

# GENERAL TERMS AND CONDITIONS

of the company

## **Organizers Support, s.r.o.**

Registered at Rubeška 215/1, Prague 9 - Vysočany, postcode: 190 00, Czech Republic

Corporate ID: 04244885, Tax ID: CZ04244885

Recorded in the Commercial Register maintained by the Municipal Court in Prague, File No. C 244472

## **1 OPENING PROVISIONS**

- 1.1. These General Terms and Conditions (hereinafter the “**GTC**”) define the basic rules applicable to the relationships between Organizers Support, s.r.o., registered at Rubeška 215/1, Prague 9 - Vysočany, postcode: 190 00, Czech Republic, corporate ID: 04244885, recorded in the Commercial Register maintained by the Municipal Court in Prague, File No. C 244472 (hereinafter “**ORGSU**”) and Customers, as long as these relationships pertain to the provision of Services for the planning and support of the implementation of Events, their marketing support, registration of participants, collection of participation fees, timing, etc.
- 1.2. By registering, filing an order, using or accessing any service or part of services of ORGSU, whether through ORGSU or its partners, the Customer expresses his or her unconditional consent with these GTC. Any changes in, amendments to, reservations to, limitations or variations of these GTC by the Customer shall be excluded.
- 1.3. The business terms and conditions have been prepared in the Czech and English languages and any other language versions shall not be binding.

## 2 DEFINITION OF TERMS

- 2.1. **Software** – Computer programme or a set of computer programmes, the copyright to which is held by ORGSU, and related documentation or manuals in both an electronic form and in hardcopies, as well as any and all updates, supplements or new versions of the Software provided by ORGSU. The Software enables planning and support or implementation of Events and, among other things, it facilitates establishing interconnections among individuals participating in Events, registration of participants and collection of participation fees for the registration for races held as part of the Events. The Software's operation shall be provided for by ORGSU on its own equipment or on the equipment of third parties. ORGSU provides Services through the Software. The Software shall not be subject to sale and ORGSU offers Services through the Software that can be used on the basis of Licences.
- 2.2. **Services** – Function of the Software, the use of which is offered by ORGSU. The scope of the Services can change in time; the currently available Services shall be specified in the ORGSU Shop or in the Software.
- 2.3. **Licence** – The right to use that involves the authorisation to use the relevant parts of the Services. The number or composition of the Licences depends on the scope of the Services and can change in time; the currently offered Licences shall always be specified in the ORGSU Shop or in the Software.
- 2.4. **Event** – A one-day or several-day event, during which races or similar other events are organised by the Organizer.
- 2.5. **User** – A natural person who has his or her user account opened in the Software and who uses the Services. The User can be the Event's participant or an Organizer, or can have one of the permitted roles within the Organizer.
- 2.6. **User Account** – The User's or Organizer's account in the Software.
- 2.7. **Organizer** – A holder of the Licence who uses the Services to support the organisation of the Events, races or series of races, tracks time or processes races' results, and/or presents term sheets and other information on the Events organised by other Organizers.
- 2.8. **Agent** – A person authorised by ORGSU to offer or mediate the Services in his or her own name and for his or her own account.
- 2.9. **Country Manager** – ORGSU's representative for one or more countries/regions.
- 2.10. **Licence Price** – The price presented in the ORGSU Shop for a specific Licence; the price for certain Licences can be determined as zero (the "free" or "testing" Licence).

- 2.11. **Operating Fee** – The charge specified in the ORGSU Shop for a specific Licence that is usually determined as a percentage of the fee for the participation in an Event (race fees) or another income achieved by the Organizer through the Service.
- 2.12. **ORGSU Shop** – An internet shop run by ORGSU on a web page located on the ORGSU Website and available through a web interface.
- 2.13. **ORGSU Website** – The internet site of ORGSU at [www.orgsu.org](http://www.orgsu.org).
- 2.14. **Customer** – The User or Organizer for the purposes of these GTC.

