General Terms and Conditions

Happenee platform

1. SCOPE

1.1. The company Happenee s.r.o., Company Identification Number: 042 16 202, with its registered office at Baštýřská 142, Hostavice, 198 00 Prague 9, registered in the Commercial Register kept by the Municipal Court in Prague under file no. No. C 212597 (hereinafter also referred to as the "**Operator**") as part of its business operates a platform called Happenee, which is used to organize social, sporting, cultural, or other events.

1.2. The Customer, as the event organizer, is interested in using the Happenee platform described above, which is why he or she has agreed with the Operator to conclude a contract for the provision of the service - the Happenee platform (hereinafter also referred to as the "**Contract**"). The Contract is concluded at the moment of approval of the price offer submitted to the Customer by the Operator. The price offer becomes an integral part of the concluded Contract.

1.3. These General Terms and Conditions (hereinafter also referred to as "**GTC**" or "**General Terms and Conditions**") are an integral part of the concluded Contract and will always apply unless the Contract itself provides otherwise. By accepting the price offer and concluding the Contract, the Customer confirms that he has read these General Terms and Conditions and that he agrees with their content and will abide by it.

2. OBJECT OF THE CONTRACT

2.1. The Operator under the contract shall allow the Customer access to the Happenee platform and further use of its functions, i.e. primarily organizing events for third parties, for the duration of the Contract, to the extent specified in the Contract and these General Terms and Conditions.

2.2. The Customer agrees to pay the Operator a fee in the amount specified in the price offer, which forms an integral part of the Contract, for access to the Happenee platform and other related services.

2.3. The Customer acknowledges that, unless otherwise agreed with respect to certain features of the Happenee Platform, the subject of the Contract is not the development of the Happenee Platform tailored to the Customer. The Happenee Platform is provided to the Customer at such a technical development stage as it is on the Service Commencement Date, as defined below, but always at least in functionality according to the Contract.

3. THE DURATION OF THE CONTRACT

3.1. The Operator shall make the Happenee platform available to the Customer to the agreed extent in accordance with the Contract and these General Terms and Conditions from the date specified in the price offer (hereinafter also referred to as the "**Commencement day**").

3.2. The duration of the Contract is also set for a definite period until the day specified in the price offer

4. USE OF THE PLATFORM

4.1. Starting on the Commencement Day, the Customer has the right to use the Happenee platform to the agreed extent, through its user account intended for access and use of the Happenee platform, which the Customer created when using the Happenee platform for the first time or created by the Operator before the first login. After logging in to his user account for the first time, the customer gains access to his user profile and to the functions of the Happenee platform to the agreed extent.

4.2. The Customer may use the Happenee platform remotely through the Operator's website (www.happenee.com) or through software (applications) designed for mobile devices developed for this purpose by the Operator.

4.3. The right to use the Happenee platform to the extent specified in the Contract always belongs exclusively to the Customer, not to other third parties. The Customer is entitled to leave the use of the Happenee platform to the extent of the Contract, in whole or in part, to a third party only if he has informed the Operator of this intention in advance and if the Operator has agreed to use the Happenee platform by a third party. The third party in question does not become a party to the Contract instead of the Customer and the Customer is responsible for all actions of the third party in question when using the Happenee platform.

4.4. Through the user account, the customer enters and manages data about himself, events organized by him, invites third parties to these events by address via their email address or by unaddressed invitation, and further enters and manages other data related to their activity at events.

4.5. The Customer undertakes to use the Happenee Platform in accordance with the Contract, these General Terms, and Conditions and the Terms of Use of the Happenee Platform, the Operator's instructions and recommendations for the use of the Happenee Platform, and binding legal regulations. The Customer is prohibited from using the Happenee platform and its functions in gross and obvious violation of good morals, thereby endangering public order, using it in a manner that is capable of causing property or non-property damage to the Operator or third parties, including criminal offenses, their preparation or organization. In the event of a breach of these obligations, the Operator is entitled to withdraw from the Contract at any time and prohibit the Customer from using the Happenee platform.

4.6. The Customer agrees to use the Happenee Platform in accordance with the Contract, these General Terms and Conditions and the Terms of Use of the Happenee Platform, the Operator's instructions and recommendations for the use of the Happenee Platform, and binding legal regulations. The Customer is prohibited from using the Happenee platform and its functions in gross and obvious violation of good morals, thereby endangering public order, using it in a manner that is capable of causing property or non-property damage to the Operator or third parties, including criminal offenses, their preparation or organization. In the event of a breach of these obligations, the Operator is entitled to withdraw from the Contract at any time and prohibit the Customer from using the Happenee platform.

