

# General Terms and Conditions of Gaze Brothers s.r.o. for End Customers

## 1. Introductory provisions and definitions

1.1. These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") regulate the rights and obligations of end customers using the services of Gaze Brothers s.r.o., ID No.: 175 21 513, with registered office at Novovysočanská 2509/3b, Libeň, 190 00 Prague 9, the Czech Republic (hereinafter referred to as "**the Company**").

1.2. These Terms and Conditions are intended solely for End Customers and are not intended for Partners.

1.3. For the purposes of these Terms and Conditions, the following terms, where capitalized, shall have the following meanings:

"**Application**" means the mobile application through which End Customers order the Partner Service.

"**End Price**" means the price for the Partner Service offered by the Partner to the End Customer via the Appoints Service, including VAT where the Partner is VAT registered.

"**End Customer**" means the person ordering the Partner's services through the Appointment Service. In view of the applicable legislation, a distinction is made between an End Customer who is a consumer, i.e., one who is not acting in the course of his trade or other business when entering into and performing the Contract, and an End Customer who orders the Partner's Service for the purpose of his business.

"**Portal**" means the web portal available at [www.Appoints.cz](http://www.Appoints.cz) through which End Customers order the Partner Service.

"**Appoints Service**" means the service available on the Application and the Portal provided by the Company through which Partner Services are ordered and appointments for Partner Services are booked.

"**Partner Service**" means a specific service offered by the Partner to End Customers through the Application and the Portal.

"**Partner Service Agreement**" means the contract entered into between the End Customer and the Partner through the Appoints Service, the subject matter of which is the Partner's obligation to provide the Partner Service to the End Customer as specified in the Order and the End Customer's obligation to pay the Partner the End Price for the Partner Service.

"**Partner**" means a natural person or legal entity that offers Partner Services to End Customers through the Appoints Service, pursuant to a Partner Services Agreement entered into with the Company.

"**Customer Account**" means the account that will be created for an End Customer based on the registration described in Article 3 of these Terms and Conditions.

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

## 2. Appoints Service

2.1. The provision of the Appoints Service is free of charge to the End Customer.

2.2. The provision of the Appoints Service to the End Customer is as follows:

- a) The End Customer selects the Partner and the service he/she intends to use in the offer on the Portal or in the Application;
- b) After selecting a specific Partner's Service and date, the Customer clicks on the "Book Now" box to place an order binding payment;

- c) The Company will send the End Customer a confirmation of acceptance of the booking on behalf of the Partner, at which point the Contract for the provision of the Partner Service will be concluded between the End Customer and the Partner;
- d) In case that the Partner requires payment in advance, the End Customer will be redirected to the Partner's payment gateway. The End Customer acknowledges that in such a case it is the Partner's payment gateway and not the Company's and the Company shall not be liable for any complications that may arise. In case that the Partner does not require payment in advance, payment will only be made upon provision of the Service;

### **3. End Customer registration, use of the Portal and Application**

- 3.1. Only registered End Customers may order Partner Services via the Application or the Portal. End Customers may register via the registration form available on the Application and the Portal.
- 3.2. The End Customer shall provide the Company with true and complete information about his/her person. In the event of false and/or incomplete information, the End Customer shall bear all liability for any damage caused thereby.
- 3.3. If the End Customer wishes to cancel his/her registration, he/she may do so at any time by contacting customer support at the e-mail address [info@appoints.cz].
- 3.4. The Company reserves the right to restrict or terminate the End Customer's access to the Customer Account at any time.
- 3.5. End Customers are required to protect their access credentials. In the event of loss or misuse, they are required to notify the Company immediately so that it can take appropriate action. However, the Company shall not be liable for any damages resulting from the loss or misuse of End Customer access data.
- 3.6. The End Customer shall inform the Company of any change in any of their personal details. The Company shall be entitled to contact the End Customer to verify the timeliness or correctness of the information provided and to request additional information. In the event that the Company suspects that the End Customer's data has been misused, the Company shall have the right, at its sole discretion, to refuse the request to make a change.
- 3.7. The Company shall allow the Partner to store the Partner Content on the Portal and in the Application. The Company is not responsible for the activities of the Partner, nor is the Company responsible for any defects in the content or appearance of the materials posted by the Partner on the Application and the Portal.
- 3.8. The Company is not responsible for the completeness, accuracy, truthfulness of the materials posted on the Portal and the Application, or for any unfair competitive practices of the Partner through the Appoints Service or for any infringement of personality or copyright.
- 3.9. The Company shall not be liable for any damages arising from the use of information published on the Portal and the Application.
- 3.10. The Company reserves the right to modify or remove any part of the content of the Application and the Portal at any time without prior notice, or to interrupt the operation of the Application and the Portal for an indefinite period of time, in particular for scheduled maintenance or unscheduled emergency maintenance performed by the Company or a third party.
- 3.11. The Appoints Service is provided "as is" and on an "as available" basis. The Company does not warrant that the Appoints Service will be uninterrupted, timely, secure, error-free or virus-free, nor does the Company warrant the results that may be obtained from the use of the Appoints Service.
- 3.12. Clicking on certain links in the Application and Portal may cause you to leave the Application and Portal and be redirected to third party websites. The Company is not responsible for the content of any third-party websites linked to from the Application or Portal or for any breach of law by third parties operating such websites and any damage or other harm caused thereby.

