

GENERAL BUSINESS TERMS

I. INTRODUCTORY PROVISION

1. These General Business Terms (*hereinafter referred to as the „Terms“*) are issued by the corporation **Surf Arena s.r.o., comp. reg. No.: 24303194, with its headquarters at Tupolevova 772, Letňany, Praha 9, zip code: 199 00,** (*hereinafter referred to as the „Provider“*) as the legal entity which is registered under the file number C 194744 at the Municipal Court in Prague under section C and the Terms are valid for all contracts on the basis of which the Provider enables the use of their facility – the indoor surfing simulator be it contracts entered into directly with the recipient of this service – a natural person or contracts entered into with the purchasers who mediate the provision of the service to the end recipients – within the meaning of the below-defined terms.

2. The Provider ensures the provision of the services specified on the website www.surfarena.cz.

3. All contractual relationships are concluded in accordance with the legal order of the Czech Republic these are mainly the relevant provisions of Act No. 89/2012 Sb., of the Civil Code (*hereinafter referred to as “CC”*). If the contracting party is a consumer, the legal relationships are also governed by Act No. 634/1992 Sb., on the protection of the consumer as amended (*hereinafter referred to as “CPA”*).

II. DEFINITION OF TERMS

Provider – the corporation Surf Arena s.r.o., comp. reg. no.: 24303194 (*also hereinafter referred to as „SA”*)

Customer – a natural person or legal entity which based on its acts aims to enter into a contract with the Provider either for itself or within the scope of its business activity for its clients.

Recipient of Service – a natural person who either for himself/herself or through another Customer secured the possibility to use the Facility during the determined time and who identifies himself/herself with a voucher containing an identification code of the SA Reservation System the content of which will correspond with the reservation performed.

Facility – the indoor surfing simulator located on the premises of Surf Aréna Letňany – in building number 772 which is placed on the plot of land No. 629/266 in the cadastral territory of Letňany at the address Tupolevova 722, 190 00 Prague 9 – Letňany.

Service – a summary designation of the Supplier’s obligation who based on this contract and under the terms defined in the contract commits himself to provide following performance for the Purchaser within the determined time:

- The area in the Facility available to the Recipients of the Service designated by the

- Purchaser, e.g. a ride on the surfing simulator
- The provision of operating personnel and the safeguarding of the Facility during the time when the Purchaser uses it
 - The conveniences during the use of the Facility in the form of a changing room and hygienic facilities (shower, WC and the like),
 - instructions within the extent of thirty (30) minutes prior to the start of the Service of the defined type and scope
 - lending of necessary equipment, i.e. neoprene suit and surfing board.

Product – the designation of the Supplier’s obligation which consists of the provision of the Service of a determined type and scope. Concerning the Product, the Provider has selected the following examples of products:

- „**Single**” for providing the Service to a single person within the scope of one hour;
- “**Double**” for providing the Service to two persons simultaneously within the scope of one hour;
- “**Exclusive**” for providing the Facility within the scope of one hour exclusively to the Recipient of the Service with a limitation of a maximum of twelve (12) persons using the Facility simultaneously;
- “**5 Hours Package**” for providing the Service for one person within the scope of five hours
- “**Single (B)**” for providing the Service for one person within the scope of one hour in any time block designated as „OFF Peak”.

The Provider reserves the right to change the individual Product types at any time or to remove them completely in which case a modification of the Product and its specification will always be described in the price list published on the website www.surfarena.cz

SA Reservation System – the electronic system established by the Provider on the website www.surfarena.cz by the means of which a reservation of the Service in the Facility is made and the contract on the provision of the Service is entered into according to the terms of this contract.

Voucher – a confirmation issued by the Provider and containing the identification code of the SA Reservation System by the means of which the Purchaser is entitled to reserve the performance of the provision of the Service at a specific time. The Voucher may be used within twelve (12) after the date on which the Provider issued it.

Reservation – the definition of a specific time for the use of the Service in the Facility either based on the Voucher issued without a reservation of a specific time or when the payment is performed – in which case the Provider issues the Voucher directly with a reservation.

