

Happenee General Terms and Conditions

These terms govern the rules for the use of the Happenee platform operated by the company Simply Events s.r.o. CRN: 042 16 202, VAT ID: CZ042 16 202 with its registered office at Baštyřská 142, Hostavice, 198 00 Prague 9 (hereinafter referred to as "Operator" or "Provider"). We are VAT payers.

1. Definition of basic terms

1.1. The terms used in these terms of use will have the following meanings:

"**Application**" means software called Happenee, Decathlon CZ, SRV18, as a virtual space that allows you to create events, manage them, and management of data or data obtained through the Application and their mutual sharing. Under the terms of his Tariff the User can invite other participant's to individual events, regardless of whether they are a User or not.

"**Copyright Act**" means the Act No. 121/2000 Coll., The Copyright Act, as amended later regulations.

"**Client**" means a user who uses charged functions under conditions of his Tariff.

'**Regulation**' means Regulation (EU) 2016/679 of the European Parliament and of the Council 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)

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

"**Organizer**" means the User who created and manages the Event.

"**Partner**" means a User who, together with the Organizer, participates in the creation and management of the Event and who is identified as a Partner in the Invitation to the Event.

"Provider" means Simply Events s.r.o., CRN: 042 16 202, registered office at Baštýřská 142, Hostavice, 198 00 Prague 9, company registered in the Business Register kept at the Municipal Court in Prague, Section C, File 244261, Internet site: www.happenee.com, contact email: info@happenee.com.

"Invitation" means an offer to participate in an Event that is sent through the Application by the Organizer to the User or to another person not yet a User.

"Contract" means a contract concluded between the User and the Provider for usage of the Application in accordance with the terms and conditions below.

"Tariff" means the method and terms of use of the Application. Provider offers Tariffs charges. Specifics of all Tariffs are available in the pricelist on request from the Provider.

"Subscriber" means a User or other person that another User sends an invitation through the Application to an Event and, in the case of non-Users, a link to a web portal through which one can log in and use the Application, and also a link to the free download of the Application.

"Event" means a social or other happening that is through the Application created by the Organizer administered by the Organizer and through which it is between users share their data.

"Conclusion of a Contract" means the moment when the User enters into a Contract in accordance with Article 3 of these General Terms and Conditions, at the latest when the User first signs in to the Application. The conclusion of a contract with the Client may be subject to the payment of a fee to the Provider.

"User" means a person who uses the Application.

"User Profile" or **"User Account"** means the User's account, through which the User uses the Application and which contains the data filled in and/or modified by the User and further shared under the terms and conditions of use of the Application.

"GTC" means the following General Terms and Conditions of the Provider, which are an integral part of the contract or other contractual arrangement under which the Provider grants the User the right to use the Application. GTC are available on the Provider's website.

"**Personal Data Protection Act**" means the Act No. 101/2000 Coll., On Protection of personal data, as amended.

2. Application Usage

- 2.1. The user obtains permission to use the Application through his/her User account. The user is authorized to use remote access through the web portal of the Provider or the software (application) installed on the device of the user.
- 2.2. User through user account inserts and manages his/her own personal data, data about Events organized by him/her, he/she invites Participants (Users or other persons) to these Events, via their email address, and then adds and manages additional data related to his/her activities on Events and the current features of the Application. The User shares his data with other Users.
- 2.3. The user is entitled to invite a person who is not yet a User, i.e. does not have a User account. If a person who is not a User is invited to the Event via the Application, he/she will receive in addition a link to create a User account and download the Application together with an invitation to participate at the organized event.
- 2.4. When registering within the Application, a user may fill in some additional details about his/her person, which has not been filled in by the User, or change the information entered by the User.
- 2.5. Each User has his/her own individual access to the Application via his/her User Account. The user is entitled to add to his/her Events or other data registered through the Application his/her own content.
- 2.6. The application also enables data collection and information about events organized by the User, including data and information about Participants that the Participants provide voluntarily to the User. The collected data and information is only allowed to be used by the User who created the event or another User under the terms of these GTC and the terms of each Tariff. Within Tariffs charges, the Client is entitled to display, view, export, back up, and use the available analytical and statistical features of the Application repeatedly, under the terms of the Tariff. The Provider is entitled to use this data and information only as anonymized data for statistical and analytical purposes only.