The inclusion of any link to the Portal or the Application does not imply the Company's endorsement of such site or its support, promotion, etc., unless expressly stated.

- 3.13. The company has a CMS (Content Management System) and has visibility over the chat feature inside the appoints.cz which aligns with the GDPR.

#### **4. Ordering and concluding the Partner Service Agreement**

- 4.1. The End Customer may order the Partner Service via the Application or the Portal. The Order includes the selection of a date. The End Customer submits the Order via the "Book Now" button.
- 4.2. The prices of the Partner Services are quoted in Czech crowns **or Euros**. The prices of the Partner Services are final, i.e. including all other taxes and fees. No delivery costs or deposits or similar payments will be charged to the End Customer. The End Customer shall pay the price in the manner set out in paragraph 2.2(d).
- 4.3. After the End Customer has placed an order, the Company will send the End Customer a confirmation of receipt of the order on behalf of the Partner, thereby concluding the Partner Service Agreement between the End Customer and the Partner. The Company is not a party to the contractual relationship between the End Customer and the Partner. **The Company shall not be responsible for the performance of the obligations under the Partner Service Agreement nor shall the Company be liable for any damages incurred by the End Customer under or in connection with the Partner Service Agreement.**
- 4.4. The End Customer shall be entitled to cancel an order without giving any reason until the Partner has confirmed acceptance of the order. The Customer may cancel an order by notifying the End Customer at the email address [info@appoints.cz] or in the Application. Cancellation of an Order after the conclusion of the Partner's Service Agreement, is only possible under the terms and conditions set by the relevant Partner or as mutually agreed between the Partner and the End Customer.
- 4.5. The End Customer who is a consumer shall have the right to cancel the Contract within the statutory period as defined in Article 6 of these Terms and Conditions. After the expiry of the statutory period, the End Customer may only withdraw (cancel) from the Contract if the Partner allows such withdrawal (cancellation), which shall be notified to the End Customer for the specific Partner's Service on the Portal or in the Application.
- 4.6. The End Customer acknowledges that the visual information for the Partner's Services offered may be for illustrative purposes only.

#### **5. Provision of Partner's Service**

- 5.1. The Partner's Service will be provided to the End Customer at the time of the booking or, if applicable, at another time as agreed between the End Customer and the Partner.
- 5.2. A change of the date of provision of the Partner Service after the Partner Service Agreement has been concluded is possible if the Partner allows such a change and the End Customer makes the change of date in accordance with the information on the possibility of changing the date set by the Partner for a particular Partner Service published on the Portal or in the Application.

#### **6. End Customer – consumer right of withdrawal and rights of defective performance**

- 6.1. If the Partner's Service Agreement is concluded by means of distance communication, the End Customer, if a consumer, has the right to withdraw from the concluded Agreement within 14 days without giving any reason. **The End Customer acknowledges that, pursuant to Section 1837(j) of the Civil Code, it cannot withdraw from a contract for accommodation, transport or leisure services if the entrepreneur provides these services within the specified period.**