„**OFF peak**” time – is a period of time defined by the Provider during which the Provider offers the Products which are designated in the appropriate way under different terms than at the remaining time of the opening hours.

Contracting parties – a joint designation for the Provider and Customer regardless if the Order is the Recipient of the Service at the same time or not.

Contract – an agreement of the contracting parties based on these Terms or according to the Customer's framework contract which was concluded and with which the Provider commits himself to provide the Service in a specific time for a specific Recipient of the Service and in which the Customer or directly the Recipient of the Service commits himself to pay the agreed price for it. The contract is concluded with the delivery of the reservation confirmation of a specific time of the provision of the Service to the specific Recipient of the Service in the Facility. If the contract is entered into to the benefit of a third party this third party becomes entitled no sooner than when this third party demonstrates consent to the contract and when this third party fulfils the terms for provision.

III. INFORMATION ON THE CONCLUDED CONTRACT AND THE BUSINESS TERMS

1. The order aimed at concluding the contract for the purchase of a Voucher or a Voucher with a Reservation may be made solely by means of the SA Reservation System. It is not possible to send the order without a confirmation of the consent to these Terms. By means of this Confirmation, the Purchaser or the Recipient of the Service confirms that he acquainted himself/herself with the Terms in detail and that he/she agrees to them unconditionally. He/She was made aware of these Terms in a sufficient way prior to placing the order and he/she has the possibility to acquaint himself/herself with them. The Customer who is not the Recipient of the Service is obliged to inform the Recipient of the Service about all his rights and obligations resulting from the contract and from these Terms and the Recipient will confirm the consent to these rights and obligations prior to taking part in the Service.

2. The Customer is irrevocably bound by the sent order.

3. The contract is concluded in the Czech language. The contract which was concluded is archived by the Provider in the form of the electronic storage of the essential details thereof for the purpose of a successful performance of the contract and it is not accessible to third non-participating parties. Information about the individual technical steps leading to the conclusion of a contract is apparent from these Terms where this process is described understandably. The Customer or Recipient of the Service has the option to check and in case of a necessity to correct the order before it is sent. These Terms are shown on the website of the online store at www.surfarena.cz.

4. The costs for the use of remote communication media (phone, internet etc.) will be paid for by the contracting party that initiates the connection. Neither of the contracting parties has an entitlement to the reimbursement of such costs incurred.

IV. PERSONAL DATA PROTECTION AND PRIVACY POLICY

1. For the purposes of this article, the following applies. The Customer is considered the Recipient of the Service who will voice is consent with this Contract (including these Terms), he/she will fulfil the conditions for Receiving the Service and will become a person directly entitled from the rights and obligations of the Contract and these Terms.

The Provider as the Administrator of personal data hereby informs the Customer, in accordance with article 13 of the Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Regulation on the protection of personal data (hereinafter as the „**Regulation**”) that the Customer’s personal data will be given to the Provider willingly when sending the order (these are the Customer’s contact information such as a name and surname, home address, e-mail address and phone number) will be processed for the purposes and based on the conclusion of the Contract and its subsequent fulfilment including the settlement of any claims by the Customer for a defective fulfilling of the Contract. The legal basis for the processing of personal data is, therefore, the fulfilment of the Contract based on the order by the Customer and the fulfilment of the legal obligations of the Provider according to the Regulations governing the rights and obligations in relation to protecting the consumer and bookkeeping. The Provider, therefore, has the right to process the personal data only for the purpose of fulfilling the obligations arising from the concluded Contract and these Terms or in relation with the fulfilment of the obligations imposed on the Provider by the legal regulations and also in relation with the legitimate interest of the Provider which is the offer of the Provider’s other services related with Providing the Service, or rather the Product to its earlier or current customers for a duration of 10 years since the last order or the conclusion of the last contractual relationship (with the option of the Customer to be unsubscribe from these offers).

