

TRADING CONDITIONS

of **Českokrumlovský rozvojový fond s.r.o.**, Company ID 423 96 182, with the registered office at Masná 131, 381 01 Český Krumlov, registered in the Commercial Register kept by the Regional Court in České Budějovice, Section C, File 705,

for making reservations (booking, orders) of designated spots for boarding and alighting of bus chartered transport passengers in the city of Český Krumlov at BUS-STOP terminals via the on-line reservation system located at the Internet address www.busparking.cz.

I. PREAMBLE

1. These trading conditions (hereinafter referred to as the "Trading Conditions") of **Českokrumlovský rozvojový fond s.r.o.** (hereinafter referred to as the "Operator") regulate the respective rights and obligations of the Contracting Parties arising in connection with or pursuant to the contract (hereinafter referred to as the "Contract") concluded between the Operator and the other legal entity or natural person doing business (hereinafter referred to as the "User") via the booking Internet portal of the seller (hereinafter referred to as the "Booking Portal"). The Booking Portal is operated on the Internet at www.busparking.cz, through a web interface (hereinafter referred to as "Web Portal Interface").
2. Trading Conditions also regulate the rights and obligations of the Parties in the use of the Operator's website at www.busparking.cz (hereinafter referred to as the "Website") and other related legal relations.
3. Provisions derogating from the Trading Conditions can be agreed upon in an individual Contract. Different arrangements in the Contract shall prevail over the Trading Conditions.
4. Provisions of the Trading Conditions are an integral part of the Contract. The Contract and the Trading Conditions are drawn up in Czech, English, and German languages. In case of discrepancies among the individual language versions, the Czech version prevails.
5. The wording of the Trading Conditions may be unilaterally amended or supplemented by the Operator. The legal relationships between the Operator and the User are governed by the wording of the Trading Conditions applicable at the time of conclusion of the Contract, unless their text stated explicitly otherwise. The User undertakes by acceptance of these Conditions to keep track of ongoing changes in the Trading Conditions and to get acquainted with these changes. In the event that the valid and effective contractual relationship between the User and the Operator changes on the basis of a change in the Trading Conditions and the User does not agree with this change, it is obliged to notify of this the Operator no later than 15 days from the publication of the change, otherwise it applies that the User agrees with the change in the Trading Conditions.
6. The Operator declares and the User takes note by the acceptance of these Conditions that stopping and parking of tour buses in the city of Český Krumlov is permitted only at places reserved for that purpose and marked with appropriate markings. Failure to respect this ban and marking is punishable as a tort and will be punished in accordance with existing general binding rules and local legal regulations. The User undertakes to get acquainted with these regulations and to follow these orders and prohibitions. If it is found out that the User or a person authorized by the User repeatedly (i.e. at least twice) has violated the obligations specified in this point of these Conditions, the Operator has the right to cancel the User Account (see below) of the User and to prevent him from making reservations via the Booking Portal. Furthermore, the Operator reserves the right to damages that would have been created by such behaviour. This provision is without prejudice to administrative responsibility for the tort of the User or its administrative offence.

II. USER ACCOUNT

1. The User can use the Booking Portal, i.e. make and change its reservations only after preceding registration at the Website through its user interface (hereinafter referred to as the "User Account"). After logging into its User Account, the User can perform individual reservations (orders) of designated spots for boarding and alighting of bus chartered transport passengers in the city of Český Krumlov.
2. When registering at the website and making the reservation, the User is obliged to provide all data correct and true. The User is obliged to update data presented in the User Account upon any change in them. The data presented by the User in the User Account and when making reservations are considered correct by the Operator. To complete the registration process, the User is prompted to approve these Trading Conditions. If

no contract arises between the User and the Operator based on the accepted order of the User (see below), the relationship between the User and the Operator is governed by these Trading Conditions only to the extent to which they are not related to the conclusion and performance of the contract itself and conditions for the operation of the BUS-STOP terminal.

3. The access to the User Account is secured by user name and password. The User is obliged to maintain confidentiality regarding information necessary to the access to its User Account and takes note that the Operator is not liable for breach of this duty by the User.
4. The User is not entitled to allow third parties use of the User Account.
5. The Operator may cancel the User Account, especially if the User has not used its User Account for more than two years (i.e. has not made any order), or when the User has breached its obligations under the Contract (including the Trading Conditions).
6. The User acknowledges that the User Account, Booking Portal, and the Website may not be available continuously, especially with regard to the necessary maintenance of the Operator's hardware and software, or necessary maintenance of hardware and software of third parties. The Operator does not assume any liability for unavailability, incomplete or improper functioning of the User Account, Booking Portal, and the Website, and so the User is not entitled for that reason to assert any claims against the Operator, including the right to compensatory damages. Likewise, the Operator does not assume any liability for third-party services relating to payment of the price for services offered by the Operator on the Booking Portal. The User acknowledges that these payment services are not part of the services offered by the Operator.

