

# General terms and conditions of Gaze Brothers s.r.o. for Partners

## 1. Introductory provisions and definitions

1.1. These General Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**") govern the rights and obligations of Partners 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 Partners and are not intended for End Customers.

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

"**Administration**" means the mobile or web application designed for Partners to upload and administer the Partner Services offered to End Customers through the Appoint Service and to manage the Partner Account.

"**Price List**" means the price list containing the Provider's current product offerings available on the Website or, where applicable, in the Administration.

"**Marketplace**" means the service that enables the Partner to offer and book or order the Partner's Service to End Customers in the Customer Application or Website environment. Provider means the Company.

"**Partner Care Department**" means the department of the Provider that handles Partner requests. The Partner Care Department is available to Partners at the e-mail address info@appoints.cz.

"**Partner**" means a natural person or legal entity that uses the Provider's Services for the purposes of its business.

"**Provider**" means Gaze Brothers s.r.o., company registration number: 175 21 513, with registered office at Novovysočanská 2509/3b, Libeň, 190 00 Prague 9.

"**Appoints Booking System**" means a service in the form of a tool for creating and hosting a reservation system, the provider of which is the Company.

"**Provider's Services**" means collectively the Appoint Booking System and the Marketplace service, the detailed description and versions of which are set out on the Website.

"**Website**" means the website available at appoints.cz.

"**Partner Services Agreement**" means the agreement between the Provider and the Partner for the provision of the Marketplace service and the Appoint Booking System, where the process for entering into the Partner Services Agreement is further specified in these Terms.

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

"**End Customer**" means the person ordering or booking the Partner's Services through the Marketplace. In view of the applicable legislation, a distinction is made between an End Customer who is a consumer, i.e., who is not acting in the course of his/her trade or business when entering into and performing a contract, and an End Customer who orders the Partner's service for the purpose of his/her business.

"**Partner Content**" means the content that the Partner uploads to the Customer Application and the Website via the Administration relating to the Partner Service. Partner Content generally includes pricing, a description of the Partner Service and photographs. Partner acknowledges that Provider only provides Partner with space on the Website and Customer Application through which Partner may offer Partner Services to End Customers, and Provider assumes no responsibility for Partner Content. The rules for uploading Partner Content are set out in Article 9, paragraph 9.1 of these Terms.

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

**"Customer Application"** means the mobile application Marketplace through which End Customers can order or book the Partner Service.

## **2. Payment terms for the Provider's Services**

- 2.1. The prices for the Provider's Services are set out in the Price List. Prices may be subject to adjustment to reflect changes in the market or may be temporarily replaced by special/event prices.
- 2.2. The price quoted for a particular Provider Service at the time of ordering is binding on the Partner. A change in the price of the Provider Services shall not affect those Provider Services already ordered by the Partner for the duration of the validity of the Provider Service in question. If the Partner has enabled automatic renewal of the Service pursuant to Article 2.7, upon delivery of the new price list to the Partner via e-mail, the Provider is entitled to charge the prices according to the new price list for the next period.
- 2.3. The Provider's Services can be paid by credit card or bank transfer.
- 2.4. In the case of the bank transfer payment method, all necessary information will be provided to the Partner after the order confirmation. The costs and fees for bank transfer shall be borne by the Partner.
- 2.5. The Partner shall be responsible for the correct completion of the complete payment information (in particular the variable symbol), and the Provider shall not be liable for orders that are not fulfilled due to incorrect or insufficient information completed by the Partner.
- 2.6. If the Partner has ordered Services and made their purchase by credit card, the purchased Service may be automatically renewed if the Partner has selected such option as part of the order. The renewal frequency may be monthly or annually, depending on the period selected by the Partner. For annual renewals, the amount will be charged 30 days prior to the expiration of the current period. Automatic renewal can be cancelled at any time in the Administration.
- 2.7. The payment date is determined based on the confirmation of successful receipt of the amount by the payment method provider (i.e., whoever technically handles the payment, e.g., a bank). If the payment is by credit card, the amount is immediately deducted from the Partner's account. The date of payment and the date of activation are identical, except in cases where the Provider has to process the order manually for technical reasons, for example. In the case of manual processing, the activation may be delayed by several days.
- 2.8. **Cancellation of order, request for refund**
  - a) All Provider Services may be cancelled and a refund requested within 15 days of the date of activation.

