

TERMS AND CONDITIONS

Tomáš Jilík, ID No.: 67556221, with registered office at Aleny Santarová 1450/5, 156 00, Prague 5 - Zbraslav (hereinafter referred to as the "**Operator**"), governing the terms and conditions of use of the mobile application "Tom's Gastro Guide" operated by the Operator (hereinafter referred to as the "**Application**").

1. SUBJECT OF THE TERMS AND CONDITIONS

- 1.1. These terms and conditions (hereinafter referred to as "**Terms and Conditions**") govern, in accordance with the provisions of § 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), the process of concluding and the terms and conditions of the contract between the Operator and the user of the Application (hereinafter referred to as the "**User**"), on the basis of which the Operator allows the User to use the Application (hereinafter referred to as the "**Contract**"). The provisions of the Terms and Conditions are an integral part of the Contract from the moment of its conclusion.
- 1.2. Arrangements deviating from the Terms and Conditions may only be agreed in writing. Such deviating arrangements are part of the Contract and take precedence over the provisions of these Terms and Conditions.
- 1.3. The Terms and Conditions apply to cases where the User is a consumer (a person who uses the Application outside the scope of his/her business activity or the scope of his/her independent exercise of his/her profession). The Application is not intended for business users.

2. APPLICATIONS

- 2.1. In order to use the Application, it is necessary to download it to the User's supported mobile device from the relevant mobile application marketplace (Google Play, App Store, or others where the Application is currently offered by the Operator, hereinafter referred to as the "**Application Marketplace**").
- 2.2. A Supported Mobile Device is one that meets the minimum system requirements that we list for the App in the App Marketplace and/or on the Operator's website.
- 2.3. An internet connection is required to use the Application. It is the responsibility of the User to ensure the Internet connection. The cost of the internet connection is borne by the User.
- 2.4. User registration is not required to use the Application.
- 2.5. The User can download, install and use the application in its basic form (without paid content) free of charge. However, not all features or content may be available in the free version. Features or content that the Operator makes available for a fee are designated as paid content in the Application ("**Paid Content**").

3. CONCLUSION OF THE CONTRACT

- 3.1. The conclusion of the Agreement occurs at the moment of acceptance of these Terms and Conditions by the User when the Application is first launched. Upon first launching the Application, the User also confirms that:
 - 3.1.1. is a natural person - a consumer, has sufficient legal capacity to enter into the Agreement and use the Application and by entering into the Agreement and using the Application in accordance with these Terms and Conditions does not violate any legal regulation or other obligation;
 - 3.1.2. takes note of the Information on personal data processing available for viewing in the Application, in the relevant Application Marketplace or on the Operator's website at www.tomsgastroguide.com (hereinafter referred to as the "**Operator's Website**").

4. PACKAGED CONTENT

- 4.1. The Operator shall make the Paid Content available to the User on the basis of a contract for the purchase of Paid Content concluded directly in the Application (hereinafter referred to as the "**Content Purchase Agreement**"), upon payment of the price of the Paid Content, the current amount of which is always indicated for the specific Paid Content in the Application (hereinafter referred to as the "**Content Price**").
- 4.2. The User shall purchase the Paid Content by selecting the specific offer of the Paid Content he/she is interested in, the period of time for which he/she wants to make the Paid Content available according to the offer in the Application and using the relevant button in the Application to pay for the Paid Content directly in the Application interface using the available non-cash payment method. The Content Purchase Agreement is concluded at the moment of payment of the Content Price. The terms of the Content Purchase Agreement are governed by these Terms and Conditions.
- 4.3. The Operator will confirm the purchase of the Paid Content to the User by e-mail (via the operator of the Application Marketplace).
- 4.4. The Paid Content will be made available to the User directly in the Application without undue delay after the conclusion of the Content Purchase Agreement, within 2 (two) business days at the latest. By purchasing the Paid Content, the User expressly requests that the Paid Content be made available before the 14 (fourteen) day statutory withdrawal period of the Content Purchase Agreement expires.
- 4.5. Paid Content is made available to the User for the duration of the Content Purchase Agreement, as selected by the User when purchasing Paid Content on the Application. Upon termination of the Content Purchase Agreement, access to the Paid Content is automatically terminated.
- 4.6. Paid content mainly includes information about restaurants and other catering establishments, which serves to present these establishments to the general public. Paid Content can only be viewed on the Application. The Operator uses reasonable efforts to ensure that the information in the Paid Content is current and correct, but does not guarantee its timeliness, completeness or correctness. The Operator is entitled to update, add, remove or make unavailable the information in the Paid Content on an ongoing basis, in particular if it violates legal regulations or the rights of third parties.