### **3 SERVICES, SOFTWARE AND LICENCE LIMITATIONS**

- 3.1. The Customer shall be authorised to use the Services only to the extent specified by these GTC, the relevant Licence and in compliance with the laws of the country where the Services are used.
- 3.2. The Customer shall not be authorised to modify the Services or Software in any way, directly or indirectly or through third parties, or to make copies or derived versions of the Software or the Services.
- 3.3. The Customer shall not be authorised to seek to identify or use the Software's source code, not even in the case that he or she gains access thereto, or to modify the Software in any way, to provide it to third parties or to transfer or provide rights to the Software to third parties in a way other than the one explicitly specified in these GTC.
- 3.4. The Customer shall not be authorised to resale or distribute the Services to third parties. The Customer shall not be authorised to enable the use of the Services to persons other than those who obtained the Licence. The Customer shall not be authorised to use or to enable the use of the Services for the purposes of Events held by a person other than the Organizer who obtained the Licence.
- 3.5. The Customer shall not be authorised to change the content of the Services, the name thereof or the terms used within the Services, unless they are explicitly specified as editable within a Service.
- 3.6. The Customer shall not be authorised to engage in any activities that would lead or might lead to changes in the Services or to the unavailability thereof.
- 3.7. If the Software or part thereof is provided for downloading as part of a Service, it shall be provided only as part of the Service and shall not be used beyond the Service's scope. The Customer shall be authorised to use such Software only for the purposes of using the Service and the Licence's limitation shall be applied to such use as specified

in these GTC.

- 3.8. The granted Licences shall be non-transferable, non-exclusive and limited in terms of time, factual nature and location in the way specified for each particular Licence. The use of the Licence shall be governed by these GTC.
- 3.9. ORGSU shall be authorised to limit or remove the Licence and the access rights for the use of the Service at any time in the event of any suspicion or detection of violation of any provisions provided above, without any compensation. Upon such limitation or removal of the Licence, the Customer shall not be authorised to any compensation for the detriment suffered by him or her, and the limitation or removal of the Licence shall not affect the Customer's duty to pay the Licence Price or the Operating Fees.
- 3.10. In using the Service, the Customer shall be obliged to comply with legal regulations, including tax regulations, effective in the countries where he or she is the tax resident, including the countries specified in his or her User Account or in the company profile.

#### **4 RELATIONSHIPS BETWEEN ORGANIZERS AND THIRD PARTIES**

- 4.1. ORGSU shall not be a participant in relationships between the Organizers and Users or third parties.
- 4.2. If an Organizer uses part of the Service within its relationships with the Users and that part of the Service enables the Organizer to establish an e-shop or incorporate the e-shop in the Organizer's solution, the Organizer only uses the technical solution enabling the establishment or operation of the e-shop. ORGSU is not the supplier of services or goods offered by the Organizer who uses the e-shop, does not provide any quality guarantees for such services or goods, does not have responsibility for the provision or delivery thereof to the Users, and does not process complaints with respect to such services or goods. The Service does not support payments for services and goods offered in the e-shop by the Organizer.
- 4.3. Claims of the Users against the Organizer of a particular Event shall be asserted against that Organizer and not against ORGSU.

#### **5 USER ACCOUNT AND REGISTRATION**

- 5.1. Each User, Organizer, Agent and Country Manager must have a User Account opened. Each Organizer must register at least one company profile, to which its User Account is attached.
- 5.2. The User Account of an Organizer, Agent or Country Manager can only be opened by

a User older than 18 years of age. The Organizer shall make sure that a User Account of a User below 18 years of age will be opened in compliance with the applicable legal regulations and where required by those regulations, the Organizer shall also be responsible for obtaining a consent of such User's statutory representative.