4.7. The Operator is not responsible for the content of the data entered by the Customer when using the Happenee platform. The Operator is not responsible for any violations of the rights of third parties (especially personal and copyright rights), which the Customer committed in connection with entering data while using the Happenee platform and sharing them. In the event that the Operator incurs any damage or costs in connection with the Customer's entry of data, the Customer is obliged to compensate the Operator in full and take all measures to remedy such a situation without delay, in

particular, he is obliged to change/delete the entered data.

4.8. If (among other things within the so-called test) the Customer was allowed to use the Happenee platform even before the conclusion of the Contract, the rights and obligations related to such use related to this Contract shall apply.

4.9. The rules of conduct of participants and organizers when using the platform are also regulated by the conditions of use of the Happenee platform. The terms of use of the Happenee platform will always be available on the Operator's website. In the event of a conflict between the Contract and the terms of use of the Happenee platform, the Contract always prevails.

5. SOFTWARE (APPLICATION) HAPPENEE

5.1. The Customer acknowledges that the Operator provides the Customer only with the service specified here. This service (Happenee platform with a certain functionality) is not developed to the customer's level unless otherwise stipulated regarding some of its partial aspects.

5.2. The Customer acknowledges that if the Contract or these General Terms and Conditions refer to software (application) called Happenee or software (application) dedicated to access to the Happenee platform, it is an application developed by the Operator **only to access the provided service, i.e. for access to the Happenee platform.** This application is not tailored for the Customer with the exception below (Article 5.4 et seq. Of these GTC).

5.3. The above-mentioned application, called Happenee, is available for download through Google Play provided by Google LLC in the version for Android devices,

and through the App Store provided by Apple Inc. in the version for iOS devices.

5.4. The customer has the option of ordering an (optional) service consisting of personalizing the software (application) according to the above paragraph. The **Customer acknowledges that the service consists only in personalizing the user interface (design) of the Happenee application according to the Customer's wishes and in making this personalized version of the application available for download to third parties, not in developing the entire software (application) tailored to the Customer.**

5.5. The personalized software (applications) will be available for download in a similar way to the standard Happenee application, i.e. via Google Play provided by Google LLC in the version for Android devices and via the App Store in the version for iOS devices.

5.6. The Operator undertakes to make the software (application) available for download through the above-mentioned services within the agreed period and undertakes to maintain the possibility of downloading it through these services for the entire remaining duration of the Contract.

5.7. The right to use and any right to further dispose of standard or personalized software (application) called Happenee within the meaning of Article 5 of the GTC, which is available for download via Google Play or the App Store, are governed by separate license terms, the modification of which is not subject to the Contract.

6. ORGANIZING EVENTS

6.1. Through the Happenee platform, the customer is entitled to organize events by creating an event within the platform,

filling in the necessary data about this event and the required information about the participants, and then inviting third parties to this event (hereinafter also referred to as " participants ") regardless of whether these persons themselves are or are not users of the platform with an established user account or not (the Customer also organizes the event as an" organizer "). The Customer is also entitled to use other associated services within the platform if this was agreed in the Contract.

6.2. Within the basic functionality of the platform, for which the Customer pays the agreed fixed remuneration according to Article 8 of these General Terms and Conditions, the Customer may, for individual established events, inter alia:

   6.2.1. create a description of the event, including the date, venue, program of the event, etc .;

   6.2.2. send an invitation to the event to specific persons or generate a link for your own use, by means of which unidentified third parties can also invite to the event;

   6.2.3. specify the data that the participant must fill in when registering for the event (including optional data);

   6.2.4. allow registered participants to vote in individual events (e.g. to insert surveys regarding program preferences);

   6.2.5. get feedback from individual participants after the event;

   6.2.6. allow participants to ask questions to the organizers or speakers (e.g. in the case of conferences);

   6.2.7. to allow participants to have a mutual overview of other participants on the event and to be able to interact with them.

6.3. In addition to the basic functionality, the customer can also use other optional services (personalization of the application for access to the platform, ticket sales, etc.), the use of which is governed by the price offer. Therefore, these optional services are not included in the basic remuneration. The order of these services takes place either automatically within the user interface of the platform (e.g. request for ticket sales) or on the basis of individual negotiations with the Operator (personalization of the access application) at the conclusion of the Contract or during its further duration. In case of doubt, it is considered that the service is not included in the basic functionality of the platform.

6.4. The customer acknowledges that the confirmation of participation in the event by the participant is not conditioned by the establishment of a participant's user account. In such a case (registration for the event without creating a user account), however, the participant cannot subsequently change the application, nor change his decision on participation or non-participation in the event. Through the user account, the participant can then view their events and use the associated functionalities (voting, contacting other participants, if allowed, etc.).