- The reason for the Customer’s personal data to be handed to the Provider is the identification of the contractual parties necessary for the conclusion and performance of the Contract which would not be possible without providing the above-mentioned personal data. As a result of the failure to provide personal data, the Provider may not be able to provide the Service.
- The Customer’s personal data will be processed for the duration that the Provider is required to store this data according to the generally binding legal regulations at least for the duration of 5 years according to the Act on Accounting or for a duration of 10 years according to the VAT Act and the limitation periods established by the CC.
- During the processing of the Customer’s personal data, some automated decision-making and profiling may occur.
- The Customer’s personal data may be passed on to persons providing the Provider with IT services in order to ensure the proper functioning of the SA Reservation System to the persons who participate in the provision of the Service and not to the Provider’s employees marketing agencies (in particular WOXO impressions s.r.o., 05251931, with its headquarters at Míru 253/42, 737 01 Český Těšín), to MailChimp, Facebook and Google, Inc., as well as persons providing legal and accounting services to the Provider in order to ensure the proper performance of the obligations laid down by the generally binding legal regulations and where appropriate for the proper performance of the order by the selected service provider. The Provider does not intend to pass on the

Customer's personal data to a third country (unless they store them in MailChimp, Facebook and Google Software, Inc.), an international organization or other than the above-mentioned third parties. Personal data may under certain conditions be made available to the state authorities (courts, police, notaries, tax authorities, etc. in the exercise of their legal powers) or the Provider can directly provide them to other entities within the extent specified by a special law.

In case of a transfer of personal data to a third country the personal data will in principle be handed over to the United States where this country on the basis of the European Commission's decision provides an adequate level of protection (Privacy Shield). In the event that the Provider will transfer personal data to a third country for which no such decision of the European Commission exists the surrender can take place only based on the appropriate safeguards (Article 46 of the Regulation) or based on the derogation for the specific situations under Article 49. In the latter two cases, however, the Provider must refer the data subject to the appropriate safeguards, either by communicating how it is possible to obtain a copy (e.g. a copy is available at a branch) or indicating where the information was disclosed (such as a web link).

- The Customer has the right to require the Provider to access his or her personal data, to correct or delete it, or to restrict the processing, to object to the processing, to transfer the data to another administrator, and to file a complaint with the Office for Personal Data Protection with the registered office of Pplk Sochora 27, 170 00 Praha 7, email: posta@uouu.cz, WWW: <http://www.https://www.uouu.cz>), if it considers that the Provider proceeds in the processing of personal data inconsistency with the Regulation.
- In the event of any inducements, queries or ambiguities regarding the processing of personal data including complaints, you may contact the Provider, especially via e-mail to info@surfarena.cz.
- The Customer acknowledges that he is obliged to state his / her personal (foreign) personal data (when registering a user account, when ordering from the SA Reservation System), correctly and truthfully and is obliged to inform the Provider of any changes in his / data.
- The Customer further agrees to store "cookies" in its terminal equipment (such as computers) in order to facilitate the provision of information from services and for advertising purposes when using "cookies" is a legitimate interest of the Provider, Customers have the ability to refuse cookies or similar tools to be stored in their end-user devices, for example, by launching anonymous browsing functionality or their initial blocking in their browser.
- For statistical purposes, the Provider evaluates information about the use of the www.surfarena.cz website (such as the number of users visiting the site, from where the site was accessed, etc.). This information is purely numeric (without personal information) and will be used to further analyze and improve the

Customer's future experience with the company's website.

- Personal data is protected as much as possible using modern technologies that correspond to the level of technical development. The Provider has taken all the possible (currently known) technical and organizational measures (e.g., different levels of access) to prevent the misuse, damage or destruction of personal data.
 - The Customer (or the Recipient of the Service) is obliged to provide the provided personal data (e.g. when registering with the SA Reservation System) correctly and truthfully and is obliged to inform the Provider without undue delay about any changes in his / her personal data.
2. In order to provide an audio-visual recording at the request of the Customer (the Recipient of Services) and in order to prove the facts in relation to the eventual compensation for any damage or other harm, the Recipient provides the Service by entering the Facility in accordance with Section 84 et seq. CC the permission to use their portraits, images and video and audio recordings and other manifestations of a personal nature, captured and stored by the Provider as a visual audio record in the use of the Service. Permission is granted without a right to remuneration, for a period of 10 years, especially regarding the limitation period according to the CC. The Customer (the Service Recipient) agrees to the use (extension) of these recordings by the Provider for promotional or other (similar) uses.