In the case that the Partner decides to cancel the order, the Partner shall send this information by email to the Partner Care Department. No justification is required to cancel an order within the 15-day period.
  - b) In the case of a request to cancel Provider Services, unless it is a case under a) above, Partner must state the reason for cancellation. Reasons that may result in a refund are:
    - (i.) Full termination of all Provider Services (including any free services);
    - (ii.) Repeated demonstrable technical problems with Provider's Services that interfere with the standard provision of Partner's Services;
    - (iii.) Failure to provide Provider Services that have been paid for in full (with proof of payment).

- 2.9. The Provider reserves the right to review the reason for cancellation given by the Partner and decide whether to accept or reject the Partner's request. The Provider shall be entitled to reject the Partner's request without giving any reason.
- 2.10. Refunds shall be made within 50 days from the date of receipt of the request by the Provider. The money will be refunded via bank transfer or the same payment method that was used for the payment. Deactivation of the Provider's Services shall be made at the same time as the refund.

### **3. Conclusion of the Provider Services Agreement**

- 3.1. The prerequisite for concluding the Agreement is the registration of the Partner in the Administration. When registering, the Partner is obliged to enter a valid e-mail address, password and other required data. The Partner is obliged to provide true and complete data required for registration. In the event of false and/or incomplete data, the Partner shall bear all liability for any damage caused thereby.
- 3.2. In case the Partner is interested in using the Provider's Services (i.e., Appoint Booking System and Marketplace service), the Partner shall send an order for the provision of the Provider's Services via the Website. The contract between the Provider and the Partner is concluded by successful completion of payment. Successful completion of payment is deemed to be payment in full by the Partner by one of the agreed payment methods. The invoice will be available to the Partner in the Administration.
- 3.3. Within the first 15 days after the conclusion of the Agreement, the Partner may request cancellation of the Agreement and refund of the funds paid. This process is subject to the specific rules and criteria set out in clause 2.6.
- 3.4. The Partner may request the Provider to cancel all or some of the services provided at any time and the Provider shall cancel such provision. However, if this is not a situation described in clause 2.6, the Partner shall not be entitled to a refund of the funds paid.
- 3.5. A request for cancellation of the Agreement must be sent to the Partner Care Department, to email [info@appoints.cz](mailto:info@appoints.cz), from the e-mail address provided when ordering the Provider's Services.

### **4. Marketplace**

- 4.1. The use of the Marketplace is as follows:
  - a) Partner offers the Partner Services to End Customers on the Marketplace after uploading the Partner Content in the Administration;
  - b) The End Customer selects the Partner whose service offered on the Marketplace he intends to use on the Website or in the Customer Application within the Marketplace Service;
  - c) After selecting a specific Partner Service and term, the End Customer clicks on the "Book Now" box;
  - d) Upon confirmation by the Partner, the Provider will send the End Customer a confirmation of acceptance of the order for the Partner Service on behalf of the Partner, at which point the Agreement between the End Customer and the Partner for the provision of the Partner Service will be concluded;
  - e) Subsequently, if the Partner requires payment for the Partner Service in advance, the End Customer will be redirected to the Partner's payment gateway to pay the End Customer's price for the Partner Service. By paying the End Price, in this case Partner will also send a tax receipt to the End Customer via the Administration;
  - f) The Partner Service will be provided to the End Customer on the basis of a booking number.

## **5. Rights and Obligations of the Parties when using the Marketplace**

- 5.1. The Provider, as a supplier of the Partner, undertakes by entering into the Partner Services Agreement to provide the Partner with space on the Website and the Customer Application through which the Partner can offer the Partner Services to End Customers.
- 5.2. The Partner is obliged to provide the Provider with true and complete information required upon registration. In the event of providing false and/or incomplete data, the Partner shall bear all liability for any damage caused thereby.
- 5.3. For the avoidance of doubt, the Parties agree that the Provider shall not act as a payment intermediary between the Partner and the End Customer and in the event that the Partner requires or allows payment in advance when providing the Partner Services, the payment gateway shall be operated by the operator chosen by the Partner and the Provider shall not be liable for any related complications.