- 5.3. If the User establishes an Organizer's company profile and User Account, the User shall represent and warrant at the same time that he or she is authorised to represent the Organizer in relation to ORGSU.
- 5.4. Only true, valid and complete information on the relevant individuals as required in the registration form upon registration shall be provided in the User Account. Data beyond the scope of mandatory data shall be provided at the discretion of the User Account's owner to make the data sufficient for the use of the Services in the owner's opinion. The responsibility for the content of the information in the User Account, including the compliance thereof with effective legal regulations shall rest with the relevant owner of the User Account.
- 5.5. The information provided in the User Account must not include information that violates legal regulations, infringes third party rights or ORGSU's rights, misleading, racist or offensive information, invectives, etc.
- 5.6. The data provided in the user Account and during the registration for the Events or when ordering goods and services, as appropriate, shall be considered sufficient if adequate in terms of the Service's operability. ORGSU or the Organizer shall not be responsible for the factual accuracy of the data provided in the User Accounts.
- 5.7. ORGSU shall be authorised to disclose information from the User Account in compliance with the purpose of the Service.
- 5.8. The access to the User Account shall be secured with a user name and password. The User shall be obliged to keep the information needed to access his or her User Account confidential. The User shall not be authorised to enable the use of his or her User Account to third parties.
- 5.9. ORGSU shall be, at its own discretion, authorised to modify untrue, incomplete, speculative or inaccurate information contained in the User Account or company profile or information violating the rules as specified by these GTC, or to cancel the relevant User Account or company profile without compensation. ORGSU shall also be authorised to prevent the opening of additional User Accounts or company profiles or to cancel other User Account or company profiles if they are identical, in terms of the content thereof, with the User Account or company profile that were cancelled by ORGSU under this provision or if ORGSU can justly believe that they are connected with such cancelled User Account or company profile.

- 5.10. ORGSU shall be authorised to disable the access to or to cancel the Organizer's User Account if the Organizer violates the duty to protect personal data as specified by legal regulations of the European Union, the country where the Organizer's registered office is located or the country presented in the User Account's profile.
- 5.11. ORGSU shall be authorised to disable the access to or to cancel a User Account or company profile, namely in the event that the User Account has not been used for a period of time greater than two years.
- 5.12. The Customer hereby acknowledges that the User Account and the Service may not be available continually, namely due to the necessary maintenance of the hardware and software employed in operating the Service, and/or the necessary maintenance of third party's hardware and software. ORGSU reserves the right to limit the operability or availability of the Service and to make changes in the Service, to extend it or modify in another way for a definite period of time or forever.
- 5.13. In the event of a limitation, inaccessibility, cancellation or unavailability of the User Account that occur in compliance with these GTC, the Customer shall not be entitled to the return of any portion of the Licence Price or the Operating Fees.

## **6 LIMITED LIABILITY**

- 6.1. ORGSU shall not be liable for the use of the Services by the Customer, shall not be the Customer's co-debtor or the Customer's guarantor, and shall not be responsible for violation of the Customer's duties with respect to third parties.
- 6.2. If a third party declares that its rights have been infringed by the Customer's use of the Service, the Customer shall be obliged to inform ORGSU about that fact immediately in writing. The Customer shall be obliged to hold ORGSU or its partners harmless against any liability for any loss incurred by third parties in connection with the Service's use by the Customer, namely in the case that the loss was incurred as a consequence of violation of the Customer's duties under these GTC or legal regulations. ORGSU reserves the right to defend itself against such claims in such case and the Customer shall be obliged to provide ORGSU with necessary assistance in conducting such defence.
- 6.3. If a third party declares that its rights have been infringed by the provision of the Service by ORGSU and if such situation was not caused by the Customer, ORGSU shall be obliged to provide for the Service's rendering to the Customer in a way that does not infringe third party rights. If it is not practicable to provide for the Service's rendering to the Customer in a way that does not infringe third party rights, ORGSU shall be authorised to terminate the contractual relationship with the Customer. In such case, the Customer shall be entitled to a compensation for the relevant portion of the

Licence Price and the Operating Fees for the unused Services.