- 4.7. Apps with Paid Content are provided without additional accessories. Instructions on how to use the Application and the Paid Content are provided on the Operator's Website, in the Application Marketplace or directly in the Application. The Operator is not obliged to provide additional manuals, documentation or other instructions for the Application or the Paid Content.

5. PRICE AND PAYMENT TERMS

- 5.1. The price for Paid Content is always indicated directly in the Application for the specific Paid Content offer for a specific period ("**Content Price**"). Unless otherwise indicated, the Content Price includes value added tax. The Content Price displayed in the Application may be changed by the Operator at any time; however, a change in the Content Price for a Paid Content offer in the Application does not affect the Content Price already paid by the User for the current Paid Content subscription period, the change will only be reflected in the next period. The Operator will inform the User of the increase in the Content Price via the payment method operator.
- 5.2. The User shall pay the price of the Content directly in the interface of the Application using one of the available payment methods (in particular Apple Pay and Google Pay). These services are operated by third parties and are subject to the separate terms and conditions of the respective operators.
- 5.3. By paying the Content Price, the User agrees that the operator of the payment method used may debit the User with the amount of the Content Price automatically in the event of renewal of the Content Purchase Agreement for a further period, at the latest on the first day of the new period, and until the User rejects this option within the subscription management of the respective operator of the Application Marketplace. If the Content Price cannot be automatically charged due to insufficient funds, invalid credit card or other reason, the Operator may suspend access to the Paid Content until the Content Price is paid.
- 5.4. The price of the Content is paid when the corresponding amount is credited to the Operator's account. Together with the confirmation of the conclusion of the Content Purchase Agreement, the Operator shall send the User (via the operator of the Application Marketplace) a tax receipt for the Content Price with the requisites according to the legal regulations.

6. OTHER CONDITIONS OF USE OF THE APPLICATION

- 6.1. The User shall use the Application and all of its content solely in accordance with the law and these Terms and Conditions. The User is not authorised to use the Application or its content for any other purpose or in any other way than as set out in these Terms and Conditions. In particular, the User shall:
- 6.1.1. shall not interfere with the rights of third parties or the Operator in the use of the Application or in connection therewith and shall not use the Application or its content in an unlawful manner or for unlawful purposes,
- 6.1.2. not to tamper with the Application, not to attempt to access the Application in any way other than through the designated interfaces, in particular not to reproduce, modify,

decompile or otherwise interfere with the Application, related source codes and documentation in any way, unless expressly authorized to do so in writing by the Operator,

6.1.3. will not resell or otherwise provide Paid Content or other data and information obtained from the Application to third parties, whether for a fee or not,

6.1.4. will not use the Application in a manner that could damage it (including interfering with the software or hardware on which the Application is operated) and will not use the Application in a manner that could cause overload, impairment or other threats to the operation of the servers on which it is operated.

6.2. Users are not allowed to upload their own content to the Application.

6.3. In the event of a breach of any obligation under this clause 6 of the Terms and Conditions by the User at the Operator's request, the User shall compensate for all damages (material and non-material) caused by the breach of the given obligation in the amount calculated by the Operator, including in particular compensation for the costs of any sanctions imposed on the Operator and the costs of judicial, administrative or other proceedings, including the costs of legal representation in the full amount incurred in connection with the breach of the User's obligation. The User shall furthermore be obliged to remedy the situation at the Operator's request and to ensure, at its own expense, that there is no further breach of the Agreement. Other possible claims of the Operator arising from legal regulations are not affected by this.