V. CONTRACTUAL RIGHTS AND OBLIGATIONS

1. The extent of the services provided in connection with the individual products is always determined by their name and then further by the above-mentioned specification of the Service.
2. The Voucher with a Reservation may not be transferred to another person without the prior consent of the Provider. The Voucher without a Reservation may be transferred without limitation where a person authorized as the Recipient of the Service for each individual Voucher will become the natural person the name of which will be listed after the Reservation. The Provider does not bear any liability in the event of a loss of the Voucher before making the Reservation.
3. Unless explicitly agreed upon otherwise between the Provider and the Customer, the reservation may be cancelled by Customer solely under following conditions:

number of days before the agreed time of use of the Service	cancellation fee % of the value of the cancelled Service
more than 2 days	0%
2 days	60%
1 day	100%

4. The Provider is entitled to cancel the Reservation and to inform the Customer and possibly the Recipient of the Service about this fact without unnecessary delay. In case of a

cancellation on the part of the Provider, the Provider is obliged to provide the Customer with another suitable replacement date and time. If the Customer does not accept such a replacement date and time without delay, the Voucher with the Reservation changes to a Voucher without a Reservation which can be used as any other Voucher. The Provider does not bear any responsibility neither for the costs incurred nor for any other damage caused to the Customer or Recipient of the Service as a consequence of the cancellation.

VI. PRICE LIST OF THE PROVIDER'S SERVICES

1. The Current Prices of the Services can be found on the website www.surfarena.cz. The Prices are always stated including the value-added tax (VAT) unless determined explicitly otherwise. The VAT-rate is defined by law and it will always be written in tax documents.
2. In case of a Customer's delay with the payment of any financial obligation towards the Provider resulting from the contractual relationship, the Provider has the right to a contractual penalty amounting to 0.05% daily of the amount which is due as of the 15th day of delay amounting to 0.1% daily from the amount due until the full payment is received.

VII. CONTRACTUAL RIGHTS AND OBLIGATIONS

1. The Recipients of the Service participate in all the Services and activities related hereto on their own responsibility and at their own risk. The Recipient of the Service all by himself/herself is obliged to evaluate his/her physical, psychical and health prerequisites for the participation in the Service. Information about the possible limitations (age, health and physical ability, possibly a requirement for a health check) is stated in the information on the website www.surfarena.cz. The Recipient of the Service is obliged to inform the Provider truthfully about any circumstances limiting his abilities to participate in the Service or increasing the risk of an injury.
2. The Recipient of the Service is obliged to appear at the agreed date and time at the place of provision of the Service, i.e. /namely/ at least forty-five (45) minutes prior to the reserved date and time. If he/she does not do so, the Provider is not obliged to provide the Services to the Customer, not even at a replacement date and time, and the entitlement to the provision of the Service expires without replacement.
3. The Recipient of the Service is obliged to secure an accompaniment and surveillance made by an adult or to provide consent of a lawful representative, if the Recipient of the Service is a person under 18 years of age or if the person has a limited legal capacity. The Provider is entitled to refuse the provision of the Service to the Recipient of the Service without compensation if this Recipient is under eighteen (18) years of age and without accompaniment.
4. The Provider commits himself to provide a responsible person (hereinafter referred to as the „Instructor“) at the place of performance of the Service, who will train the Recipient of the Service and who will make him acquainted with all the obligations and terms, by which the Recipient must abide during the performance of the Service, if the nature of the Service

requires it. The training will be performed in the Czech language. In case that the Recipient of the Service does not understand Czech, he is obliged to notify of this fact. Based on this notification the training can be provided in English – the training is not made in any other languages.