- 6.4. The description of the Services contained in the ORGSU Shop shall only be informative and shall not constitute ORGSU's offer or proposal to enter into a contract, and ORGSU shall not be obliged to grant the Licence.
- 6.5. The Service shall be provided by ORGSU "AS IS" without any warranties, unless otherwise explicitly provided in these GTC or unless the warranty for the Services is implied by effective legal regulations.
- 6.6. ORGSU does not guarantee that the Service will meet any and all requirements, that it will be accessible at all times and without any interruptions, and that the capacity thereof will be sufficient to meet explicitly non-guaranteed requirements or assumptions.
- 6.7. ORGSU does not guarantee that the Service will at all times be rendered in the way and with the parameters applied at any moment in the past, and does not guarantee that it will have the qualities it had at any moment in the past. ORGSU shall not be bound by any verbal or written statements of any individuals on the condition, functions, quality or availability of the Service, unless those statements involve these GTC, validly concluded contracts or explicit written representations of ORGSU statutory bodies or persons authorised to enter into legal obligations on behalf of ORGSU, or unless it is implied by effective legal regulations.
- 6.8. ORGSU agrees to make every effort that can reasonably be required from it to provide for seamless and trouble-free provision of the Services. ORGSU shall be authorised to take technological measures aimed primarily at restricting the operation that poses risk to the operability, availability or stability of the Services, even in case that such measures will lead or may lead to a limited availability of the Services. In such case, ORGSU shall not be liable for any loss incurred, but shall be obliged to make every effort that can reasonably be required from them to cancel the measures adopted at the earliest moment possible.
- 6.9. Either party shall not be liable to the other party for part of the loss constituting lost profit, loss of data stored in the Service or loss caused as a result of force majeure or failure to meet business assumptions.
- 6.10. ORGSU's liability for the loss incurred shall be limited to the amount corresponding to the level of the price paid by the Customer for the granted Licence, i.e. the total of the Licence Price and Operating Fees paid in the calendar year, in which the loss was incurred. The entitlement to damages can only be exercised within 12 months from the loss's origination, but no later than within 12 months from the end of the Event, in connection with which the loss was incurred, otherwise the entitlement shall cease to

exist.

- 6.11. In the case of the “free” or “testing” Licence, i.e. in the case of a Licence primarily designed for non-commercial use or testing of the Service’s operability, ORGSU shall bear no responsibility for any loss incurred.
- 6.12. ORGSU shall not be responsible for making sure that the register of data entered by the Customer within the Service or the data’s processing by the Service meets the requirements related with accounting, tax or other obligations as they may result for individual Customers from legal regulations effective in their respective countries.
- 6.13. Financial transactions between the Organizer and third parties can be executed through an electronic payment gate, which is available for the relevant country/region within the Service, or with the use of the Organizer’s own payment tool. The provision for this part of the Services or the charges for the mediation of financial transactions shall not be part of the Services. ORGSU shall not be liable for the operability of any payment tool used or for the execution of financial transactions. The Organizer acknowledges the risks that might be associated with electronic payments through the internet network, accepts those risks, and shall not be authorised to seek to recover any claims related to those transactions from ORGSU.

## **7 LICENCE PRICE, OPERATING FEES AND PAYMENT CONDITIONS**

- 7.1. The price for the use of the Services shall be composed of the Licence Price and Operating Fees. The Licence Prices and Operating Fees shall be provided in the ORGSU Shop. Currencies, amounts and rates may differ depending on the country, the Event’s nature, the Licence’s type and the Customer’s type. Discounts provided by the Organizer to the Event’s participants shall not influence the level of the Operating Fees.
- 7.2. The Licence Price shall be due prior to the Service is started to be used and ORGSU shall be authorised to condition the start of the Service’s provision upon the payment of the whole Licence Price. The Operating Fees shall be due retrospectively after the end of the relevant Event. Unless otherwise provided in the ORGSU Shop or agreed between parties, any and all invoices (tax documents) shall be due within 14 days from the date of the invoice’s issue.
- 7.3. In the event of a delay in the payment, ORGSU shall be entitled to default interest at 0.1% of the debt for each day of the delay. ORGSU shall also be entitled to interrupt the provision of any Services until the full payment of the debt.
- 7.4. The due dates, level of the default interest and other details of the payment terms and conditions will be provided in the agreement entered into upon the registration of the



Organizer's company profile.