3. Object of the contract

- 3.1. By the Contract, the Provider grants the User the right to use the Application and its functions, and the extent of the Authorization to use the Application features and the Provider's remuneration depends on the terms of the Tariff.
- 3.2. The user expresses unconditional consent to the terms of the Contract on the basis of explicit consent by the creation of the User Account, but at the latest, expresses his/her consent by first sign in to the Application, which is also the latest closing date of the Contract. The user is not entitled to use the Application without a Contract.
- 3.3. The user agrees to use the Application in accordance with these GTC and binding legal regulations. The user is forbidden to use the Application and its functions in a gross and apparent conflict with good morals, threaten public order, use it in a manner that is liable to cause property or non-monetary damage to the Provider or third parties, including the commission of criminal offenses, their preparation or organization. In the event of breach of these obligations, the Provider is entitled to withdraw from the Contract at any time and prohibit the User from using the Application. If the Provider learns about entering data that violates generally binding legal regulations, they are in gross and apparent contradiction with good morals, threaten public order, are liable to cause property or non-monetary damage to the Provider or third parties, the Provider reserves the right to not publish the information to such extent or to delete it without further notice.
- 3.4. The User, after logging into the Application for the first time, gains access to his/her User Profile and Application Features according to the terms of the selected Tariff.
- 3.5. The Provider is not responsible for the content of the information that the User enters when using the Application. The Provider is not responsible for any violations of the rights of third parties (especially personal and copyright rights) that have been perpetrated by the User in connection with entering the data when using the Application and sharing it. Should the Provider incur any damage or costs in connection with the User's input, the User is obliged to fully repay the damages to the Provider and take all measures to remedy such situation without delay, in particular he/she is obliged to change and or delete the entered data.
- 3.6. If the User does not sign in to the Application for more than one year, the Provider is entitled to deactivate the User's profile. The Client profile cannot be deactivated in this manner.

4. Provider remuneration

4.1. Provision of services of The application is charged according to the terms of each Tariff.

4.2. Provision of services of The application may be subject to the payment of a fee to the Provider under the terms of the Tariff charges. In case of failure to pay the Provider's remuneration according to the conditions of the selected Tariff and according to these GTC, the Provider is entitled to cancel the Client's Account or the Client's Permission under the Tariff.

4.3. Remuneration determined in accordance with Article 4.1. of these GTC may be covered by the methods listed below:

4.3.1. **Through a credit card.** In order to use this option, the Client enters into the Provider's system, to which he/she will be redirected after completing and sending the order to the Provider, the payment card information and the Provider will withdraw the required amount from the Client's bank account according to the selected Tariff for a set period. If the payment is done properly, the Provider will send valid and activated access details to the Application to the Client at the email address that he/she has provided, within 3 working days of the payment being credited to his/her bank account. At the same time, the client will be able to choose to automatically extend the duration of the Contract after the subscription period ends and to withdraw the required amount from the Client's bank account for subscription renewal. The Client has the possibility to cancel the automatic renewal service at any time, but no later than 5 days before the end of the subscription period. In the event that the Auto renewal function is not activated, the Client will be notified 20 days prior to the end of the Subscription Period that his user authorization for the Application ends, provided that in order for the Contract to be renewed under the same or higher conditions, the Client shall be obliged to pay the required amount latest at end of subscription of the prepaid period Page 5 of 9 for the next period. In the event of non-payment of the Provider's remuneration for the next period, the Provider is entitled to cancel the Client's authorization according to the Tariff charged.

4.3.2. **Bank transfer** via Client's internet banking and immediate transfer of money to the Provider's account. The payment details will be communicated to the Client upon completion and sending of the order to the Provider or through an invoice - a tax document. If the payment is done properly, the Provider will send valid and activated access details to the Application to the Client at the email address that he/she has provided, within 3 working days of the payment being credited to his/her bank account. 20 days prior to the end of the subscription period, the Client will receive an email address provided with new information to pay the Provider's remuneration

for the new period in question. In the event of non-payment of the Provider's remuneration for the next period, the Provider is entitled to cancel the Client's authorization according to the Tariff charged.

5. Copyright

- 5.1. The application is an author's work within the meaning of the Copyright Act. All Rights to the Application are authorized to be performed exclusively by the Provider.
- 5.2. The user is authorized to use the application in accordance with the relevant provisions of the Copyright Act, in accordance with the contract concluded between users and providers, according to these GTC, which are part of such Contract, and subject to the conditions of the selected tariff.
- 5.3. The user is not entitled, in particular, without the prior express consent of the Provider:
 - 5.3.1. assign the rights to the Application, or make the Application available in a manner other than that resulting from the agreed use of the Application;
 - 5.3.2. make any changes, decompile, modify, process, translate or otherwise change the software. individual computer programs or databases included or used within the Application, even for the purpose of removing program errors (Any errors are to be reported by the User through the Application Features directly to the Provider);
 - 5.3.3. use the Application to develop derivative programs, applications, or works for use or distribution to any third party, in whole or in part, as separate products or components.