5. The Recipient of the Service is obliged to pay damage that he caused to the Provider of the Services during the use of the Service in case of a violation of the instructions from the Provider with which he was acquainted prior to the performance of the Service.

6. Minors may be the Recipients of the Service if they are at least six (6) years old. Minors may take part in the provision of the Service only under the accompaniment of an adult and based on the written consent of a lawful representative.

VIII. RIGHTS RESULTING FROM THE RESPONSIBILITY FOR DAMAGE

1. The Customer or the Recipient of the Services must file a complaint about defects with the Provider, either orally at the place of the provision of the Service or in writing without undue delay, however, at the latest within one month since the performance of the Service or since the day on which the Service should have been provided. The Provider is obliged to make a statement regarding the filed complaint immediately, in complicated cases within 3 working days since the delivery of the complaint. The period of time which is necessary for the professional assessment of the defect and which is adequate according to the type of Service, will not be included in this deadline. The complaint will be solved without unnecessary delay, however within 30 days since the filing of the complaint at the latest. After the lapse of this deadline, the Customer has the right to withdraw from the Contract or to obtain a price discount.

3. The Provider will issue a written confirmation for the Customer or Recipient of the Service about the fact, when he filed the complaint, what the subject matter thereof is and what kind of solution he requires. Further, the Order will issue a confirmation about the date and way of solution of the complaint. In case of a rejected complaint, he will issue a written reasoning for this rejection.

4. The Customer has the right to a reimbursement of all the necessary costs connected with the filing of the complaint, however, only in the case that the complaint is justified. If conditions exist for the withdrawing from the Contract due to a reason on the part of the Provider of the Services, he has a right to the reimbursement of every performance which was paid.

IX. PERSONAL DATA PROCESSING AGREEMENT

10.1. In order to comply with the obligations laid down by the Regulation, the contracting parties (the Customer in the position of the Personal Data Provider and the Provider as the personal data processor) agree on the following obligations in the processing of personal data in the performance of this Contract, because in the event that the Customer concludes the Contract in favour of a third

person (the Recipient of the Service) and will provide the Customer with the Personal Data of the Recipient (name, etc.) for the reservation of the Service Recipient (name, etc.), in this respect the Provider is in the position of the processor and the Customer is in the position of the Recipient's Personal Data Administrator.

For the purposes of article 10, the Customer will henceforth be referred to as the „Administrator“ in accordance with article 4, section 7 of the Regulation and the Provider will henceforth be referred to as the „Processor“ in accordance with article 4, section 8 of the Regulation.

For the purposes of article 10, it also applies that the applicable amendment of the Act No. 101/2000 Coll. On the protection of personal data also falls under the Regulation.

10.2. The subject of the Administrator's activity is, inter alia, to provide the Service for the benefit of third parties (prospective Recipients of the Service). In order to ensure the possibility of using the Service in the SA Reservation System or in a similar manner, the Administrator provides the Personal Data to the Processor of potential Service Beneficiaries (hereinafter referred to as "data subjects"). In terms of categories of data subjects, therefore, it is a potential Recipient of the Service.

10.3. The processing under this Agreement is the processing of all personal data of third parties (data subjects) transmitted by the Customer to the Provider directly or indirectly (by storing the User or the persons authorized by him in the SA Reservation System) (hereinafter referred to as "personal data"). The purpose of the primary acquisition of personal data by the Administrator is the booking in the SA Reservation System.

10.4. The Processor processes personal data based on the instructions of the Administrator, in particular through automated processes within the functions of the SA Reservation System or manually so that the SA Reservation System and all its functions (hereinafter referred to as the "processing nature") can be used correctly.

10.5. The subject of processing is the personal data to the extent provided by the Administrator (especially the identification data such as a name and surname).

10.6. The subject of the processing is not sensitive personal data and in the case of personal data of children the Administrator understands that he is authorized to provide these with the explicit consent of their legal representatives or the children themselves if they are over 16 years old.