## **6. Duration of the Partner Services Agreement**

- 6.1. The Partner Services Agreement is concluded for an indefinite period of time.
- 6.2. Both the Provider and the Partner are entitled to terminate the Partner Services Agreement by giving one month's written notice, which shall commence on the first day of the month following the month in which the notice is delivered to the other party. The notice of termination must be sent by the Provider to the Partner's contact email address provided when registering for the Marketplace service and by the Partner to the following e-mail address: info@appoints.cz
- 6.3. The Provider may terminate the Partner Services Agreement by written notice (i) with five (5) days' notice in the event that the Partner breaches any provision of the Partner Services Agreement or the Terms OR in the event that at least three (3) complaints are received from End Customers, or (ii) with immediate effect, if the Partner suspends or ceases its business activities, if the Partner is finally adjudged bankrupt by a court of competent jurisdiction, the Partner enters into liquidation, whether by order of a court of competent jurisdiction or the Partner's authorities, or is otherwise unable to continue to perform its obligations or liabilities to End Customers or Provider.

## **7. Partner Service pricing provisions**

- 7.1. The Partner is responsible for the currency of the End Prices. The End Prices shall not be higher than the prices at which the Partner provides the Partner Services at its point of sale, place of business or other place of business.
- 7.2. Updates to the End Prices shall be made by the Partner itself in the Administration, and such updates shall be effective immediately or shall be made with technical assistance from the Provider within three (3) Business Days of the request for such assistance.

## **8. Compensation to the End Customer**

- 8.1. The Partner shall be solely responsible to the End Customer for ensuring that the quality of its Services complies with all applicable Laws and the usual standard in its business area. Partner shall independently resolve any claims or assertions of rights arising from defective performance of its services.
- 8.2. The Partner shall be solely and fully responsible for any damages, claims and complaints from End Customers relating to the Partner's Services. The Provider shall not be liable for the relationship between the Partner and the End Customer in connection with the provision of the Marketplace.

## **9. Use of Partner Services**

- 9.1. Partner Content
  - a) The Provider, by allowing the Partner to store the Partner's Content on the Website and in the Customer Application, provides the Partner with information society intermediary

services within the meaning of Section 5 of Act No. 480/2004 Coll., on Certain Information Society Services, as amended (hereinafter referred to as "**ISS**"). The Provider is not responsible for the Partner's activities within the scope of the aforementioned provisions of this Act.

- b) It is forbidden to upload Partner Content that promotes racial, national, religious or other intolerance or discrimination. It is also prohibited to threaten violence or to insult other individuals or groups in any way. Partners are required to post Partner Content without any profanity, while maintaining the highest degree of decorum. Partner Content must not contain viruses or any elements that could compromise the Website or the Customer Application. It is prohibited to post or distribute material through the Provider Services that is defamatory, threatening, obscene, and harmful to health, pornographic or otherwise unlawful in nature. You are also absolutely prohibited from posting materials that in any way infringe or violate, in any way, the rights of the Provider or the rights of others (including, but not limited to, intellectual property rights, rights of confidentiality, and rights of privacy), as well as engaging in activities that may cause fear or inconvenience to the Provider or any third party.
  - c) Partners shall not infringe the copyrights of third parties in Partner Content or otherwise violate applicable law.
  - d) The Provider shall not be liable for the infringement of any rights, in particular personality and copyright rights, trademark rights, data protection rights, trade secrets or any confidential information, by placing Partner Content on the Website and in the Customer Application.
  - e) The Provider shall not be liable for the Partner Content within the meaning of the ISS, except where the Provider could have known that the Partner Content or the Partner's actions are unlawful in light of the subject matter of its business and the circumstances and nature of the case, or where it has become aware of the unlawful nature of the Partner Content or the unlawful actions of the Partner and has not promptly taken all steps that may be required of it to remove or make unavailable such information. The Partner Content does not represent the opinion of the Provider. The Provider reserves the right not to add any Partner Content, to delete any Partner Content already added without written notice if the Provider believes that the posting of such Partner Content is, in the Provider's opinion, in violation of law. The Provider is further entitled to withdraw with immediate effect from the contract with the Partner in the event that the Partner engages in unacceptable conduct, which assessment is subject to the Provider's sole discretion and may be made without giving any reason.
  - f) The Partner grants the Provider an exclusive license, not limited in time or territory, to use the Partner Content in an unlimited number of ways known to the Provider, including the right to use the Partner Content in the provision of services under these Terms. The license is granted as gratuitous, without any claim to financial remuneration. The Provider reserves the right to use the Partner's trade name for reference purposes in marketing.
- 9.2. The Partner is obliged to inform the Provider of any change in his/her personal data. The Provider is entitled to contact the Partner in order to verify the actuality or correctness of the provided data and to request additional information. In the event that the Provider suspects misuse of the Partner's data, the Provider shall have the right, at its discretion, to refuse the request to make a change.
- 9.3. The Partner is obliged to protect their access passwords. In the event of loss or misuse, they shall immediately inform the Provider so that they can take appropriate action. However, the Provider shall not be liable for damages resulting from the loss or misuse of the Partner's access data.
- 9.4. The Partner agrees that the data provided by him/her during registration will be automatically published in the Partner catalogue on the Website and in the Customer Application.

