

AGREEMENT FOR THE USE OF THE TERMINO PORTAL

concluded on the day, month and year set forth below and in accordance with the provisions of Sections 1746 (2) and 1751 of Act 89/2012 Coll., the Civil Code, as amended:

Slevomat.cz, s.r.o., Company ID 24698059, Tax ID CZ24698059, with its registered office at Prague 8 - Karlín, Pernerova 691/42, postal code 186 00, Czech Republic, entered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 166961, account number 243719167/0300 with Československá obchodní banka, a.s. Email: jana.rakova@slevomat.cz, phone number 777 588 528, represented by Jana Raková, acting under a Power of Attorney,

Slevomat.cz, s.r.o. does business in the territory of Slovakia through its organisational unit:

Slevomat.cz, s.r.o. – organizačná zložka Slovensko, Company ID: 460 31 103, Tax ID: 4020309887, VAT ID: SK4020309887, with its registered office at Mýtna 48, 811 07 Bratislava, Slovak Republic, entered in the Commercial Register maintained by the City Court Bratislava III, section Po, File No. 1938/B

and

the **Supplier** listed in the profile Termino – company information – Billing Information

(Slevomat.cz and the Supplier hereinafter jointly referred to as the “Parties”)
enter into this

AGREEMENT FOR THE USE OF THE TERMINO PORTAL

PREAMBLE

- (A) Slevomat.cz is the operator of the Termino Portal.
- (B) The Supplier is a commercial entity – natural or legal person providing to its customers products or services that, given their nature, can be booked by customers.
- (C) Slevomat.cz intends to make the Termino Portal including all its functionalities available to the Supplier under the terms and conditions set out in this Agreement.
- (D) The Supplier intends to use the functionalities of the Termino Portal for the purpose of managing bookings of products and services offered by the Supplier to its customers.

1. SUBJECT-MATTER OF THE AGREEMENT

- 1.1 The subject of the Agreement is to make the functionalities of the Termino Portal available and to define the Parties’ mutual relations related thereto.
- 1.2 Slevomat.cz undertakes to make the Termino Portal functionalities available to the Supplier under the terms and conditions set out in this Agreement and the Supplier undertakes to pay Slevomat.cz for making the Termino Portal functionalities available a monthly fee in accordance with Section 3.1 of this Agreement.

2. TERMS OF USE OF THE TERMINO PORTAL

- 2.1 The General Business Terms and Conditions attached as Annex hereto constitute an integral part of this Agreement. The General Business Terms and Conditions further contain arrangements of the Parties not specified herein and define the rights and obligations of the Parties beyond the wording of this Agreement. Unless otherwise stated herein, the terms used in this Agreement and not defined herein shall have the same meaning as in the General Business Terms and Conditions.

3. FEE

- 3.1 The Supplier is obliged to pay Slevomat.cz a fee for making available the “*Termino on the Supplier’s website*” functionality and its use. The Parties have agreed that the fee for access to and use of the functionality is set at CZK 499 per month (VAT included). Further terms for payment of the fee are set out in the General Business Terms and Conditions (the General Business Terms and Conditions also state under which conditions this service is free of charge).
- 3.2 If the Supplier also arranges with Slevomat.cz the use of the “SMS Service” service, the Supplier undertakes to pay the SMS Remuneration in the amount of the price of the “SMS Service” package, which he chooses through the Termino Portal or its functionalities.

4. MISCELLANEOUS

- 4.1 The Agreement also includes arrangements on the processing of personal data, through which Slevomat.cz fulfils its statutory obligations imposed by 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 (General Data Protection Regulation).

5. FINAL PROVISIONS

- 5.1 This Agreement comes into force and effect upon the date of signature by both Parties.
- 5.2 The Parties agree that this Agreement and the rights and obligations arising therefrom (including the rights and obligations arising from any past or potential future breach hereof) shall be governed by the laws of the Czech Republic, in particular the Civil Code.
- 5.3 All disputes arising from and in connection with this Agreement, if they are not resolved amicably, shall be finally resolved by the Arbitration Court attached to the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic by three arbitrators according to its Rules.
- 5.4 If any of the provisions of this Agreement is found to be invalid or unenforceable, such invalidity or unenforceability shall not render the Agreement invalid or unenforceable in its entirety, and in such case the entire Agreement shall be construed as if not containing the invalid or unenforceable provision(s), and the rights and obligations of the respective Party arising from the Agreement shall be interpreted and enforced accordingly. The Parties also undertake to cooperate in order to replace such invalid or unenforceable provision with a valid and enforceable provision with the same economic effect (to the maximum extent possible under the law) as intended with the original provision that was found to be invalid or unenforceable.
- 5.5 The Parties provide that, beyond the express provisions of this Agreement, no rights or obligations may be inferred from any current or future practice established between the Parties or from the generally accepted and/or industry practice relevant to the subject matter of this Agreement, unless expressly agreed otherwise herein. In addition to the above, the Parties confirm that they are not aware of any business practices so far established between them.
- 5.6 The Parties assume the risk of a change of circumstances pursuant to Section 1765 of the Civil Code.
- 5.7 For the avoidance of doubt, the Parties expressly confirm that they are business entities and conclude this Agreement in connection with their commercial activities so that this Agreement is not caught by Sections 1793 (undue lack of performance) and 1796 (usury) of the Civil Code.
- 5.8 This Agreement is concluded electronically via the Termino Portal and is subsequently available for download through the same, including the General Business Terms and Conditions.
- 5.9 The Supplier declares that it is fully aware of the wording of the General Business Terms and Conditions, accepts them in their entirety and expressly accepts their provisions in accordance with Section 1753 of the Civil Code.
- 5.10 This Agreement replaces any previous, oral, written or implied arrangements of the Parties with the same or similar subject matter. For the avoidance of doubt, the Parties agree that this provision is without prejudice to the continuation of any separate arrangements between the Parties different from the subject matter of this Agreement.

Slevomat.cz, s.r.o.
Jana Raková