- 6.2. A Customer who is a consumer may withdraw from the Partner's Service Agreement by notifying the Partner through the Company using the withdrawal form available here, by contacting customer support at [info@appoints.cz] or on the Application. When withdrawing, the End Customer is required to provide the order number and date.
- 6.3. The Partner is obliged to refund the End Customer, who is a consumer, the End Price paid, not later than 14 days from the date of being informed of the End Customer's decision to withdraw from the Partner's Service Agreement. The End Price will be refunded to the End Customer in the same manner in which the End Price was paid (i.e., in the case of payment by card, by refund to the same card, and in the case of payment in cash, by cash).
- 6.4. The End Customer hereby, in accordance with the provisions of Section 1837(a) of the Civil Code, expressly consents to Partner's performance of the subject matter of the Partner Service Agreement prior to the expiration of the withdrawal period. In the event that the subject matter of the Partner Service Agreement is fulfilled by the Partner prior to the expiration of the withdrawal period, the End Customer shall not have the right to withdraw from the Agreement in such a case.
- 6.5. In the case of an End Customer who is not a consumer, the withdrawal from the Agreement shall be governed by the provisions of Sections 2001 et seq. of the Civil Code.
- 6.6. The End Customer acknowledges that the right of defective performance (claim) in connection with the Partner's Service must be exercised directly with the Partner (generally at the address of the Partner's business premises, where the exercise of the right of defective performance is possible with regard to the range of the Partner's Services offered, possibly also at the Partner's registered office or place of business and/or through the contact details provided by the Partner on its profile on the Portal and the Application), and not with the Company.
- 6.7. The Partner shall be liable for the fact that the Partner's Service is free from defects and that it is provided in accordance with the Agreement for the provision of the Partner's Service, i.e., it corresponds to the description given by the Partner on the Portal or in the Application, it is provided within the agreed time and lasts for the stated period, it is provided with due skill and care and complies with the legal requirements. The End Customer is obliged to notify the Partner of the defect without undue delay after its discovery.
- 6.8. The rights and obligations between the End Customer and the Partner regarding the rights from defective performance are governed by the terms and conditions of the Partner, who is obliged to make the End Customer familiar with them, as well as the applicable generally binding legal regulations.

## **7. Copyright arrangements**

- 7.1. The Company shall remain the sole and exclusive owner of all rights in the Appoints Service and its components. End Customer shall not copy, modify, create derivative works of, reverse engineer or compile or attempt to discover any source code by any other means, sell, assign, sublicense or otherwise transfer any rights in any software. The Company does not grant any licences or grant any rights to use the Company's trademarks.
- 7.2. To protect the interests of Partners and the Company, any automated collection of data and information from the Application and the Portal; copying and storing of information, data and images for purposes other than the use of the Appoints Service is prohibited.

## **8. Personal data**

- 8.1. When processing personal data, the Company acts in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "GDPR") and national legislation governing the processing of personal data, in particular Act No. 110/2009 Coll., on the processing of personal data.

- 8.2. All information on the principles and procedures for processing personal data is provided in the Company's Privacy Policy, which is published on [appoints.cz].

## **9. Final provisions**

- 9.1. The Appoints Service may only be used by persons over the age of 16.
- 9.2. The executed Agreement and the provision of the Partner Service will be archived by the Company but will not be available to End Customers for technical reasons.
- 9.3. In case that any provision of these Terms is invalid or unenforceable, this will not affect the validity of the remaining provisions. They shall remain valid and enforceable in accordance with their terms.
- 9.4. The Company reserves the right to revise or modify these Terms at any time at its sole discretion.
- 9.5. The Company and End Customers expressly agree that the general courts of the Czech Republic shall have subject matter and local jurisdiction to resolve any disputes between them. Legal relations not expressly governed by these Terms shall be governed by the laws in force in the Czech Republic. Divergent written agreements between the End Customer and the Company shall prevail over the provisions of these Conditions.
- 9.6. The Company shall handle complaints of End Customers via the email address [info@appoints.cz].
- 9.7. Trade control shall be carried out by the relevant trade authority within its jurisdiction. Supervision over the area of personal data protection is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended and in force, within a defined scope.
- 9.8. The Company is not bound by any codes of conduct in relation to the End Customer within the meaning of Section 1826(1)(e) of the Civil Code.
- 9.9. The End Customer who is a consumer shall have the right to an out-of-court settlement of a consumer dispute. The subject of the out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority with its registered office at Štěpánská 567/15, 120 00 Prague 2.