6.5. Within the consent pursuant to Article 4.3 of these General Terms and Conditions, the Operator shall inform the Customer whether within the Happenee platform a person who is entitled (partially or completely) to use the Happenee platform according to the Contract or the Customer himself will be designated as an event organizer. The organizer of the event is the person responsible for the course of the event in relation to its participants.

7. TICKET SALE

7.1. The customer can sell tickets to participants through the platform in order to enter a specific event.

7.2. In such a case, the Operator procures the sale of tickets for the Customer on the basis of an ordering relationship in the sense of the provisions of § 2430 et seq. of the Civil Code. The Customer expressly agrees that the Operator acts on the basis of the above-established relationship on behalf of the Customer and on behalf of the Customer to the extent necessary to ensure the sale and possible distribution of tickets, i.e. to establish a contractual relationship between the Customer and the participant.

7.3. For the avoidance of doubt, the sale of tickets establishes a contractual relationship only between the Customer and the participants. The customer is solely responsible for fulfilling its obligations under the contract, i.e., inter alia, for the proper implementation of the event, the quality of the event, etc. The operator **is not** responsible for the non-realization of events, changes in the date, place or program of the event, nor for any damage incurred by the participants or the Customer in connection with the event.

7.4. The Operator is bound by the Customer's instructions regarding the sale and distribution of tickets received through the Happenee platform, i.e. especially regarding the number of tickets, ticket prices, ticket form, etc. Unless otherwise specified within the Happenee platform, the Customer always has a choice of variants of the instructions that are available within the platform. The Operator has the right to refuse other instructions of the Customer. In such a case, the Customer may request the Operator to terminate the sale of tickets. This does not affect the Operator's right to remuneration for tickets already sold.

7.5. The Operator informs the Customer about the number of tickets sold via the Happenee platform.

7.6. Remuneration for the realized procurement of sale and possibly also the distribution of tickets belongs to the Operator according to the price offer, which is part of the Contract, for each realized sale, regardless of whether the participant actually participated in the event or later the Customer allowed the participant to withdraw the paid ticket price.

7.7. The selected funds shall be paid by the Operator to the Customer no later than thirty (30) days from the date of the event or later according to an express written contract unless the ticket cost was not refunded in accordance with Article 7.8. *et seq* hereof. Within thirty (30) calendar days from the date of the event or from the date when the event was to take place, although it was eventually canceled or postponed, the remuneration of the Operator as the ordering party for arranging the sale of tickets is also payable.

7.8. If the Operator is given an instruction to refund the ticket cost to any participant (e.g. if the event was cancelled), the Operator shall refund the ticket cost to the participant no later than thirty (30) days from the date when the instruction was given. The ticket cost refund does **not** in any way prejudice the right to the remuneration pursuant to the Article 7.6. hereof. Furthermore, in the event of the refund the Customer shall pay to the Operator an administrative fee of 2 % of the refunded ticket cost.

7.9. If the Customer provides within the Happenee platform for any event or for all events rules for ticket refunds, such rules are considered as an instruction of the Customer to refund the ticket cost to any participant in accordance therewith.

7.10. The Operator is obliged to adhere to the Articles 7.8. and 7.9. hereof **only** if (i) the amount of collected funds that are yet to be paid to the Customer is at least as high as the sum of ticket cost refund, the related administrative fees and the remuneration payable to the Operator by the Customer, or (ii) the Customer provides to the Operator sufficient funds to make the refund and to cover the fees and Operator´s remuneration.

7.11. The Operator is entitled to unilaterally set off its receivable for the payment of a fee and/or the administrative charges against the relevant part of the Customer's receivable for the issuance of funds from the sale of tickets.

8. OPERATOR 'S REMUNERATION

8.1. For the provision of basic agreed services, i.e., inter alia, for the operation and access to the Happenee platform, the Operator is entitled to the agreed remuneration in the amount specified in the price offer, which is part of the Contract. This remuneration is payable on the basis of an issued invoice in accordance with Article 8.4 of this GTC, but no later than on the day preceding the Commencement Date. Unless expressly stated otherwise in a specific case, this remuneration is always without VAT. (hereinafter also referred to as "**fixed remuneration**")

8.2. If the Customer has the right to draw other (optional) services not included in the fixed remuneration, he has the right to provide them by the Operator only when he fully pays the relevant remuneration for these (optional) services, unless otherwise specified in a specific case. The reward of known optional services (eg ticket sales) is set out in the price offer. Unless expressly stated otherwise in a specific case, this remuneration is always without VAT. (all this also referred to as "**variable remuneration**" or "**remuneration for optional services**").

