

# TERMS OF USE

## HAPPENEE PLATFORM

Issued by Happenee s.r.o., IČO: 042 16 202, with its registered office at Baštýřská 142, Hostavice, 198 00 Prague 9, registered in the commercial register kept at the Municipal Court in Prague under sp. stamp C 244261 (hereinafter also referred to as "**Operator**" and "**Terms of Use**")

### 1. OBJECT OF THE TERMS OF USE

- i The operator ensures the operation of the platform Happenee, which is used to organize social, sports, cultural or other events (hereinafter also referred to as "**Happenee platform**" and "**events**").
- ii The Happenee Platform may be used by natural persons whose autonomy has not been restricted, as well as duly established and existing legal entities capable of accepting rights and obligations when using the Happenee Platform and visiting the Operator's website (hereinafter also referred to as "**users**").
- iii Users may use the Happenee Platform through the Operator's website at [www.happenee.com](http://www.happenee.com) (hereinafter also referred to as the "**Website**") or through a dedicated application (software) for mobile telephony devices developed for this purpose by the Operator (hereinafter also referred to as the "**Application**").
- iv These Terms of Use govern the use of the Happenee platform described above in any of the above ways and also govern the rights and obligations of users when visiting the Operator's website.

- v Information on the processing of users' personal data is contained in particular in the Privacy Policy available on the website.

### 2. USE OF THE WEBSITE

- i By entering and subsequently using the Operator's website as well as all subpages and subdomains, the user agrees to the Terms of Use as published on this website. **If the user does not agree with any condition of using the Operator's website, he is obliged to leave this website immediately.**
- ii The user shall use the Operator's website in accordance with these Terms of Use and in accordance with the generally binding legal regulations of the Czech Republic and will pay attention to the good manners and good name of the Operator when using them.
- iii The website [www.happenee.com](http://www.happenee.com) and its content are copyrighted works within the meaning of Act No. 121/2000 Coll., The Copyright Act, as amended (hereinafter also referred to as the "**Copyright Act**"). The Operator exercises the property rights to this copyright work in its entirety. The content of the website is forbidden to download, publish, copy, distribute and further use for commercial purposes without the express consent of the Operator, with the exception of content that is intended for this purpose.
- iv The user must not interfere with the security, technical nature or content of the website, or otherwise misuse the website, prevent other users from using the

- website, use the website to spread unsolicited messages to third parties, send messages or other content containing viruses or other harmful content to the website, attempt to illegally gain access to non-public parts of the website, disseminate materials or news violating generally binding legal regulations of the Czech Republic.
- v The Operator may make changes to the information on the website at any time without prior notice.
  - vi The Operator does not guarantee the accuracy and completeness of the information on the website, whether the information has been published by the Operator or third parties. The publication of any data and information on this website, with the exception of these Terms of Use, is not in the nature of any legal act aimed at establishing a legal relationship between the Operator and the user, unless expressly stated otherwise in individual cases.
  - vii The Operator is not liable for any possible damages that may occur to users during or in connection with the use of the website.
  - viii The Operator also does not bear any responsibility for advertising, or any other form of promotion carried out by any third party through the website.
  - ix Furthermore, the Operator does not bear any responsibility for the content of websites belonging to third parties, which can be visited via the Operator's website.
- i Some users of the Happenee platform are entitled to create events within the platform (hereinafter also referred to as "**organizers**"). Invited users of the Happenee platform can then register for these events (hereinafter also referred to as "**participants**"). To register for the event, the participant does not have to have a user account set up in accordance with Article 5 of these Terms of Use.
  - ii When creating an event, the organizer chooses the name and date of the event, creates a description of the event, chooses the method of registration, modifies the mandatory information that participants must enter when registering and also sets other information about the event. The organizer may also fill in the details of the invited participants, if available.
  - iii Participants can then register for events to which they have received an invitation or which are open to the public. The invitation may be addressed directly to a specific person of the participant or may be unaddressed.
  - iv Based on the received invitation, the participant fills in the registration form for the event, or states that he / she will not participate in the event. In the registration form, the participant will state the mandatory and possibly also optional data required by the organizer.
  - v The participant acknowledges that the Operator is not responsible for the scope of data that the organizer has marked as mandatory to complete. The participant further acknowledges that the Operator is not liable for any damage suffered by the participant or the Organizer as a result of

### **3. EVENT REGISTRATION**

the completion of incorrect or false information by the participant.