III. CONCLUSION OF CONTRACT

1. Web Portal Interface allows the User to make reservation of a spot for boarding and alighting of bus chartered transport passengers (hereinafter referred to as "Boarding and Alighting") in the territory of Český Krumlov, at the designated spots marked as BUS-STOP terminals (hereinafter referred to as "BUS-STOP Terminal". The User has the possibility to choose a specific BUS-STOP terminal and the bus arrival time for the purpose of boarding or alighting of passengers within a 20 minute time window on the chosen day. These data are subject to the current capacity utilization by other users and so the Operator does not guarantee the availability of all alternatives. In the case of filling the capacity of the given BUS-STOP Terminal at the time and date, another booking for the same time, date, and BUS-STOP terminal cannot be made. The possibility of the Operator to conclude a Contract under individually negotiated conditions is not limited by this provision. All offers placed in the Web Portal Interface are not binding and the Operator is not obliged to accept a reservation or another request (order) made by the User.
2. The Web Portal Interface also contains information on the price of the demanded service and other information necessary for the proper performance of the Contract. The User is bound by this information after accepting these Trading Conditions and undertakes to observe them.
3. To order the service (making reservation of a spot for boarding and alighting of passengers at the BUS-STOP Terminal, hereinafter referred to as the "Service"), the buyer fills the order form in the Web Portal Interface. The order form contains particularly information on:
 - the ordered Service (the User "inserts" the ordered Service into the electronic shopping cart of the Web Portal Interface),
 - the manner in which the price for the Service is to be paid and
 - information on delivery and the method for use of the Service

(hereinafter referred to collectively as the "Order").

The User is entitled to book within a single order only one entrance to the BUS-STOP terminal, i.e. only for the purpose of either boarding the passengers or for their alighting. For making reservation for passenger boarding and also alighting is thus necessary to make two orders.

The User can perform orders of Services up to three months in advance from the date of logging into the Web Portal Interface. The number of performed orders is not limited, unless it is stated otherwise in these Trading Conditions.

4. Before sending the order, the User is allowed to check and modify data which the User has entered into the order, including with regard to the User's ability to detect and correct errors made during entering data into

the order. Furthermore, it is allowed to the User to study the Trading Conditions. The User can express its consent by ticking the appropriate box after getting acquainted with the Trading Conditions. By accepting the Trading Conditions, the User also confirms that it acknowledges the processing of personal data of the User or of individuals concerned, whose personal information the User has provided to the extent determined by these Trading Conditions. The User sends the order to the Operator by clicking on the "Binding reservation" button. Data presented in the order are considered as correct by the Operator and submitting the order as the true will of the User. The User is by the submitting of its order bound by the content of the order.

5. The Operator is always entitled, depending on the nature of the order (number of ordered Services, the price), to ask the User for additional confirmation of the order (e.g. in writing or by telephone).
6. The Contract between the Operator and the User arises upon the acceptance of the order by the Operator. In case of acceptance of the order, a confirmation of the performed reservation will be sent to the User via e-mail at the e-mail address of the User indicated in the User Interface or in the order (hereinafter referred to as the "Electronic Address"). This confirmation will contain a summary of data specified in the order and a QR code that entitles the User to use the BUS-STOP terminal at the ordered time and date (hereinafter referred to as the "Confirmation"). At that time the Contract has been concluded. The text of the Contract itself is not agreed in a special, separate form, but is made up by these Trading Conditions, the information referred to in these Trading Conditions, by the order from the User, and by the acceptance of the Operator. The Operator will not perform the acceptance before the authorization of the payment of the price for the ordered Services. The Operator reserves the right to cancel an order (contract) that has already been accepted, if the User entered inaccurate data during its carrying out or otherwise breached the Contract or, if it is not possible for objective reasons to guarantee performance of the Service. The Operator is not liable in that respect for any damage and the User at the same time waives its rights to enforce any claims that might arise in respect of that.
7. The User acknowledges that the Operator is not obliged to conclude a Contract with the User, especially with persons who previously materially breached the Contract (including the Trading Conditions).
8. The User agrees with using remote communication means when concluding the Contract. The User acknowledges that this Contract is not governed by the relevant provisions of the consumer protection legislation relating to conclusion of distance contracts.