8.3. If the Customer is in arrears with the payment of the price for the provision of any service, the Operator is not obliged to provide the relevant service and is entitled to suspend the provision of the relevant service until the price for it is paid.

8.4. The Customer pays fixed and variable remuneration on the basis of an issued invoice with a maturity of fourteen (14) days unless otherwise stated in the case of specific optional services. The issued invoices will have all the requisites of a tax document stipulated by legal regulations.

8.5. All payments are made to the bank accounts listed on the issued invoices - tax documents, or in favor of bank accounts otherwise demonstrably communicated by the Operator.

9. LIABILITY AND WARRANTIES

9.1. The Customer acknowledges that the subject of the Contract is only his right to use the Happenee platform to the agreed extent at such a technical development stage as the platform is on the date of conclusion of the Contract, including all possible deficiencies.

9.2. The Customer also acknowledges that the platform is not tailor-made for the Customer and the Operator does not

guarantee the availability and functionality of the platform in its entirety on all of the Customer's devices. The customer further acknowledges that the platform is constantly evolving, and as with any similar product used on a large number of different types of devices and different users remotely via electronic networks, the Happenee platform may have limited functionality or availability of features for some users or on some devices. However, the operator is interested in the operation of the platform and voluntarily continuously improves its functionality and features and works to eliminate any deficiencies.

9.3. The operator reserves the right to temporarily limit the availability of the platform, mainly due to pre-planned shutdown, maintenance, or due to technical changes to the platform. The Operator will inform the Customer in advance about the planned restrictions on availability.

9.4. In the event of defective performance, the Customer has the right to ensure redress or a reasonable discount on the Operator's remuneration under this Contract. For the purposes of exercising the rights arising from defective performance, the services within the meaning of Article 8.1 and individual (optional) services within the meaning of Article 8.2 of this Contract shall be considered as separate performances.

9.5. The Operator shall be liable to the Customer in full for non-property and property damage (including lost profit) caused to the Customer by breach of the Operator's obligations under this Contract or by law intentionally or through gross negligence.

9.6. The Operator is liable to the Customer for non-pecuniary and property damage

(including lost profits) caused to the Customer by breach of the Operator's obligations under this Contract or under the law other than intentionally or through gross negligence only up to the amount corresponding to the sum of the monetary performance actually provided by the Customer for the duration of this Contract or for the period from the date of its last extension to the date of its termination in the event that the Contract has been extended in accordance with Article 11.3 of this Contract.

9.7. Except as provided in the Contract and these General Terms and Conditions, the platform is provided for use without any additional guarantees.

10. SECRECY

10.1. Both the Operator and the Customer agree to maintain the confidentiality of all confidential information of the other party, of which they become aware in connection with the Contract, for their duration, but no longer than twelve (12) months from the date of termination of the Contract.

10.2. Confidential information means any information provided on facts of a commercial, production, economic, legal, or technical nature related to the business of the other Party, which are not publicly available if the other Party has designated it as confidential when provided (hereinafter also referred to as "**Confidential information**").

10.3. Both the Operator and the Customer undertake to keep the Confidential Information secret; not to disseminate, make available or disclose to third parties without prior consent other than in the manner provided for in the Contract and these General Terms and Conditions; use reasonable means of protection against

their possible acquisition by third parties; use them to perform the agreed activity, ie to operate and use the Happenee platform.

10.4. The obligation to maintain confidentiality under the Contract and these General Terms and Conditions do not apply to Confidential Information, which has been expressly exempted in writing from this restriction; are publicly available or have been published otherwise than in breach of an obligation under the Contract; the Contracting Party knew them before they were communicated to it by the other Contracting Party.

10.5. Furthermore, the obligation to maintain confidentiality does not apply to the extent that the disclosure of Confidential Information will be ordered by a state authority or a court decision in accordance with the law. The contracting party is obliged to inform the other contracting party in writing without delay.

10.6. Should a Contracting Party violate the prohibition of confidentiality, it shall grant the other Contracting Party a benefit or transfer to it, with its prior consent, the rights which it has thus acquired. This Contract does not affect the obligation to pay damages.

11. PROCESSING OF PERSONAL DATA
DEFINITIONS

11.1. An integral part of the concluded Contract is also the processing contract concluded between the Operator as the Processor and the Customer as to the Administrator of personal data of participants pursuant to § 1746 paragraph 2 of Act No. 89/2012 Coll., The Civil Code, as amended and pursuant to Article 28 of the Regulation (EU) 2016/679 of the European Parliament

and of the Council of 27 April 2016, General Regulation on the protection of personal data (hereinafter also referred to as the "**Regulation**")

11.2. When providing services under the Contract, the personal data listed below in this Article 10 of the GTC are processed. For this reason, the Administrator, in accordance with Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and Act No. 101/2000, Coll., The Processor to process personal data of data subjects on its behalf in connection with the provision of Services.