- vi Finally, the participant acknowledges that the completed data will be accessible to the event organizer. They can be visible to other participants registered for the event if the organizer and the participant concerned allow it in their user settings.
- vii The participant further acknowledges that if he does not register for the event through his user account or if he does not create this user account during the event registration according to Article 5 of these Conditions, he will not be able to change his application (including possible refusal to participate) after sending it.
- viii The rights and obligations of the organizer in the creation and management of events are governed by these Terms of Use and in particular the contract concluded between the Operator and the organizer for this purpose, of which these Terms of Use are part.
- ix By sending the application for the event, the participant declares that he has read these Terms of Use and agrees with their content, even as regards the rules for purchasing tickets and creating and subsequent use of a user account according to the provisions of these Terms of Use below. If the participant does not agree with any part of these Terms of Use, he may not send the application and must leave the Operator's website immediately.

#### **4. PURCHASE OF TICKETS**

- i When creating an event, the Organizer may entrust the Operator with the provision of

sales and distribution of tickets for the event. In such a case, the Operator ensures the sale of tickets within the framework of the ordering relationship, i.e. as a representative and on behalf of the organizer, in accordance with the provisions of Article 4.2 et seq. of these Terms of Use

- ii The participant buys a ticket and enters into a contractual relationship with the organizer of the event, the content of which is the provision of a service in the form of enabling the participant's personal participation in the relevant event for a set ticket price. The identification of the organizer is always given at the relevant event.
- iii These Terms of Use form, to the appropriate extent, an integral part of the contract. The participant also undertakes to comply with the conditions of participation in the event set by the organizer, including operating instructions at the venue. The organizer is entitled to change the date, place or program of the event. The participant will be notified of this via the Happenee platform.
- iv If the ticket is sold by the Operator on behalf of the organizer, the Operator will deliver the ticket to the participant without undue delay after payment in electronic form to the e-mail entered by the participant (in the form of QR code) when registering for the event or otherwise (incl. physically sending a ticket) chosen by the organizer and / or the participant when creating the event and / or when the participant registers for the event.
- v By delivering the ticket in the manner described above, the obligations of the

Operator as the representative of the organizer are fulfilled.

- vi Payment of tickets is possible by credit card or transfer to the Operator's bank account. The bank fees of the participant's bank in connection with payment by card or bank transfer are not included in the ticket price and the participant is responsible for their payment. The participant acknowledges that the payment gateway for payment by card is operated by a third party other than the Operator and shall acquaint himself with the business conditions of the payment gateway before completing the payment.
- vii The Operator is not in any contractual relationship with the participant in relation to participation in the event, i.e. it is not responsible in any way for the event or non-event, is not responsible for any change in the program, venue or date of the event, is not responsible for course of the event and any incidents that would occur, etc.
- viii Unless expressly stated otherwise, the participant is obliged to assert all claims related to the event, including claims related to the breach of the organizer's obligations, including claims for a refund of the ticket price, directly with the organizer.
- ix If the participant is a consumer, he or she acknowledges that according to the provisions of § 1837 letter j) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter also referred to as the "**Civil Code**") has no right to withdraw from the contract concluded between him and the organizer through the Happenee platform under the provisions of § 1829 of the Civil Code (withdrawal from contracts within 14

days without giving reasons), given that it is a contract for the use of free time and performance is provided by the entrepreneur, ie in this case the organizer, within a specified period.

- x The operator is entitled to return the entrance fee in the event of complete cancellation of the event exclusively in the amount and under specified conditions on the basis of the organizer's order, if the organizer provides adequate funds for this purpose. If this instruction to return the entrance fee is not granted by the organizer, the provisions of Article 4.4 of these Terms of Use apply.

## 5. USER ACCOUNT

- i The operator allows the user to create a user account, namely usually when logging in to an event (if a participant) or at closing service contracts Happenee (if it is an organizer).
- ii When creating a user account, it is always at minimum required to fill in email address and choose a password. These data are filled in by the participant during registration to the event which leads to creating a user account, or The Operator shall enter them himself or herself, if the Operator creates a user account manually.
- iii The Operator does not verify the authenticity of the data provided by the user for the purpose of creating a user account, nor the authenticity of the data subsequently filled in in the user interface of the user account.

- iv The user has the ability to log in to the user account through the portal interface and manage the data stored within the account.
- v The participant has the opportunity to view the events for which he has registered, contact other participants, raise questions to the organizers, etc. via a user account.
- vi The operator can allow the creation of multiple user profiles for individual administrators for the organizer's user account. These profiles may have limited scope within the user account according to the organizer's settings.
- vii In the user interface of the user account and / or upon request from the Operator, the user can cancel his account at any time. The Operator may cancel the user account if the user has not logged in for more than one (1) year, after prior email notification. The organizer's user account can be canceled under the conditions agreed with the organizer in a separate contract.