6. Liability and warranty

- 6.1. Right of Use The application is provided with respect to current developments and commonly available technical and business standards applied in software development. The Provider is authorized, but not obliged, to continuously update and distribute the Application with new features and features.
- 6.2. The User acknowledges that the subject of the Contract is only his authorization to use Applications in the range according to the Tariff selected at such a technical development stage, in which the Application is located at the date of the Contract, including all of Application deficiencies. The User also acknowledges that the Application is not tailored to

the User and the Provider does not guarantee the availability and functionality of the Application in its entirety on all User's devices. The User further acknowledges that the Application is continually developing, as with any software used on more than one type of device and by different users, the Application or its functionality may become restricted to some Users or some devices during and after the development period. However, the Provider is interested in running the Application and voluntarily continuously improves the functionality of the Application and its properties and also works to eliminate any deficiencies. The user is not entitled to request after the Provider any compensation for monetary or non-monetary damage (including loss of profits) incurred to the User in particular due to the impaired accessibility of the Application, dysfunction Application, cancellation Application, application errors Application, loss of stored data and information or other situations related to the use of the Application.

- 6.3. The Provider reserves the right to temporarily restrict the availability of the Application, in particular due to a pre-scheduled shutdown, maintenance, or due to technical changes to the Application. The Provider will inform the User in good time of planned limitations on the availability of the User.
- 6.4. Except as provided in these GTC, the Application is provided for use without any other warranties.

7. Protection of personal data

- 7.1. By signing a contract with the Provider, the User explicitly agrees to process the data that he/she provides, publishes or further shares with the other User, and also agrees that its Application activity may be monitored, all for the provision of services when using the Application and its functions , ensuring the functioning of the Application and the statistical and analytical purposes of the Provider, for the time necessary for processing within the meaning of the relevant provisions of the Personal Data Protection Act and the Regulation. The user further notes that the data that will be published on his/her profile as public will be used to send invitations to organized events, to send business messages, and to display ads.
- 7.2. For the purposes of running the Application, the Provider processes the following categories of user's personal information: addressing and identification data, descriptive details, and other personal data of the User, in particular about his/her activity within the Application, which he/she will manage or otherwise disclose or provide under his/her User account. For statistical and analytical purposes, the Provider uses only anonymized data.

- 7.3. Personal data are processed by the Provider in particular in connection with the Application usage contract enclosed with the User, that is to say, the Contract within the meaning of Article 3 of these GTC for the duration of the Contract.
- 7.4. In the case of the provision of personal data by the User for the purpose of using the Application for the provision of personal data other than in connection with the performance of the Contract, the User gives the express consent to the processing, including their provision for the purpose of using the Application, its functions, the User Account data related to Event Participation and the information provided. For a person below the age of 16, the consent is required to be expressed by the person who exercises parental responsibility or is obliged to approve this consent.
- 7.5. If any User provided in the context of his or her User Data, Event Data, or other Application features decides on submitting personal data that indicate racial or ethnic origin, political opinions, religion or philosophical beliefs or trade union membership, genetic data processing, biometric data, health status, sexual life, or sexual orientation, he/she grants explicit consent to their processing for the purpose of using the Application and its functions.
- 7.6. The User has the rights guaranteed in Article 12 et seq. Regulation and binding legal regulations if he is unable to secure these rights himself through his or her approach to an Application or User Account. In particular, the user has the right:
- 7.6.1. withdraw consent to the processing of personal data if consent was given granted,
 - 7.6.2. receive a confirmation of whether or not the personal data concerning him/her are processed,
 - 7.6.3. request the Provider to rectify provided personal data that has been previously provided to the Provider, if they are inaccurate,
 - 7.6.4. to ask the Provider to erase one's own personal data with the subject where the reason for processing, including the prior withdrawal of consent, and the absence of any other legal reason for processing, if the personal data were unlawfully processed,
 - 7.6.5. ask the administrator to restrict the processing under the conditions and for the reasons given in Article 18 of the Regulation.
- 7.7. All User Data is automatically transferred to the Provider's archive disks after 12 months of entering the User's data into the Application. The user is authorized to continue working

with the data in the same way under the terms of these terms and conditions. The User acknowledges and agrees that when the data is transferred to the Provider's archive disks, the response rate may be reduced when working with the archived data.