11.3. Personal data means any information about an identified or identifiable natural person, such as name, date of birth, birth number, identity card or similar document number, telephone number, identification number, location data, network data, address, photograph, or one or more special elements of the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person (hereinafter also referred to as "**Personal Data**").

11.4. Processing means any operation or set of operations with Personal Data or sets of Personal Data, such as collecting, recording, arranging, structuring, storing, adapting or modifying, retrieving, viewing, using, transmitting, disseminating or otherwise making available, sorting or combining, restriction, deletion or destruction.

11.5. The Data Subject means a natural person (including self-employed persons) to whom the Personal Data relates and whose Personal Data will be processed

by the Processor on the basis of the Contract (hereinafter also referred to as the "**Data Subject**").

11.6. The Administrator declares that prior to concluding the Contract he has read the technical and organizational measures that the Processor has introduced or will implement in order to ensure compliance of the processing of Personal Data with the Regulation and ensure sufficient protection of the data subjects' rights, and considers the provided guarantees sufficient.

PROCESSING CONTRACT

11.7. With regard to the provisions of Articles 11.1 to 11.6 of this GTC, the subject of the Contract is also the regulation of mutual rights and obligations of the contracting parties in processing Personal Data within the services provided to the Administrator (Customer) by the Processor (Operator) within the Happenee platform. The Contracting Parties further agree that the Contract shall also apply to future contractual relations between the Administrator and the Processor, based on the Contract of the Contracting Parties. In this case, the Administrator undertakes to always submit a notification to the Processor in accordance with Article 11.13 of these General Terms and Conditions.

11.8. The Processor shall process for the Administrator the Personal Data of Data Subjects in accordance with the Regulation and other generally binding legal regulations and to the extent and under the conditions stipulated by the Contract in accordance with the Administrator's instructions; and ensure adequate protection of Personal Data.

11.9. The Administrator is always responsible for compliance with all obligations relating to the protection of Personal Data arising from the Regulation and other generally binding legal regulations. The Processor is only responsible for fulfilling the obligations agreed in the Contract, or obligations arising directly for processors from the Regulation or other generally binding legal regulations.

11.10. The price for the processing of Personal Data directly related to the provision of the Services is included in the price of the services provided by the Processor to the Administrator within the Happenee platform.

SCOPE OF PROCESSING

11.11. The Customer agrees that the Contract applies to the processing of Personal Data obtained by the Processor from the Administrator and also to Personal Data obtained by the Processor directly from the Data Subjects for the Administrator in connection with the performance of services within the Happenee platform.

11.12. As part of the services provided to the Administrator by the Processor on the basis of the Contract, the following applies regarding the scope of processing of Personal Data:

11.12.1. Personal data is processed for the purpose of organizing work and social events and recording the attendance of individuals, securing and sending messages and notifications through appropriate functionalities and for the purpose of storing and managing user profiles and their individualized comments.

11.12.2. Based on the Contract for the Administrator, the Processor is obliged to process the following categories (types) of

Personal Data:

- name surname,
- telecommunication data (eg phone, e-mail), identification data (date birth, IČO),
- job,
- details of the employer,
- information on participation in events,
- custom personified notes of each user,
- data required by the administrator always for a specific event, which he organizes.

11.12.3. Based on this Contract, the Processor is obliged to process Personal Data for the Administrator on the following categories (types) of Data Subjects:
- employees (incl. temporary and other workers)
- former employees
- Business partners of the Administrator and their employees
- participants in events organized by the Administrator
- persons whom the Administrator has invited or intends to invite to the event

11.12.4. The Processor will start processing Personal Data on the day of concluding this Contract.

11.12.5. The processor will process Personal Data automatically, via the Happenee software and application and its functionalities.

11.12.6. The processing of personal data will be performed for the duration of this Contract.

11.13. Within the framework of future contractual relations between the Administrator and the Processor, the Administrator is obliged to notify the Processor of the following information no later than the required date of commencement of processing of Personal Data under these future contractual relations, for each such future contractual relationship between the Administrator and the Processor The Contract applies in accordance with Article 11.7 of these GTC. If the Administrator does not make a notification regarding the scope of processing, Article 11.12 of these General Terms and Conditions shall apply mutatis mutandis. The notification shall contain at least the following:
- determination of the contractual relationship to which the notification relates,
- the nature and purpose of the processing of Personal Data,
- categories of Personal Data processed,
- category of Data Subjects,
- the moment of commencement of the processing of Personal Data,
- the method of processing Personal Data, and
- processing time of individual Personal Data.