7. APPLICATION AND CONTENT LICENSES

7.1. The App, including the Paid Content and other content and software that runs the App, are protected by law as works of authorship or other protected intangibles.

7.2. Based on the Agreement, or partial Contracts for the purchase of content, the User acquires the non-exclusive right to use the Application, or the relevant Paid Content for the time, for the purposes, to the extent and in the manner necessary to use the Application in accordance with these Terms and Conditions (i.e. The license is granted for the term of the Agreement, or in the case of Paid Content, for the term of the Content Purchase Agreement, but not longer than the expiration of the copyright term of the Application or Paid Content.

7.3. The User is not entitled to sub-license the Application or the Paid Content, assign the License to another person, or otherwise provide the Application, the Paid Content or the License thereto to another person.

7.4. The User may not use the Application or its content for commercial purposes (whether for his/her own benefit or for the benefit of a third party). The User may not make the Application or its contents available to third parties. The User will not be provided with the source code of the Application; the User is not entitled to discover, decompile or otherwise use it. The User may not interfere in any way with the Application or its contents, modify it, create copies of it, combine it with another work or include it in a collective work. All legal licenses or free uses in relation to the Application and its content for the benefit of the User, which may be excluded by agreement of the parties, are excluded.

8. UPDATES, APPLICATION CHANGES

- 8.1. There is no obligation on the Operator to provide updates. However, the Operator may, at its sole discretion, provide the User with access to a new version of the Application by offering it for download on the Application Marketplace. In particular for updates to ensure that the App is functional, secure and free of defects, the Operator may also designate the new version of the App as a mandatory update, in which case the User shall replace the original version with the new version of the App on its mobile device without undue delay. Otherwise, the Application may not be safe and/or functional and the User shall not have rights of defective performance in connection with defects caused by the use of an outdated version of the Application.
- 8.2. The Operator is entitled to make changes to the Application (add, change or remove its features) at any time for the following reasons:
 - 8.2.1. comply with the requirements of the laws and regulations governing the operation of the Application and the provision of Paid Content,
 - 8.2.2. make technical changes necessary to adapt the Application to new technologies; or
 - 8.2.3. improvements, streamlining of the Application,("Application Change").
- 8.3. Changing the Application will be free of charge for Users.
- 8.4. Should the Application Change adversely affect the User's ability to use the Paid Content (e.g. the Paid Content will no longer be available), the User shall have the right to terminate the Content Purchase Agreement within 30 (thirty) days from the date on which the User was notified of the Application Change or the date on which the Application Change was made, whichever is later; in this case, the Operator shall refund to the User a pro rata portion of the Content Price, taking into account the period of time for which the Paid Content has been available to the User.

9. DEFECTS AND CLAIMS

9.1. If the User uses the Application without Paid Content:

9.1.1. The Operator provides the Application on an "as is" basis, i.e. the Operator makes no warranties or representations with respect to the Application without Paid Content, and does not warrant to the User that the Application will be available, functional, secure or free from other defects, or fit for any particular purpose. No claim for defective performance or damages shall arise to the User by reason of the unavailability or non-functionality of the Application.

9.1.2. In the event of problems with the Application (if it is unavailable, does not work, etc.), the User may contact the Operator through the customer support, see Art. 10; however, the Operator does not guarantee any response or resolution times.

9.2. If the User has purchased Paid Content:

9.2.1. If the Paid Content has defects, the User as a consumer has the rights set out in the Complaints Policy, which is Appendix 1 to these Terms and Conditions (hereinafter

referred to as the "**Complaints Policy**"). The User may exercise these rights in accordance with the procedure set out in the Complaints Terms.

10. SUPPORT

10.1. In case of questions, complaints or in order to solve problems with the Application, the User may contact the Operator via:

10.1.1. e-mail: support@tomsgastroguide.com

10.1.2. phone: +420 702 188 017

10.2. The Operator will inform the User of the result of the resolution of his request in the manner used by the User to contact.