- 9.5. The Partner agrees to place the Provider's sticker and promotional display in all its points of sale in such a way that they are visible to its customers.
- 9.6. The Partner shall be solely responsible for the payment of all taxes and for the payment of fees and other costs associated with the Partner Services, including the payment of VAT, which shall form part of the End Price.
- 9.7. The Partner agrees not to promote Partner's Services by sending SPAM (i.e. e-mail sent to recipients without prior consent).

## **10. Breach of Terms and Conditions**

- 10.1. Violation of the provisions of these Terms and Conditions, in particular violation of the rules regarding the Partner Content set out in Article 10 of these Terms and Conditions, may lead to termination of the contractual relationship between the Provider and the Partner. The decision to sanction (including, but not limited to, suspension of access to all Provider Services) is entirely at the Provider's discretion and may be made without giving any reason.

## **11. Copyright arrangements**

- 11.1. The Provider remains the sole and exclusive owner of all rights to the Provider Services and its components. Partner shall not copy, modify, create derivative works, 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 that is part of Provider's Services. Provider does not grant any licenses or grant any rights to use Provider's trademarks.
- 11.2. To protect the interests of the Partners and the Provider, any automated collection of data and information; copying and storing information, data and images for purposes other than the use of the Provider's Services is specifically prohibited as an unauthorised use of the Customer Application and the Website.

## **12. Personal data**

- 12.1. When processing personal data, the Provider complies 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 the "**GDPR**") and national legislation governing the processing of personal data. Information on the principles and procedures for processing personal data is provided on the website [appoints.cz](http://appoints.cz).
- 12.2. In view of the fact that the Provider provides the Partner with data space for the purpose of storing data through the Customer Application and the Website, the Partner acknowledges that in relation to the personal data it stores in the Customer Application and the Website, it acts as a data controller and the Provider as a data processor. The Partner is obliged to handle the personal data described in the previous sentence of this paragraph in accordance with the legal regulations governing the protection of personal data, in particular the GDPR.
- 12.3. **Personal Data Processing Agreement:**

By entering into the Contract or the Partner Services Agreement, this Personal Data Processing Agreement pursuant to Article 28 of the GDPR with the following content is also concluded:

**Subject of processing:** personal data that will be stored via the Customer Application and the Website on the Provider's servers.

**Duration of processing:** the Provider processes personal data for the duration of the contractual relationship with the Partner. Thereafter, all stored data of the Partner is deleted.

**Nature and purpose of processing:** the purpose of the processing is the performance of obligations under the Contract or the Partner Services Agreement, in particular the provision of data space for the purpose of storing Partner data via the Customer Application and the Website.

**Type of personal data processed:** Name, surname, phone number, e-mail etc. the Provider does not process personal data relating to criminal convictions and criminal offences or special categories of personal data pursuant to Article 9 of the GDPR.