10.7. The extent of processing of personal data is limited by the framework of mutual fulfilment under the Contract (automatically within the operation of the SA Reservation System or according to the instructions of the Administrator, the instructions of the Administrator and the consent of the data subjects). An automatic instruction in the functions of the SA Reservation System - sending, etc.

10.8. Duties and Declarations of the Administrator

- The Administrator declares and confirms that all personal data has been obtained in accordance with the generally binding regulations, in particular in accordance with the Regulation and that there is a legitimate reason for such processing (to the extent required for the intended purpose and for the necessary time contract, etc.). In this regard, the administrator will also ensure the deletion of personal data from the SA reservation system (for example, with instructions from the Developer) after there is no legitimate reason to keep them under the previous sentence;
- The Administrator declares that he is aware of the fact that the Processor takes personal data in the state in which they are handed over by the Administrator and that he / she has no possibility

of judging their content the correctness of the method or the legitimacy of obtaining them and, therefore, undertakes to transmit to the Processor only accurate personal data for the purpose and to the extent necessary for the fulfilment of the purpose not to associate personal data that have been acquired for different purposes or to store personal data with the Developer or the Software for a longer period of time than is necessary for the purpose of their processing.

10.9. Obligations and declarations of the Processor

- The Processor undertakes to process personal data transmitted by the Administrator on behalf of the Administrator and in accordance with the applicable legal regulations, this Agreement, or the Administrator's instructions issued in accordance with applicable law. If the Processor will not be able for any reason to ensure compliance with the obligations set forth in the Regulation or other relevant legal regulations, this Agreement or the instructions of the Administrator, he / she undertakes to inform the Administrator without delay, who in such a case is entitled to suspend the transfer of the data;
- The Processor will adhere to the conditions for the involvement of the next processor if the parties so agree;
- The Processor will consider the nature of the processing of personal data;
- The Processor will be assisted by the Administrator through appropriate technical and organizational measures;
- The Processor will at the request of the Administrator cooperate to meet the responsibilities of the Administrator based on the requests for the exercise of the rights of the data subjects;
- The Processor will be assisted by the Administrator and will provide the Administrator with assistance in ensuring the compliance with the obligations under Articles 32 to 36 of the Regulation, considering the nature of the processing and information available to the Processor;
- The Processor, in accordance with the Administrator's decision, will either erase or return the personal data to the Administrator after processing-related services have been terminated, and delete the existing copies unless a law of the Union or a Member State requires the personal data to be stored;
- The processor will provide the Administrator with all the information necessary to demonstrate that the obligations set out in this article have been met and will enable and contribute to audits, including inspections performed by the Administrator or another auditor entrusted by the Administrator.
- The Processor will inform the Administrator without delay if, in his opinion, an order violates this Regulation or other Union or Member State data protection legislation;
- The Processor further acknowledges his obligations under the Regulation, which requires him / her to (i) only process accurate personal data corresponding only to the intended purpose and to the extent necessary for the fulfilment of the purposes intended for, (ii) not to associate personal data that have been obtained with different purposes or (iii) be entitled to retain personal data transmitted by the Administrator for the period necessary for the purpose of processing. In fulfilling these obligations, however, he is dependent on the same obligations of the Administrator and is responsible for breaching his obligations regarding the data subjects only to the extent indicated below;