## **8 DATA STORED IN THE SERVICE**

- 8.1. The data registered within the Service for the Customers shall be the Customers' property and ORGSU shall not be authorised to deal with such data in any way for marketing or business purposes. Nevertheless, ORGSU shall be authorised to process such data for the purposes of rendering the Services and also for the purpose of improving the Services' quality, evaluating the Services' use and as anonymised data for statistical purposes.
- 8.2. The Customer acknowledges that the Customer's data registered within the Service can be backed-up as part of the backups carried out by ORGSU. However, ORGSU does not guarantee that it will be possible to retrieve those data completely into a condition as of a particular date. Within the Service, the Customer shall have the possibility to download such data and ORGSU recommends the Customers to back up crucial data in compliance with the recommended backup procedures themselves. ORGSU shall not be liable for a loss of or damage to the data caused by failure to meet this duty by the Customer.

## **9 PROTECTION OF PERSONAL DATA**

- 9.1. The User shall grant his or her approval with the processing of his or her personal data for the purposes of the Services' rendering by ORGSU and with the disclosure of such personal data through the Service to the extent necessary to achieve the Services' purpose. The User primarily agrees with the provision of his or her personal data and the processing thereof by the Organizers for the purposes of the Events, in which the User participates, even in the case that the Organizers are registered outside the European Union.
- 9.2. The User shall be responsible for the accuracy of any and all personal data provided to ORGSU in using the Services. Where the User provides ORGSU with personal data of third parties, the User represents and warrants that he or she obtained the approval of all such persons with the provision and processing of their personal data.
- 9.3. If the User or a person to whom the personal data relate, as appropriate, finds or believes that ORGSU seeks to process his or her personal data in contradiction with the protection of private and personal life or in contradiction with laws, namely if the data are inaccurate for the purpose of the processing thereof, he or she shall be authorised to require an explanation from ORGSU and elimination of the condition (namely in the form of blocking, making a correction, completing or removing the personal data). However, it shall not be possible to revoke the approval with personal

data processing during the existence of the contractual relationship with ORGSU or the period of registration in the Software, or to require removal of the personal data during that period of time.

- 9.4. Nonetheless, personal data of the Users, with the exception of basic data needed to establish the User Account, are not vital to provide for the Services' full operability, and any disclosure of the personal data within the Service shall be at the User's exclusive discretion.
- 9.5. ORGSU shall provide the User with information on the personal data that are processed on the User, in the extent allowed by the Service. ORGSU shall be authorised to require reimbursement of costs necessary to obtain and provide such information.
- 9.6. The User acknowledges that it is crucial to store cookies in the User's computer to provide for the proper provision of the Services, he or she agrees with such storing and shall be obliged to enable such storing. ORGSU shall not be liable for inappropriate operation of the Service resulting from violation of this duty by the User.

## **10 DELIVERY**

- 10.1. Mutual communication between the Customer and ORGSU can be carried out both electronically and in writing.
- 10.2. Where the Customer communicates with ORGSU, he or she shall do so through the contact details of ORGSU as provided in the ORGSU Shop, on ORGSU's Website or in the Service. Where ORGSU communicates with the Customer, it shall do so through the contact details provided in the relevant User Account or in the company profile. The Customer shall be obliged to make sure that it is possible to deliver him or her communications via those contact details, whilst the fact that it was impossible to deliver a communication to him or her with the use of such details shall be the Customer's fault.
- 10.3. Where ORGSU communicates with the Customer, the communication shall also be deemed delivered upon the storing thereof in the document file in the User Account.