IV. PRICE OF THE SERVICE AND PAYMENT TERMS

1. The price of the Service is paid by the User immediately after submitting its order, cashlessly using a credit card (VISA, VISA Electron, V Pay, MasterCard).
2. The price of the Service is included in reservation portal including VAT. The Operator, as a VAT payer, is obliged to account to the User the price of the Service, including VAT. The confirmation, therefore, serves as a taxation document, an invoice. The User agrees by the acceptance of these Conditions with this method of sending the invoice and waives the claim for its delivery in paper form.
3. The User is allowed before sending the order also enter a discount code. Only those Users are entitled to the application of the discount code who perform or otherwise provide transportation of passengers who will be, after leaving the bus on the respective BUS-STOP terminal, accommodated in one of the cooperating tourist accommodation establishments in the city of Český Krumlov. A list of these establishments will be communicated by the Operator to the User on demand. A misuse of the discount code is considered a fundamental breach of the Contract.
4. The Confirmation also serves as a discount coupon for bus parking lots operated in Český Krumlov by the Operator and marked as P-BUS. More detailed information about arrival, equipment, and conditions of use of these parking lots can be found on the Website.

V. AMENDMENT AND RESCISSION OF THE CONTRACT

1. The User is entitled, after logging into its User Account, to amend its confirmed orders (hereinafter referred to as the "Accepted Orders") by rescheduling to other available time and date, always up to 30 minutes before the confirmed term of arrival to the respective BUS-STOP terminal. This service is not charged by the Operator, however, the User undertakes to do so only for serious reasons (e.g. bus delay, cancellation of the tour). The User undertakes not to make bulk orders without having a sufficient degree of certainty that it

actually will use these orders. The User acknowledges and agrees that the Operator monitors the User's order history, i.e. the User collects and processes information on the orders made, their changes, and the use or non-use of the ordered Services. If the Operator finds out on the basis of this monitoring that the User has changed for any period of three consecutive calendar months more than 50% of its orders, then the Operator is entitled to cancel to such a User its User Account and/or to assert a claim against the User for compensation of the damage suffered as a result.

2. The User is not entitled to rescind the Contract or to cancel it unilaterally in any other way and to demand refunding of the price paid or part thereof, unless legal conditions for this are met or it is expressly provided so by these Trading Conditions. The User is allowed to cancel an Accepted Order in its User Account without entitlement to refunding the price paid, nevertheless, the User is not obliged to use this feature even when knows that it will not use the Service ordered and will not change the order for different term according to par. 1 of this Article V. If the User still performs that, it enables the use of the term by another User. If the User does not cancel the Accepted Order and still does not use the ordered Service, it is not a breach of the Contract. However, the User is not entitled to any refund of the price paid for the Service or to any other claim.

VI. CONDITIONS FOR USE OF THE BUS STOP TERMINAL

1. The User or a carrier appointed by the User must get acquainted with the provisions of this Article VI. of the Trading Conditions of the respective bus driver who uses the Services ordered (the Accepted Order), i.e. enters the BUS-STOP terminal. The User is directly liable for fulfilment of the obligations by the driver. Where, therefore, the User is mentioned in this part of the Trading Conditions, as the User is also understood the bus driver.
2. The User, when arriving at the respective BUS-STOP terminal identified in the Confirmation, loads in front of the barrier the QR code placed on the Confirmation. The Confirmation can be used which is printed on white, clean, unwrinkled paper or QR code in a mobile phone, tablet or other suitable electronic device. The barrier system verifies the QR code validity and, in case of positive authorization, it issues a parking ticket to the User and opens the barrier. The user is authorized to enable the boarding or alighting of passengers only at a spot designated for this purpose. When moving at the BUS-STOP Terminal, the User obeys the respective marking and information from the staff, which have priority over the marking. The User must ensure that the bus, which passengers have left or to which passengers have boarded, leaves the premises of the BUS-STOP Terminal immediately after boarding or alighting of passengers. Before leaving the BUS-STOP Terminal, the User inserts the parking ticket back into the barrier parking system, which will allow him to raise the barrier and leaving the BUS-STOP Terminal. The BUS-STOP Terminals serve solely to pick up and set down passengers, not for other purposes, e.g. loading or unloading passengers' luggage from the luggage compartment.
3. If the User is not equipped with a valid QR code, when arriving at their respective BUS-STOP Terminal (arrives before or after the scheduled term, arrives without a made or Accepted Order) or the QR code is unreadable or otherwise unusable for reasons on the part of the User, then the User will be, if possible, allowed by the staff of the BUS -STOP Terminal to enter the terminal. The User is, however, obliged before its leaving to pay a fee (contractual penalty) for violation of the Contract terms in the amount set by the valid price list, as posted at the BUS-STOP Terminal. The User declares to get acquainted with this price list, which is also available at the Website, before placing an order and agrees with it. Without payment of the fee the User will not be allowed to depart from the BUS-STOP Terminal, unless the staff decides otherwise. Operator bears no liability in respect of that and the User is not entitled to assert any claims against the Operator. In the case of disobeying instructions given by the staff, the municipal police or the Police of the Czech Republic will be called in by the Operator. The Operator reserves the right, by means of instructions from the staff of the BUS-STOP Terminal, to refuse entry into terminal of a User with a valid QR code, if it is necessary in order to ensure public order and safety, and the traffic flow. The Operator in such a case will allow free entrance into the BUS-STOP Terminal as soon as possible, or will otherwise ensure the boarding or alighting of passengers of the User.