- When processing personal data, the Processor is required to ensure that data subjects do not suffer damages to their rights, in particular, the right to the preservation of human dignity, and are also required to protect against unauthorized interference with the privacy and privacy of data subjects;
- The Processor further states that he has accepted the appropriate organizational and technical security measures listed below before processing personal data. The processing of personal data will be carried out by the authorized representatives of the Processor at the premises of the Processor (possibly automatically by the software of the Processor and by the software of other processors ensuring the functioning of the software for processors located in the EU Member States), all by of a computerized means or by mechanical means in paper form;
- The Processor further states that he has informed all of his employees and other potential agents who process personal data or who are in contact with Personal Data, on their duties (continuing after the termination of the job or the relevant work) to maintain confidentiality about personal data and on the security measures that if they became public would pose a threat to the security of personal data;
- During the processing of personal data under this Agreement, the Processor may not make any data available in any way to other persons (except those mentioned in the preceding paragraph), in particular, is not entitled to pass on, make available to, will not be authorized in writing by the Administrator. This obligation will not apply to the competent governmental authorities or other entities in accordance with special legal regulations, as provided for in specific legislation;
- The Processor is obliged to allow, based on a written reasoned request by the Administrator, to review the data processing activities under this Agreement. The inspection will be performed by the Administrator in an appropriate manner with the presence of a representative of the Processor;
- The Processor declares that he is not aware of any obstacle preventing the compliance with the instructions of the Administrator under this Agreement or the fulfilment of the obligations laid down by the relevant legislation;
- The Processor also undertakes to notify the Administrator without delay concerning any instances of obtaining unauthorized or unauthorized access to personal data submitted by the Administrator;
- The Processor undertakes to transfer the results of processing of personal data back to the Administrator in accordance with this Agreement and according to its instructions, in a manner appropriate to the purpose of processing;
- The Administrator undertakes to pay to the Processor all the costs and remuneration (usual hourly rate) associated with his above-mentioned co-operation or activity (Article 11.9.), which is necessary, especially based on the requests from data subjects (issuing of records etc.), state authorities (inspections, etc.), as part of audits, etc.

10.10. Technical and Organizational Protection of Personal Data Provider's Guarantees:

Under the Regulation, the Processor is required to take steps to prevent the unauthorized or accidental access to personal data, alteration, destruction or loss, unauthorized transmission, unauthorized processing, and other misuses of personal data. This obligation also applies after the termination of personal data processing under this Agreement. The Processor declares that, within the processing of

personal data pursuant to this Agreement, he has taken measures pursuant to Article 32 – of the Regulation, i.e. in particular, the following technical and organizational measures:

- The premises in which personal data will be processed will be mechanically and electronically secured;
- Access rights to the automated system for the processing of personal data will only be available to the Processor's employees or to persons in a similar position to the Processor (hereinafter referred to as statutory bodies or associates) who will be trained in the handling of personal data and will directly handle the personal data. Employees (and other persons listed) will only have access to personal information corresponding to their authorization. The processor will provide an antivirus protection system for the data processing equipment and a data backup security system.
- All of the above measures will be maintained by the Processor throughout the duration of this Agreement.

10.11. For the purposes of Article 82, section 2 of the Regulation, the Processor is responsible for the damage caused by the processing of personal data only if he has failed to comply with the obligations laid down in the Regulation specifically for the processor or has acted in excess of or in contradiction with the legal instructions of the Administrator. In other cases, the accountable Administrator is responsible for the damage caused by processing that violates the Regulation against data subjects. If the Processor discovers that the Administrator violates the obligations stipulated by the Regulation or generally binding regulations, he is obliged to immediately notify him / her and terminate the processing of personal data

10.12. Personal data will be processed for 10 years in the event that the Recipient of the Service becomes a person directly entitled to the Contract with respect to the limitation period according to the CC. In the event that the Recipient is not a person directly entitled to the Contract, the Recipient will return to the Administrator all personal data processed as of the date of termination of this Agreement.

X. FINAL PROVISIONS

1. All materials and information on the pages of the Provider are owned solely by him. These materials and information mustn't be used or processed in any way without consent from the Provider. These terms are valid in the wording which is stated on the website of the Provider on the day when the Customer sends the order.

2. Unless otherwise stipulated in the Contract, the relations of the Contract (including the Terms) will be governed by the Czech legal order and, in particular, by Act No. 89/2012 Coll., The Civil Code. The Customer or the Recipient of the Service as the case may expressly agree that the courts of the Czech Republic are competent to resolve any disputes or claims under the Contract (including the Terms) against the Provider or disputes and claims related to the Service and performance under the Contract.

3. THESE GENERAL BUSINESS TERMS became valid and effective on April 1, 2022