## **11 TERMINATION OF THE CONTRACT**

- 11.1. ORGSU and the Customer can terminate their contractual relationship upon a notice of termination.
- 11.2. Unless otherwise agreed by the parties, the notice of termination shall become

effective 14 days from the delivery thereof. Upon the notice's effect, the relevant User Accounts and related data shall be deleted. ORGSU recommends the Customer to download and back-up the relevant data in such event.

11.3.If the contractual relationship is terminated prior to drawing any and all agreed Services, the Customer shall not be entitled to the return of any portion of the Licence Price or Operating Fees.

## 12 GOVERNING LAW AND DISPUTE RESOLUTION

12.1.The contractual relationships between ORGSU and Customers shall be governed by the laws of the Czech Republic.

12.2.Any disputes between ORGSU and the Customers shall primarily be resolved by negotiations of their authorised representatives through electronic communication or via personal negotiation, if needed. Both parties agree to make every effort to settle mutual disputes amicably. Where they fail to resolve a dispute amicably, the parties will deal with the dispute in the way as specified in Article 12.3 or **Error! Reference source not found..**

12.3.The entity to resolve a consumer dispute, i.e. a dispute between ORGSU and a person considered a consumer that arises from the relationships under these GTC, on an out-of-court basis shall be the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)).

12.4.Any and all disputes arising from and in connection with the contractual relationships between ORGSU and Customers under these GTC shall be finally decided by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic in compliance with the court's Rules by one arbitrator appointed by the Arbitration Court's Chairman. The arbitration procedure will be held in the Czech language in Prague and without a verbal hearing. The disputes that cannot be settled within an arbitration procedure will be decided by general courts of the Czech Republic and, in the case of disputes between businesses, by a court with the local competence based on the registered office of ORGSU.

12.5.ORG.SU shall not be authorised to resolve disputes between the Organizer and the Users.

## 13 FINAL PROVISIONS

13.1.The Customer shall be obliged to keep confidential business aspects of his or her cooperation with ORGSU, namely the discounts granted to the Customer by ORGSU.

- 13.2. ORGSU shall be authorised to change, amend or complete these GTC any time. The current version of the GTC shall always be available on ORGSU's Website or through the Service. The Customer shall be authorised to reject a new version of the GTC at any time by delivering a notice to this end to ORGSU by no later than the date preceding the effective date of the GTC's new version. The contractual relationship between ORGSU and a Customer shall cease to exist upon such delivery. A change in the GTC shall not prejudice the rights and duties arising prior to the effect of the new GTC's version.
- 13.3. Any contracts between ORGSU and the Customer that pertain to the Service shall be governed by these GTC and the GTC shall be an integral part of any such contract.
- 13.4. The provisions hereof that apply to the Customer shall also accordingly be applicable to the Agent or Country Manager.
- 13.5. The Customer shall not be entitled to renew the negotiations on the contract as a result of a change in circumstances after the contract's execution, and the Customer shall not be authorised to seek the cancellation of an obligation under the contract.
- 13.6. Should any provision of these GTC be or become invalid or ineffective, it shall be replaced by a provision, the meaning of which is as close to the invalid provision as possible. The invalidity or ineffectiveness of one provision shall have no impact on the validity of other provisions.
- 13.7. Contractual documentation shall be archived by ORGSU electronically.
- 13.8. The Customer shall not be authorised to assign the rights from contracts between ORGSU and the Customer without ORGSU's previous written consent.
- 13.9. The Customer shall not be authorised to unilaterally offset his or her receivables from ORGSU against ORGSU's receivables from the Customer.

In Prague on 1<sup>ST</sup> July 2016

Jaromír Horák, Statutory Executive

Organizers Support, s.r.o.