VII. OTHER RIGHTS AND OBLIGATIONS OF PARTIES

1. The User acknowledges that software and other components making up the Web Portal Interface (including photos and texts placed therein) are protected by copyright. The User agrees not to engage in any activity that might allow the User or third parties to interfere unlawfully with or use the software or other components making up the Web Portal Interface.

2. The User is not entitled, when using the Web Portal Interface, to use mechanisms, software, or other procedures that could adversely affect the operation of the Web Portal Interface. The Web Portal Interface may be used only to the extent that it is not at the expense of the rights of other Users and is consistent with its purpose.

VIII. PROTECTION OF PERSONAL DATA

1. Protection of personal data of the User, who is a natural person, or natural persons involved in ordering and performance of the Service (e.g. the User's employees), is provided by the Act No. 101/2000 Coll., on Personal Data Protection, as amended, and by applicable regulations of the European Union, especially the Regulation of the European Parliament and the Council (EU) of 27 April 2016 No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/ES (hereinafter referred to as the "Regulation").
2. The User acknowledges that the Operator, in order to perform the Contract and the obligations laid down by these Trading Conditions and legal regulations, processes the selected personal data of the User or data subject who is acting for the User: name and surname, address of residence, identification number, tax identification number, e-mail address, phone number, and also information relating to the payment of the Service price (hereinafter collectively referred to as "Personal Data"). If it is justified by the nature of the Service, the Operator may also process other than the above-mentioned Personal Data of subjects, though only to the extent necessary to fulfil the purpose of the Service and received in accordance with the Regulation. The Operator does not process any special categories of Personal Data, unless the subject has given explicit consent for such processing.
3. The Operator processes the above-mentioned Personal Data for the purpose of implementation of the Services offered by the Operator and the fulfilment of the obligations arising from generally binding legislation. The Operator obtains these data especially by means of orders of Service from the User, or within other communication between the Parties. The legal basis for the processing of Personal Data is thus the Contract concluded between the User, or a User for whom the data subject is acting and the Operator, or the negotiation of this Contract, or the processing is necessary for compliance with a legal obligation, which applies to the Operator, e.g. obligations arising from tax regulations. The User acknowledges that it is obliged to state its Personal Data (for registration, in its User Account, when making order through the Web Portal Interface) correctly and truthfully and that it is obliged to inform the Operator without undue delay about changes in its personal data.
4. The recipients of the Personal Data are especially authorized employees or other collaborators of the Operator, who ensure the fulfilment of the contractual and legal obligations related to the Contract, whose Party is the User or a User for whom the data subject is acting. The Operator also provides the subject's data to competent public authorities, e.g. by virtue of performing obligations laid down by tax regulations. The Operator uses for the processing of Personal Data in the first place their own staff, then external partners, as it is appropriate to streamline and improve the quality of Services provided by the Operator. The Company does not pass personal information to third parties based outside the EU. The Operator may appoint a third party as a processor to process the Personal Data of the User.
5. Data processed in order to perform the Contract, whose Party is the User, or necessary for compliance with a legal obligation (to provide delivery of the Service, to handle complaints, accounting obligations, and others) are retained for the period necessary for the proper performance of the Contract, respectively for the period set by legal regulations (Act No. 89/2012 Coll., the Civil Code, Act No. 563/1991 Coll., on Accounting, etc.), but no longer than 10 years. The User's Personal Data are processed electronically in automated manner and/or in printed form in non-automated manner, depending on the type of processing.
6. To guarantee the protection of its personal data, the User has the following rights:
 1. Right to information (right to information means all User's rights contained in Art. 13 of the Regulation, notably the User's right to knowledge of the identity and contact details of the company and the knowledge of the purpose for which the User's Personal Data are collected and processed by the Operator).
 2. Right of access to Personal Data (right of access to personal data means all User's rights contained in Art. 15 of the Regulation, notably the User's right to obtain confirmation from the Operator whether and for what purpose the User's Personal Data are processed).