11.14. In the event that the Contracting Parties enter into another contract on the basis of which the Processor will provide the Administrator with services of the same or different nature than specified in Article 11.7 of this GTC, the Administrator is obliged to deliver the Notice pursuant to Article 11.13. of this GTC for each such Contractual Relationship independently, unless the Operator and the Customer agree

otherwise.

RIGHTS AND OBLIGATIONS OF THE PROCESSOR

11.15. The Processor is not entitled to determine the purposes or means of processing Personal Data.

11.16. The Processor is obliged to process Personal Data only on the basis of this Contract, in accordance with the Regulation and generally binding legal regulations and further according to the instructions of the Administrator pursuant to Article 11 of these GTC.

11.17. The Processor is obliged to provide the Administrator with co-operation to fulfill its obligations under the Regulation and to respond to requests for the exercise of the rights of Data Subjects set out in Chapter III. Regulation (eg at the request of Data Subjects for information on Personal Data and measures taken to protect them, requests for correction or deletion of data, issuance of a copy of Personal Data). In the case of manifestly unfounded or disproportionate requests, especially those that are repeated, the Processor is entitled to demand payment of remuneration from the Administrator according to the agreement of the contracting parties or in the event that no agreement is reached in the amount of CZK 800 for each started hour of work with the processing of an unreasonable or disproportionate request.

11.18. In the event that the Processor finds that the Personal Data processed by him is not complete, true, or current he or she shall notify the Administrator of this fact, who is obliged to take appropriate measures to correct or update this personal data.

11.19. The Processor is obliged to provide the Administrator with all information necessary to prove that the obligations of the Processor arising from the Contract have been fulfilled and shall enable it to check the fulfillment of these obligations, including through a third party designated by the Administrator.

11.20. The Processor undertakes to provide the Administrator with the cooperation necessary for the fulfillment of the obligations set by the Personal Data Controller pursuant to the Regulation, administrative bodies, as well as other cooperation necessary in connection with supervisory and control activities of administrative bodies.

11.21. The processor is obliged to immediately inform the Administrator of any investigation, measure or inspection of the supervisory body, in particular the Office for Personal Data Protection.

RIGHTS AND OBLIGATIONS OF THE ADMINISTRATOR

11.22. The Administrator will transmit Personal Data to the Processor in accordance with the principle of accuracy pursuant to Article 5, paragraph 1, letter d) Regulation as data updated, complete and true.

11.23. In justified cases, the Administrator is entitled to request from the Processor proof of fulfillment of its obligations under this Agreement, through a written request delivered to the responsible person Processors according to Article 12 of these GTC. The processor is obliged to comply with this request without delay, depending on the scope of the request, but no later than within ten (10) working days.

11.24. The Administrator is entitled, after prior agreement with the Processor, to perform an audit or other control of the fulfillment of obligations pursuant to this Article 11 of the GTC at the Processor.

Unless the parties agree otherwise, the audit may be carried out only on normal working days, ie Monday to Friday, and normal working hours, ie 8 am to 5 pm, the time between the receipt of the audit request and the start of the audit must be at least ten (10) days. The Administrator shall obtain a written output of the audit and pass it on to the Processor.

11.25. In the event that the cooperation provided by the Processor to the Administrator on the basis of Article 11.23. and / or 11.24. of these GTC exceeds 1 hour and / or 3 hours per calendar month in individual cases, the Administrator undertakes to pay the Processor a fee according to the agreement of the Contracting Parties or in the event that no agreement is reached in the amount of CZK 800 for each additional started hour. provided co-operation as well as all purposefully incurred costs incurred by the Processor in this connection. This does not apply if these costs are part of the remuneration for the provision of services under the Contract.

11.26. In the event that the Administrator finds that the Personal Data processed by the Processor are not complete, true or current, he is obliged to update this data or ask the Processor to update or supplement the Personal Data.