- 7.8. The Provider does not guarantee and does is not responsible for the processing of data provided by Users among themselves.
- 7.9. Provider is a personal data controller within the meaning of the Personal Data Protection Act. Provider is duly registered with the Office for Personal Data Protection - Registration No. 00062087.
- 7.10. All rights and obligations regarding the provision of personal data to the User, contained in these GTC, Regulations and the Personal Data Protection Act, shall be enforced with the Provider's personal data manager via the contact email address info@happenee.com or in writing to the address of the Provider's home: Baštýřská 142, Hostavice, 198 00 Praha 9.

8. Withdrawal from the contract by the consumer

- 8.1. In accordance with the provisions of § 1829 of the Civil Code, the User-consumer (but not the User-entrepreneur) is entitled to withdraw from the contract with the Provider within 14 days from the date of conclusion of the Contract
- 8.2. Withdrawal from the Contract must be sent to the Provider within the time limit specified in Article 8.1. of these GTC. Withdrawal from the Contract must be made in writing and sent to the Provider's address: Baštýřská 142, Hostavice, 198 00 Praha 9, or by sending it to info@happenee.com. Withdrawal is effective at the moment of proven delivery to the Provider. The Service Provider shall immediately inform the User about the delivery of the written withdrawal.
- 8.3. According to § 1832 of the Civil Code, the Provider shall reimburse the Client to the remuneration he/she has been paid in accordance with the Contract with the Client, these GTC and under the terms of chosen Tariff, without undue delay, no later than 14 days from the date of delivery of the withdrawal pursuant to Article 8.2. of these GTC. Remuneration under this Article will be refunded by wire transfer to the bank account from which the Provider's remuneration has been paid or, to another account in writing notified by the Client together with the withdrawal from the Contract.

9. Final agreements

- 9.1. The provisions of these GTC may be unilaterally changed from time to time in order to improve the quality of the services, especially in connection with the development and expansion of the Application functions, by the Provider. Any such changes will never be of a fundamental nature and the User will always be informed of them in advance with the possibility of terminating the contract in the event of disagreement with such a change in GTC. Any changes made in this manner will never be of a fundamental nature and the User will always be informed of them in advance with the possibility of terminating the contract in the event of disagreement with such a change in the GTC.
- 9.2. The User agrees to any change in the Provider's person. In cases of change the Provider's person, the User will always be notified of this fact.
- 9.3. The conditions negotiated directly in the Contract between the User and the Provider have precedence over these GTC. These GTC become binding for the contracting parties. These GTCs are attached to the Provider's contractual documents and are published in full at: <https://www.happenee.com/VOP.pdf>.
- 9.4. In these documents, unmodified rights and obligations are governed by particularly relevant provisions of the Civil Code and the Copyright Act.
- 9.5. Disputes between the Provider and the Client that arise in connection with the performance of the Contract for the use of the Application and in connection with its use shall be finally decided by the Arbitration Court at the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its Rules and Rules by one arbitrator appointed by the President of the Arbitration Court.
- 9.6. The Client is obliged to immediately inform the Provider of all circumstances that could have a negative impact on the fulfillment of his/her obligations under the Contract between the Client and the Provider, in particular on his/her entry into insolvency proceedings.
- 9.7. Out-of-court complaint-handling of Users-consumers is provided by the Provider via email info@happenee.com. Information on the settlement of the User's complaint will be sent by the Provider to the User's electronic address.
- 9.8. The Provider is not bound by any codes of conduct in relation to the User in the sense the provisions of Section 1826 (1) e) of the Civil Code.

9.9. The Provider is authorized to provide services under the Contract on the basis of a trade license. The trade license is carried out within the scope of its competence by the relevant Trade Licensing Office. Supervision of the area of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection exercises to a limited extent, inter alia, the supervision of compliance with Act No. 634/1992 Coll., On Consumer Protection, as amended

If any of the provisions of these GTC, Contracts or other contractual arrangements becomes invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of other provisions of these GTC, the Contract or any part of it unless it results directly from the content of the agreement that such agreement or part thereof cannot be separated from further content. The Contracting Parties in this case agree to cooperate with each other for the purpose of changing or replacing an invalid or unenforceable arrangement with new agreements or parts which are as close as possible to their previous purpose and economic significance to the Contract.

9.10. These GBCs become effective on 1.1.2016. Consent to the wording of these GTC Users grants with his/her first sign in to the Application at the latest.

9.11. The latest update of these GTC was made on September 24, 2018.