## 6. APLIKACE

- i Users may use the Happenee platform only through a dedicated Happenee application created for this purpose by the Operator in the version for the Android or iOS operating system.
- ii Users acknowledge that the application is not tailor-made and its functionality on certain devices may be limited
- iii Users acknowledge that there may be personalized versions of the application with the same functionality but a different visual appearance of the user interface. In case of doubts whether it is an official

version of the application (even in a personalized version), the user is obliged to ask the Operator to confirm whether it is an official version of the application.

- iv The application is a copyright work in the sense of copyright law. All rights to the application may be exercised exclusively by the Operator.
- v The user is entitled to install and use the application in accordance with the relevant provisions of the Copyright Act, or in accordance with the contract concluded between the user and the Operator and in accordance with these Terms of Use. **By installing the application, the user agrees to these conditions. Otherwise, the user is not authorized to install the application, or is obliged to uninstall it immediately from his device.**
- vi The user is granted a license in order to use the application, which is non-exclusive and without the possibility of granting a sublicense.
- vii In particular, the user is not entitled without the prior express consent of the Operator:

assign the rights to the application, or make the application available in a different way than it follows from the agreed way of using the application;

make any changes, processing, decompilations, modifications, translations or other changes to the application software, or individual computer programs or databases included or used within

the application, even for the purpose of eliminating program errors (the user reports any existence of errors directly to the Operator via the application functions);

use the application to develop derivative works, applications or works for use or distribution to any third party, in whole or in part, as separate products or components.

responsible for any violations of the rights of third parties (especially personal and copyright rights), which the user has committed in connection with entering data while using the platform and sharing them. In the event that the Operator incurs any damage or costs in connection with the user's input of data, the User 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.

## **7. LIABILITY AND WARRANTIES**

- i The user undertakes to use the platform, application and website in accordance with these Terms of Use and binding legal regulations. The user is prohibited from using the platform, website or application and their functions in despicable and obvious violation of good morals, thereby endangering public order, using them in a way 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 prohibit further use by the user. In the event that the Operator learns about entering data that violate generally binding legal regulations, are in despicable and obvious conflict with good morals, they endanger public order, or are capable of causing property or non-property damage to the Operator or third parties, the Operator reserves the right not to disclose the data to such an extent or to delete them without further notice.
- ii The operator is not responsible for the content of data that the user enters when using the platform. The operator is not

- iii The possibility to use the platform is provided with regard to current developments and commonly available technical and business standards applied in the field of software development. The operator is entitled, but not obliged, to continuously update and expand the platform and application with new elements and features. The operator is also entitled to terminate the operation of the platform at any time.
- iv The user is not entitled to demand from the Operator any compensation for non-property or property damage (including lost profits), which the user incurred mainly due to impaired availability of platform or application, platform or application malfunction, platform cancellation, occurrence of bugs in platform or application, loss of stored data and information or other facts related to the use of the platform or application.
- v 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 user in advance about the planned restrictions on availability.

- vi Except as provided in these Terms of Use, the Platform is provided for use without any additional warranties.

## 8. FINAL ARRANGEMENTS

- i The provisions of these conditions may be changed unilaterally by the Operator from time to time in order to improve the quality of services, especially in connection with the development and expansion of the platform's functions. Users will be informed of these changes and the conditions will be published in a new version on the website.
- ii The User agrees to a possible change in the person of the Operator. In cases of a change of person of the Operator, the user will always be notified of this fact.
- iii These rights and obligations in these Terms of Use are governed by the law of the Czech Republic, in particular the relevant provisions of the Civil Code and the Copyright Act.
- iv Disputes between the Operator and users that arise in connection with the use of the Happenee platform, website or application will be finally settled in the general courts of the Czech Republic, specifically in the District Court for Prague 9, and where regional courts decide in the first instance, Municipal Court in Prague.
- v The Operator provides out-of-court settlement of user-consumer complaints via the email address info@happenee.com. The Operator shall send information on the

settlement of the user's complaint to the user's electronic address.

- vi The Operator is not bound by any codes of conduct in relation to the User in the sense of the provisions of § 1826 par. 1 let. e) of the Civil Code.
- vii If any provision of these Terms of Use or other contractual arrangements becomes invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the other provisions of these Terms of Use or portions thereof, unless it follows directly from the content of the agreement that such agreement or part thereof cannot be separated from other content. In such a case, the User and the Operator undertake to cooperate with each other with the aim of replacing the invalid or unenforceable agreement or part thereof with a new agreement or part thereof, which is as close as possible to the agreement of the Contract to be replaced.
- viii These Terms of Use take effect on 1<sup>st</sup> of January 2019.