11. PAUSE THE APPLICATION

11.1. The Operator may temporarily suspend the User's ability to use the Application, its individual functions or access the Paid Content for the period of time necessary to verify or refute the suspicion (hereinafter referred to as "**Application Suspension**") in the event of a suspected violation of the Terms and Conditions by the User and in other cases provided for in these Terms and Conditions. The Operator shall notify the User of the Application Suspension and the reason for it in the Application interface. In the event that the suspicion is refuted, the Operator shall restore the Application in full without undue delay. The User shall not have any claims against the Operator in connection with the suspension of the Application in accordance with this Article.

12. DURATION AND TERMINATION OF THE CONTRACT

12.1. The Agreement (allowing the use of the Application without Paid Content) is concluded for an indefinite period of time. The User may terminate the Agreement at any time by uninstalling and deleting the Application and its data from all of its mobile devices. The User acknowledges that in such case he/she will lose access to the Paid Content.

12.2. The Content Purchase Agreement is always concluded for the period specified in the Paid Content offer in the Application as the period for which the Paid Content is subscribed. The Content Purchase Agreement shall be automatically renewed for a further period if the User does not refuse the renewal within the scope of the management of his subscriptions with the respective Application Marketplace operator no later than on the last day of the current Content Purchase Agreement period.

12.3. The Operator may terminate the Agreement by notice if the User has materially breached the terms of use of the Application or any other obligation set out in the Terms and Conditions. The Operator shall notify the User of the termination in the Application or by e-mail. The Contract shall end on the day following the day of delivery of the notice to the User.

12.4. Either Party shall be entitled to terminate the Contract without further notice in the event of the other Party entering into liquidation or final declaration of bankruptcy.

- 12.5. The termination or expiry of the Agreement, or the Content Purchase Agreement, also results in the termination or expiry of all rights to use the Application, or the Paid Content, which were granted to the User on the basis of the Agreement, or the Content Purchase Agreement.
- 12.6. Upon termination or expiration of the Agreement, the Operator shall make the Application and all of the User's Paid Content unavailable. The Content Price already paid shall not be refunded, even in part, unless the Terms and Conditions expressly provide otherwise.

13. WITHDRAWAL FROM THE CONTRACT FOR THE PURCHASE OF CONTENT

- 13.1. If the Operator is in default in making the Paid Content available in violation of par. 4.4 of the Terms and Conditions, the User has requested the Operator to make it available within an additional period of time, not less than three (3) days, and the Operator has not fulfilled its obligation, the User may withdraw from the Content Purchase Agreement. In such case, the Operator shall refund to the User the Content Price paid according to the Content Purchase Agreement from which the User withdrew, within 14 (fourteen) days, through the payment method used by the User to pay the Content Price. The User may withdraw from the Content Purchase Agreement without additional time only if it is clear from the Operator's statement or the circumstances that the Operator will not fulfil its obligation.
- 13.2. The User may not withdraw from the Content Purchase Agreement within the statutory period of 14 (fourteen) days from the date of its conclusion, if the User has agreed that the Paid Content will be made available to him before the expiry of this period, the Operator has sent him a confirmation of the conclusion of the Content Purchase Agreement in accordance with para. 4.3 of the Terms and Conditions, and has been advised that his right to withdraw in such a case shall be extinguished.
- 13.3. If the conditions under par. 13.2 of the Terms and Conditions, the User may withdraw from the Content Purchase Agreement within 14 (fourteen) days of its conclusion, even without giving any reason. The User may use the sample form attached as Appendix 2 to these Terms and Conditions to withdraw (but is not obliged to do so).
- 13.4. If the User withdraws from the Agreement or the Content Purchase Agreement, the Operator may prevent the User from further use of the Application or the relevant Paid Content. The User may not continue to use the Application or the Paid Content after withdrawal.

14. MUTUAL COMMUNICATION

- 14.1. All notices between the Operator and the User relating to these Terms and Conditions, the Agreement or the Registration, or to be made on the basis thereof, must be made in writing and delivered to the other party. The written form requirement is complied with if the notice is given electronically via the Application interface or even if the notice is sent electronically as an attachment to an email message in PDF format via the following contacts:

14.1.1. Contact details of the Operator: see Art. 10 10 of the Terms and Conditions;

14.1.2. the User's contact email provided by the operator of the payment method used to pay the Content Price.