3. Right of rectification (right of rectification means all User's rights contained in Art. 16 of the Regulation, notably the right to demand the Operator to rectify without delay inaccurate or incorrect Personal Data that relate to the User).
4. Right to erasure - right to be forgotten (the right to erasure means all User's rights contained in Art. 17 of the Regulation, notably the right of the User that the Operator deletes without undue delay at the request of the User its Personal Data, provided that the conditions of the Regulation for this are fulfilled).
5. Right to restriction of processing (the right to restriction of processing means all User's rights contained in Art. 18 of the Regulation).
6. Right to data portability (right to data portability means all User's rights contained in Art. 20 of the Regulation, notably the right of the User to obtain its personal data provided to the Operator, in a structured, conventional, and machine-readable format).
7. The right to object (right to object means all User's rights contained in Art. 21 of the Regulation).
8. If the User finds out or when the User considers that the Operator processes its Personal Data in violation of the protection of the private life of the User, in violation of the Regulation, or in violation of the law, the User may require explanation or require removal of such a condition. In particular, it may be blocking, rectification, supplementing, or liquidation of personal data.
9. If the Operator fails to arrange the rectification, the User has the right to submit a complaint to the Office for Personal Data Protection, who plays the role of the supervisory authority in matters of privacy. The right of the User to other means of judicial and administrative protection is not affected thereby.
7. If the User asks for information about the processing of its Personal Data, the Operator must submit this information to the User. The Operator has the right to demand for provision of the information pursuant to the preceding sentence a reasonable compensation, not exceeding costs necessary for providing the information.
8. The Operator establishes and maintains the position of the Appointee for Personal Data protection. Contact details of the Appointee are published on the Website of the Operator.

IX. DELIVERY

1. Unless agreed otherwise, all correspondence related to the Contract must be delivered to the other Contracting Party in writing, via electronic mail, in person, or by registered letter by a provider of postal services (selected by the sender). The delivery to the User is performed to the e-mail address specified in its User Account.
2. The message is delivered:
 - in case of delivery by e-mail upon receipt by incoming mail server; integrity of messages sent by electronic mail may be secured by a certificate,
 - in case of delivery in person or by postal service provider upon the takeover of the consignment by the addressee,
 - in case of delivery in person or by postal service provider also upon denying receipt of the consignment, if the addressee (or a person authorized to accept the consignment for it) denies to accept the consignment,
 - in case of delivery by postal services provider upon the expiry of the period of ten (10) days from the lodging of the consignment and inviting the addressee to accept the consignment, if the lodging of the consignment at the postal service provider has taken place, even if the addressee has not learned of the lodging.

X. FINAL PROVISIONS

1. If the relationship related to use of the Website, Booking Portal, Web Portal Interface, or the legal relationship established by the Contract contains international (foreign) element, then the Parties agree that the relationship is governed by Czech law and any dispute shall be resolved by the ordinary court of the Operator, i.e. the District Court in Český Krumlov, or as applicable, the Regional Court in České Budějovice, if the case is to be heard by the regional court having the substantive jurisdiction.
2. By the acceptance of these Conditions, the User declares to be entitled to operate chartered bus transportation and to hold a licence for entrepreneurial activity for operation of other services and to have ensured or ensure the transportation of passengers only by authorized persons.
3. If any provision of the Trading Conditions is invalid or ineffective, or becomes such, the invalid provision will be replaced by a valid provision whose meaning is closest to the invalid provision. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the remaining provisions. Amendments and supplements to the Contract or the Trading Conditions require written form.
4. The Contract including the Trading Conditions is archived by the Operator exclusively in electronic form.
5. Contact details of the seller: address for delivery Českokrumlovský rozvojový fond s.r.o., IČ 423 96 182, with the registered office at Masná 131, 381 01 Český Krumlov, e-mail address busstop@ckrumlov.info

In Český Krumlov on 1 May 2019