or could be legitimately considered as behaviour at variance with the GCT, the Provider shall be entitled to immediately cancel the User's account and delete all of the provided Work. This shall not affect the responsibility of the User for damage and/or non-pecuniary damage incurred to the Provider or third parties.
- 16.13 The User shall be entitled to only provide to the Provider Work that the User created and is thereby the author thereof, and to the User pertain all of the rights to exercise all copyrights, including rights derived from copyrights. If the personality

attributes of the author of the Work are contained in the Work, the User grants to the Provider unconditional and material, locally and time-unlimited permission to use these personality attributes in the scope of the License provided for the relevant Work.

- 16.14 The User declares and is responsible for the fact that the creation, provision and publication of the Work did not lead to an unauthorized impact on intellectual property rights or personal rights of third parties. For Work with protected personality rights elements, the user has the express written consent of all of the concerned persons.
- 16.15 The User grants to the Provider irrevocable authorization to exercise the right to use the Work provided to the Provider, either as a whole or any part thereof (hereinafter the "Licence"), subject to the terms and conditions set forth below in these GCT. The User shall not be entitled to independent remuneration for provision.
- 16.16 The Licence is provided as exclusive, enabling the Provider to use the Work or any part thereof in any manner of use for the entire duration of the property rights to the Work, including all potential copyright works and/or artistic performances and/or other items of protection constituting a part thereof, and without other restrictions, in particular territorial, linguistic, technological, quantitative, format or purpose of use, all in original form or after processing, alteration or changes, individually or in a set or in conjunction with other copyright works or elements, or during the use (as well as inclusion in) of audio-visual work (i.e. as a work used in an audio-visual manner) or other audio-visual recordings or copyright work, or during the use (as well as inclusion in) of a sound recording or other material; all jointly with the following authorizations to use the Work or any part thereof (which the licensee is also entitled to use himself through a third party):
- 16.16.1 any processing, alteration or other change, including the creation of any cuts;
 - 16.16.2 association with any author work or element;
 - 16.16.3 inclusion in any audio-visual work or other audio-visual or copyright work or file, sound recording or other material;
 - 16.16.4 recording for the initial audio-visual record, dubbing and captioning;
 - 16.16.5 use of only an image component or audio component, and along with the following permissions:
 - 16.16.5.1 to provide program content that includes the Work or part thereof when it is communicated to the public via a logo or other designation of the Provider, including text, image and/or other information, at any time;
 - 16.16.5.2 interrupt such program content with advertising and/or outputs and/or monitoring them in a split or otherwise modified image containing in a separate part advertising, sponsoring, self-promotion and/or other text and/or image information;
 - 16.16.5.3 use program content for advertising and promotional purposes, including the use of the author's name.
 - 16.16.6 sharing with the public pursuant to Section 18 et seq., Copyright Act, in a manner that anyone can have access to the Work or part thereof, at the location and at the time according to their own choice, in particular via a computer or similar network (Section 18, paragraph 2, Copyright Act),
 - 16.16.7 accessibility in a manner that anyone can have access to the Work or part thereof, at the location and at the time according to their own choice, in particular via a computer or similar network (Section 18, paragraph 2, Copyright Act),
 - 16.16.8 any reproduction (Section 13, Copyright Act), expansion (Section 14, Copyright Act); renting of reproductions (Section 15, Copyright Act) or lending of reproductions (Section 16, Copyright Act);
 - 16.16.9 any use upon fulfilment of the conditions of insubstantial secondary use pursuant to Section 38c, Copyright Act, or in the so-called second plan (i.e. as a secondary component of the depicted plot), including the right to provision or assignment of permissions pursuant to this letter to third parties.
- 16.17 The Provider shall be entitled to in any way process the Work, change it, modify it, associate it with other copyright works or create from the Work other derivative works.
- 16.18 The Provider shall be entitled, but not obliged to use the licence granted by the User via these GCT.
- 16.19 The Provider shall be entitled to automatically provide to a third party the authorization and permissions forming part of this license granted by the User in whole or in part, for consideration or free of charge, including or without permission for subsequent provision (in whole or in part, for consideration or free of charge).
- 16.20 The Provider shall be entitled to automatically assign to a third party the authorization forming part of this license granted by the User in whole or in part, for consideration or free of charge, including or without permission for subsequent provision or assignment (in whole or in part, for consideration or free of charge).
- 16.21 If the Work or part thereof is included or associated with another work, the Provider shall be entitled to freely provide and/or assign permissions to such works without any restrictions, for consideration or free of charge.

17. RESOLVING DISPUTES

- 17.1 The rights and obligations of the Contracting Parties arising from the Framework Agreement, GCT and Partial Agreements are governed by the Civil Code and by the other relevant legal regulations of the Czech Legal Order.
- 17.2 The Parties have agreed that neither of them shall be entitled to assign their rights and obligations arising from the Framework Agreement to a third party without the prior written consent of the other Contracting Party.
- 17.3 The Parties undertake to make every effort to eliminate mutual disputes arising on the basis of the Framework Agreement, GCT and Partial Agreements, or in relation thereto, including disputes about their interpretation or validity, and to endeavour to amicably resolve these disputes firstly through meetings between their contact persons or authorized representatives.
- 17.4 If they are not resolved amicably, all disputes arising from the Framework Agreement, GCT and Partial Agreements, or in relation thereto, including disputes about their interpretation or validity, shall be decided on in accordance with legal regulations before competent and locally competent general courts.

18. VALIDITY AND EFFECT OF THE AGREEMENT

- 18.1 The Framework Agreement shall become effective on the date it is concluded. The Framework Agreement is concluded for an indefinite period of time.
- 18.2 Each of the Contracting Parties shall be entitled (even without providing a reason) to give notice to the Framework Agreement at the moment when the other Contracting Party receives the written notice.
- 18.3 The Provider shall be entitled to immediately withdraw from the Framework Agreement in the event of a gross breach of the Framework Agreement. A gross breach of the Framework Agreement shall be considered primarily, but not exclusively, activities with which Article 14 of these GCT associates the establishment of an entitlement to a contractual penalty.
- 18.4 The fulfilment mutually provided by the Contracting Parties pursuant to the Framework Agreement before the effect of withdrawal from the Framework Agreement is not unjust enrichment of the Parties; the provisions of Section 2991, Civil Code, shall not be used.
- 18.5 Upon the termination of effect of the Framework Agreement, provisions on information protection, applicable law and the settlement of disputes shall not be affected, nor any other provisions and claims from the nature of which arises that they should last after the expiry of this Framework Agreement.

19. CLOSING PROVISIONS

- 19.1 These GCT may be amended on the basis of a unilateral act on the part of the Provider. The Provider shall be obliged to inform the User of such amendments by publishing information in the Web Application, at least 15 days before the effect of the amendment. Amendments are subject to the proper implementation of notifications pursuant to the preceding sentence of this provision, always effective as of the date stated in the amended document. In the event that the date of effect is not stated in the amended document, the amendments to the document shall become effective on the first day of the month following the expiration of the time period pursuant to the second sentence of the provision. As part of the relationship, the GCT version effective at the time a Partial Agreement is concluded shall always be used. In the event of substantial GCT amendments, the User shall be entitled to give notice to the Framework Agreement without providing any reason.
- 19.2 These GCT has been executed in Czech and in English. In case of any discrepancy between the Czech and English versions hereof, the Czech version shall prevail.
- 19.3 The Contracting Parties shall not be entitled to assign any of their receivables from the Framework Agreement, or this Framework Agreement, to a third party without the prior written consent of the other Contracting Party.