15. DATA PROTECTION

15.1. Information on the processing of Users' personal data in connection with the use of the Application can be found in the document "Information on the processing of personal data" available on the Operator's Website or in the relevant Application Marketplace.

16. CONSUMER DISPUTE RESOLUTION

16.1. If a consumer dispute arises between the User and the Operator that cannot be resolved by mutual agreement, the User may submit a proposal for out-of-court resolution of such dispute to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz. web: adr.coi.cz. The User may also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr>.

17. PROVISIONS REQUIRED BY OPERATORS OF APPLICATION MARKETPLACES

17.1. The Agreement and all Contracts for the purchase of Content are concluded only between the User and the Operator. The Operator of the App Marketplace is not a party to any of them. The Application Marketplace Operator is not responsible for the features, operation, functionality, service or maintenance of the Application.

17.2. However, if the Application does not comply with the warranty provided by the Operator, the User may notify the operator of the Application Marketplace, who may refund the User's payment for the Application under the terms of the Application Marketplace. However, the Application Marketplace Operator shall have no other obligation to settle any claims arising from the failure to comply with the warranties or defects of the Application, no obligation to compensate for any damages or other expenses.

17.3. If a User has downloaded the App from the Apple Store App Marketplace, the User may only use the App on Apple-branded products owned or possessed by the User as permitted by the usage rules set forth in the Apple Media Services Terms of Use, except that other accounts associated with the User through Family Sharing, Bulk Purchasing, or as a contact for the User's estate may access and use the App.

17.4. Any claims by third parties for alleged infringement of intellectual property rights in connection with the use of the Application shall be resolved by the Operator, not by the operator of the Application Marketplace.

17.5. The Application Marketplace Operator may enforce the User's compliance with the Agreement.

17.6. User represents and warrants that (i) it is not located in a region that is subject to a U.S. government embargo or has been designated by the U.S. government as a

terrorist-supporting region; and (ii) it is not listed on any U.S. government list of prohibited or restricted parties.

17.7. The User must comply with the terms and conditions of third party service providers (e.g. internet service provider) when using the Application.

18. COMMON AND FINAL PROVISIONS

18.1. To the maximum extent permitted by Czech law, the Operator shall not be liable for any damage incurred by the User in connection with the use of the Application. The Operator shall only reimburse the User for damages caused by the User's gross negligence or the Operator's intent in using the Application, or such damages for which the claim for reimbursement cannot be validly waived.

18.2. The User agrees to the use of remote means of communication when concluding the Agreement. Costs incurred by the User when using remote means of communication in connection with the conclusion of the Contract (in particular the cost of Internet connection, the cost of telephone calls) shall be borne by the User. The Contract may be concluded in the Czech language.

18.3. The Operator is entitled to amend or change these Terms and Conditions at any time. This addition and/or change will be published in the Application interface. On the effective date of the new version of the Terms and Conditions, the previous version of the Terms and Conditions shall cease to be effective. In the event that the User does not agree with the changes, the User has the right to terminate the use of the Application at any time.

18.4. If any provision of these Terms and Conditions is invalid or unenforceable, such fact shall not affect the validity or enforceability of the remaining provisions of these Terms and Conditions.

18.5. The User may not transfer or otherwise encumber its claims against the Operator without the Operator's written consent. The User agrees that the Operator has the right to assign the Agreement, the Content Purchase Agreement or any part thereof to a third party.

18.6. Section 1740(3) of the Civil Code shall not apply.

18.7. These Terms and Conditions as well as the Contract and all legal relations arising from them are governed by the law of the Czech Republic.

18.8. This version of the Terms and Conditions shall take effect on 01.11.2023.

ANNEXES:

- Complaints policy
- model withdrawal form

COMPLAINTS POLICY

1. INTRODUCTORY PROVISIONS

- 1.1. The Complaints Policy regulates the User's rights arising from defects in the Application and the procedure for exercising his/her rights. The Complaint Terms apply if the User is a consumer and uses the Application including the Paid Content. The Complaint Terms do not apply to the Application without Paid Content.