**Categories of data subjects whose personal data are processed:** partners, partners' employees, end customers.

**Obligations of the Provider as processors of personal data:**

The Provider undertakes to:

- a) Process personal data only on the basis of documented instructions from the Partner;
- b) Ensure that the Provider's authorised personnel who come into contact with personal data are bound by an obligation of confidentiality;
- c) Implement appropriate technical and organisational safeguards to ensure a level of security appropriate to the risk. In assessing the appropriate level of security, the Provider shall take into account in particular the risks posed by the processing, in particular accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or unauthorised access to, the personal data transmitted, stored or otherwise processed. Technical data security is described in the Privacy Policy;
- d) Take into account the nature of the processing and assist the Partner through appropriate technical and organisational measures in fulfilling the Partner's obligation to respond to requests to exercise the rights of data subjects set out in Chapter III of the GDPR (Data Subject Rights);
- e) Assist the Partner in complying with the obligations under Articles 32 to 36 of the GDPR (Security of Personal Data), taking into account the nature of the processing of information held by the Provider;
- f) Report to the Partner without undue delay any personal data breaches;
- g) Provide the Partner with all information necessary to demonstrate that the above obligations have been met and to enable the Partner to check compliance with those obligations. All information on the processing of personal data by the Provider is set out in the Privacy Policy.

**Other Processors.** Partner consents to Provider engaging other processors to process Personal Data. Provider agrees to notify Partner of any intended changes regarding the engagement of additional processors or their replacement, and to provide Partner with an opportunity to object to such changes. A list of processors is set out in the Privacy Policy.

**13. Quality of service**

- 13.1. The Provider reserves the right to change or remove any part of the content of the Customer Application and the Website at any time without prior notice, or to interrupt the operation of the Customer Application and the Website for an indefinite period of time, in particular due to scheduled maintenance or unscheduled emergency maintenance performed by the Provider or a third party.
- 13.2. The Provider's services are provided on a "best effort" and "as is" basis. The Provider does not warrant that the Provider Services will be uninterrupted, timely, secure, error-free or virus-free, nor does the Provider warrant the results that may be achieved from the use of the Provider Services. Partner acknowledges and agrees that Provider is entitled to develop the Provider Services and that the Provider Services may be enhanced with new features and that existing features may be further developed during the term of the Partner Services Agreement.

- 13.3. The Provider reserves the right to immediately terminate or indefinitely suspend the provision of Provider Services to Partners who have breached (or whom the Provider reasonably suspects have breached) these Terms. The Provider shall also terminate the provision of the Services if it becomes aware that the Partner is engaging in unacceptable conduct, which assessment shall be at the sole discretion of the Provider and may be made without giving any reason.

#### **14. Limitation of liability**

- 14.1. The Provider shall not be liable to the Partner for (a) any indirect damages, including lost profits, lost sales or business, loss of data or business interruption, or (b) any direct damages in excess of the amounts of payments for the Provider's Services received by the Provider from the Partner during the three months prior to the event giving rise to such claim. Unless such agreed limitation is permitted by law, the Provider's liability shall be limited to the maximum extent permitted by law.
- 14.2. The limitation under the preceding paragraph shall not apply if the damage was caused by the Provider intentionally or as a result of gross negligence.

#### **15. Final provisions**

- 15.1. The quality of the Provider's Services is the highest priority for the Provider, and therefore the Provider is constantly improving the Provider's Services (Continuous Improvement Process), both in terms of technical and user aspects.
- 15.2. As part of the Provider's commitment to Continuous Improvement of the Provider Services, the Provider welcomes any comments and suggestions. It will appreciate it from Partners if they contribute their comments and contact the Partner Care Department.
- 15.3. The Provider and the Partners expressly agree on the subject matter and local jurisdiction of the general court in the Czech Republic for the resolution of mutual disputes.
- 15.4. The Provider is entitled to assign the Partner Services Agreement to a third party without the consent of the Partner. The Partner is entitled to assign the Partner Services Agreement only with the prior written consent of the Provider.
- 15.5. Legal relations not expressly regulated by these Terms and Conditions shall be governed by the laws and regulations in force in the Czech Republic. Divergent written agreements between the Partner and the Providers shall prevail over the provisions of these Terms and Conditions.