11.27. The Administrator undertakes to notify the Processor sufficiently in advance of all risks associated with the processing of Personal Data under this Agreement, including any intention of the Administrator to transfer personal data to third countries (outside the EU), processing of special categories of personal data, violation of processing principles under Art. 5 Regulation and / or information of the Data Subject

PROCESSOR'S GUARANTEES ON TECHNICAL AND ORGANIZATIONAL SECURITY FOR THE PROTECTION OF PERSONAL DATA

11.28. The Processor is obliged to ensure the protection of Personal Data and to take such measures to prevent unauthorized or accidental access to Personal Data by persons who are not authorized to acquaint themselves with them or in any way to handle them, to change, destroy or lose them, unauthorized transmissions, their other unauthorized processing, as well as their other misuse. Data security measures need to be taken to ensure a level of protection commensurate with the risks to the confidentiality, integrity, availability and resilience of the systems. Furthermore, the current state of technology, implementation costs, nature, scope and purposes of processing Personal Data must be taken into account, as well as the probability of occurrence of the risk and its seriousness of the rights and freedoms of natural persons within the meaning of the Regulation.

11.29. The processor regularly monitors internal processes and technological parameters to ensure that the processing of Personal Data within the scope of its responsibility is in accordance with the requirements of the Regulation.

11.30. The processor is obliged to at least generally process and document the technical and organizational measures adopted and implemented to ensure the protection of Personal Data in accordance with the Regulation and other generally binding legal regulations. At the written request of the Administrator, the Processor is obliged to immediately, depending on the scope of the required information, but no later than within ten (10) working days, to

submit current at least general documentation of technical and organizational measures to

11.31. Evidence of organizational and technical arrangements may be provided, for example, in the form of an approved code of conduct, certification under an approved certification process, valid auditor's certificate, audit report or excerpt from audit reports provided by independent Data Subjects (eg auditor, Data Protection Officer, Department of for IT security, Personal Data Protection Auditor, Quality Auditor, etc.), appropriate IT security certification or data protection and Personal Data Audit.

11.32. Unless otherwise stipulated in the Contract, the Processor may not correct, delete or restrict the processing of Personal Data of the Administrator by its own decision - it may do so only on the basis of a written instruction from the Administrator, without undue delay. If the Data Subject addresses a request for correction, deletion or restriction of the processing of Personal Data directly to the Processor, the Processor shall immediately forward this request to the Administrator.

11.33. In the event that the Processor discovers a breach of security of Personal Data, it shall report it to the Administrator without undue delay and provide him with co-operation to fulfill the obligation to report the breach to the Supervisory Authority.

11.34. The Processor will not, without the knowledge of the Administrator, make copies or duplicates of the Personal Data, except for backup copies necessary to ensure their proper processing.

11.35. Upon termination of the Agreement, including the part of the Agreement that

regulates rights and obligations under this Article 11 of the GTC (processing contract) or limiting the scope of processed Personal Data, the Processor is obliged to delete or return all Personal Data and delete existing copies without delay. The Administrator is obliged to take over the Personal Data

INVOLVEMENT OF ANOTHER PROCESSOR

11.36. The processor is entitled to involve another processor (subprocessor) in the processing of Personal Data. The Administrator gives his express and general consent to this involvement by signing below.

11.37. In the event that the Processor involves another processor, he is obliged to contractually ensure that this sub-processor is obliged to fulfill the same obligations as result from the Contract for the Processor. If the sub-processor does not fulfill its obligations in the area of Personal Data Protection, the Processor is responsible to the Administrator for fulfilling the obligations of the sub-processor.

11.38. In the event of a change in contact details, the relevant Contracting Party shall inform the other Contracting Party of this change within three (3) days at the latest.

ADMINISTRATOR'S INSTRUCTIONS

11.39. The Administrator has issued an instruction for processing within the scope of providing services and fulfilling the contractual relationship pursuant to the Contract and further within the scope of the Notice pursuant to Article 11.13 of these GTC.

RESPONSIBILITY OF THE PROCESSOR

11.40. If the Processor violates the obligations arising for the Processor from Article 11

of these GTC or during the processing of Personal Data from the Regulation and the Administrator incurs damage as a result, the Processor is obliged to compensate the Administrator for the actual damage.

11.41. If in connection with the breach of the Processor's obligation under Article 11 of these GTC during the processing of Personal Data a final fine or other sanction is imposed by the Office for Personal Data Protection or another public authority, the Processor will pay as actual damage the fine that was granted, including accessories and any costs of administrative or other proceedings.

11.42. These Articles 11.40 and 11.41 of these GTC take precedence over the adjustment of liability for damage pursuant to Article 9 of these GTC. Article 9 of these GTC shall apply to rights and obligations not regulated here.

The Customer agrees that the part of the Contract corresponding to Articles 10. 1 to 10.42 of these GTC regulating the rights and obligations of the Processor in the protection of personal data (this part of the contract also as: processing contract) is always concluded for an indefinite period.