2. USER RIGHTS, COMPLAINT PROCEDURE

- 2.1. The User may claim a defect that appears or occurs in the Application with Paid Content during the term of the Agreement.
- 2.2. The User shall submit the notification of the complaint in writing via the contact details specified in Art. 3 Complaint Conditions. In the notification of the complaint, the User shall at least:
 - 2.2.1. confirmation of the conclusion of the Content Purchase Agreement to which the complaint relates; the Operator sends the confirmation in accordance with par. 4.3 of the Terms and Conditions;
 - 2.2.2. a description of the problem with the Application, and
 - 2.2.3. what the Operator requires from the Customer (what his/her right from the defective performance he/she claims, see further these Complaint Conditions).
- 2.3. If the Application has a defect, the User may request its removal, unless it is impossible or unreasonably expensive to do so.
- 2.4. The Operator shall remedy the defect within a reasonable time after it has been identified so as not to cause the User significant inconvenience, taking into account the nature of the Application and its purpose.
- 2.5. The User may request a reasonable discount from the Content Price or withdraw from the Content Purchase Agreement if:
 - 2.5.1. The operator has not remedied the defect in accordance with par. 2.4 of the Complaint Conditions or it is evident from the Operator's statement or from the circumstances that the defect will not be rectified within a reasonable time or without significant inconvenience to the User,
 - 2.5.2. the defect remains after removal, or
 - 2.5.3. the defect is a material breach of the Content Purchase Agreement.
- 2.6. The User may not withdraw from the Content Purchase Agreement if the defect is insignificant.
- 2.7. Withdrawal can only be made to the extent of the defective performance, i.e., if the User should be refunded, it will be to the extent that the Application was defective with respect to the duration of such defect.

- 2.8. The Operator shall return the sums of money that the Operator has to give to the User due to the defective performance at its own expense without undue delay, but no later than within 14 (fourteen) days from the date when the User has exercised the relevant right from the defective performance with the Operator. In doing so, it shall use the same method as the User used to pay the relevant amount, unless the User expressly agrees otherwise and no costs are incurred.
- 2.9. The User has no rights and no defects in the event that he/she has not updated the Application and the defect has arisen only as a result of the failure to update.
- 2.10. In order to verify the nature of the defect, the User shall provide the Operator with the necessary cooperation to the extent reasonably requested. If the User refuses to provide such cooperation, it shall be the User's burden to prove that the Application is defective.

3. CONTACT DETAILS

- 3.1. In order to make a complaint, the User is obliged to use one of the following contacts:
 - 3.1.1. E-mail: support@tomsgastroguide.com,
 - 3.1.2. delivery address: 1450/5 Aleny Santarová, Prague 5 Zbraslav, 156 00.
- 3.2. The Operator shall contact the User in the manner used by the User to communicate with the Operator or to the User's e-mail address available to the User.

4. FINAL PROVISIONS

- 4.1. The provisions of the Complaints Policy do not affect the User's rights and obligations under the Terms and Conditions (especially with respect to the right to withdraw from the Content Purchase Agreement and others).
- 4.2. A sample complaint notification is attached.
- 4.3. This Complaints Procedure shall enter into force and effect on 1 November 2023.

SAMPLE FORM FOR WITHDRAWAL FROM A CONTENT PURCHASE CONTRACT

(fill in this form and send it to the Operator only if you want to withdraw from the Content Purchase Agreement according to the provisions of par. 13.3 of the Terms and Conditions governing the use of the Application)

Operator: Tomáš Jilík, ID No.: 67556221, registered office Aleny Santarová 1450/5, 156 00, Prague 5 - Zbraslav

I withdraw from the Agreement to purchase the Tom's Gastro Guide App Content specified below:

First name, last name:	
Address:	
Contact e-mail:	
The date of payment for Paid Content on the App:	
What Paid Content was that:	
Account number (for refund):	
Date, signature (if sending in paper form)	
Attach the Operator's confirmation (or at least its number) that the Operator has sent for payment of the Paid Content.	