12. SYNERGY AND MUTUAL COMMUNICATION

12.1. The Contracting Parties undertake to co-operate with each other and to provide each other with all information necessary for the proper performance of their obligations. The Contracting Parties are obliged to inform the other Contracting Party of all facts that are or may be important for the proper performance of the Contract.

12.2. All communication between the contracting parties will take place

through authorized persons, statutory bodies of the contracting parties, or personnel authorized by them, which the Contracting Parties shall designate for this purpose.

12.3. All notifications between the contracting parties relating to the Contract or to be made on the basis of the Contract must be made in writing (incl. Electronic) and delivered to the other party either in person, by registered letter or other registered mail to the authorized persons according to Article 12.2. of these GTC, or to the hands of the statutory body or persons specified in the title of this Agreement, or through e-mail communication to the hands of authorized persons pursuant to Article 12.2. of these GTC, unless otherwise stipulated or agreed between the contracting parties.

12.4. Notices are generally considered to have been delivered three (3) working days after their demonstrable dispatch in accordance with Article 12.3 of these GTC.

13. TERMINATION OF THE CONTRACT

13.1. The Contract shall terminate upon the expiration of the period for which it was agreed, if it was agreed for a definite period, regardless of whether the Customer has exhausted all events and services that he was entitled to use for the duration of the Contract. The contract may also be terminated by agreement of both parties or for legal reasons, in particular by withdrawal for reasons specified in the Civil Code.

13.2. The Customer acknowledges and agrees that after the termination of the Agreement, the Operator is not obliged to store any data in connection with the events, whether the data entered by the Customer as the organizer of the event

or data entered by any other third party as a participant in the event. In the event that the Operator deletes the entered data after the termination of the Agreement, it will always do so no earlier than seven (7) after sending an email notification to the Customer.

13.3. If the Contract expires at the end of the agreed period, the Operator will send the Customer a current price offer regarding the services that are the subject of the Contract no later than thirty (30) days before the date of termination of the Contract. If the Customer notifies no later than the last day of the Agreement that he is interested in its extension, the Agreement is extended for the same period for which it was originally agreed and the new price offer becomes part of the Agreement and replaces the original price offer.

14. FINAL ARRANGEMENTS

14.1. **Governing law**. The Agreement and these General Terms and Conditions are governed by the laws of the Czech Republic. The rights and obligations not expressly regulated in the Contract and these General Terms and Conditions, as well as the legal relations arising from them and arising are governed in particular by the relevant provisions of the Civil Code.

14.2. **Choice of court**. Disputes between the Operator and the Customer, which arise in connection with the Agreement or these General Terms and Conditions, including disputes over the existence of the Agreement and these General Terms and Conditions, will be finally decided by the general courts of the Czech Republic, specifically the District Court for Prague 9, and where regional courts decide in the first instance, the Municipal Court in Prague

14.3. **Information obligation**. The Customer is obliged to immediately inform the Operator of all circumstances that could adversely affect the fulfillment of its obligations under the Agreement between the Customer and the Operator, in particular of its entry into insolvency proceedings.

14.4. **Salvation clause**. If any provision of the Agreement or these General Terms and Conditions becomes invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of other provisions of the Agreement or these General Terms and Conditions, unless it follows directly from the content of the agreement that such agreement or part thereof cannot be separate from other content. The Contracting Parties undertake, in such a case, to cooperate with the aim of replacing the invalid or unenforceable arrangement or part thereof with a new arrangement or part thereof which is as close as possible to the Agreement or the General Terms and Conditions to be replaced.

14.5. **Force Majeure**: For the purposes of this Agreement, "force majeure" means such extraordinary, unforeseeable and unavoidable event beyond the control of the Contracting Party which invokes it, which prevents it from fulfilling its obligations under the Contract. The Contracting Party invoking circumstances of force majeure shall not be liable for the fulfillment of its obligations under the Contract during such circumstances. If the force majeure lasts longer than six (6) months, the contracting parties shall discuss further procedure with regard to the fulfillment of rights and obligations under the Contract. The Contracting Party invoking force majeure shall immediately notify the other Contracting Party of the occurrence of the situation

of force majeure and its causes, but no later than within five (5) days of its occurrence. In the same way, the other Contracting Party shall be informed that the circumstances of force majeure have ceased to exist. Upon request, the party invoking force majeure shall provide the other Party with credible evidence of this fact.

14.6. **Attachments**: An integral part of the Contract is a price offer, within which the scope of services provided, their fixed price and at the same time the price of individual optional (optional) services are defined. Unless expressly stated otherwise in a specific case, the prices stated in the price offer are without value added tax.

Issued on May 17, 2021 by the company

Happenee s.r.o.