



## 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 Licenses.
- 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.
- 2.15. **Timing Licence** – Enables the set of features dealing with the race timing



### **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.
- 4.4. ORGSU has the right to inform and offer to third parties services that do not overlap with the Services to which the Organizer purchases the License.

#### **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 by purchasing of a system Licence. Currencies, amounts and operating fee rates may differ depending on the country, the Event's nature, the Licence's type and the Customer's type.
- 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.
- 7.3. Operating fees are calculated from the prescribed prices of the ordered goods. The calculation and the amount of the Operational Fees are not affected by the discounts or cancellations provided by the Organizer to the participants of the Events. The minimum price of the goods in the e-shop is not set. The minimum fee for participation in the race (entry fee) is 10 (US dollar, UAE Dirham, United Kingdom British pound, Norwegian crown, SA Rand, Euro). Should the prescribed amount of the entry fee be reduced below the threshold, the system will apply a specified minimum amount for the purposes of calculating the operating fee. The amount of the operating fees will be calculated and invoiced to the Customer, at least once a year. Unless otherwise specified in the ORGSU Trade or otherwise agreed between the parties, the maturity of all invoices (tax documents) is set at 14 days from the date of invoice issuance.
- 7.4. The timing licence must be ordered separately for each racing day that may include one or more races that are started on that day, the races may take several days. The unit price for one athlete's timing decreases with the number of athletes in each race. The price chart of timing licenses for various size races is published within the administrative part of the system.
- 7.5. 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.
- 7.6. 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.
- 7.7. The licence agreement (cost and % of the operating fee) is public and can be published.

## **8 DATA IN THE SERVICE**

- 8.1. The data recorded within Services is owned by Customers. ORGSU is entitled to process such data for the purpose of providing the Service and further improving the amount and quality of the Services, evaluating the use of the Services and as anonymized data for statistical purposes as well.



- 8.2. Customer acknowledges that customer data recorded within the Service may be backed up as part of backups made by ORGSU. However, ORGSU does not guarantee that such data will be completely restored or that it can be restored to any given date. Customer has the ability to download such data within the Service, and ORGSU recommends that the customer back up the necessary data in accordance with recommended backup practices himself. ORGSU is not responsible for any loss or damage to data caused by Customer's failure to comply with this obligation.

## 9 PROTECTION OF PERSONAL DATA

- 9.1. The User acknowledges that the processing of his or her personal data is necessary for the performance of the Service Agreement concluded between him and the ORGSU within the meaning of Article 6 (1) (b) 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 referred to as the "Regulation"; necessary for the purpose of providing the Services by the ORGSU. For the purposes of these GTCs, processing of personal data means, in particular, their collection, storage on information media, use, sorting or combining, blocking and disposal using manual and automated means, as well as disclosure of such personal data through the Services to the extent necessary to achieve the purpose of the Services. The User acknowledges that the same legal title for the processing of personal data also applies to the Organizers in the event of the Events in which the User participates, even if they are Organizers residing outside the territory of the European Union.
- 9.2. The user is responsible for the accuracy of all personal data provided by ORGSU when using the Services. In the event that the User provides ORGSU with personal data of third parties, he declares that he has obtained the consent of all such persons with the provision and processing of such personal data.
- 9.3. If the user or person who personally identifies or believes that the ORGSU carries out processing of his or her personal data contrary to the protection of privacy and privacy, or in violation of the Regulation, especially if the data are inaccurate with regard to (in particular blocking, repairing, supplementing or disposing of personal data) is entitled to request from ORGSU an explanation and removal of the resulting condition.
- 9.4. For the full functionality of the Services, however, the personal data of the users, except for the basic data necessary for setting up the User Account, are not necessary and their possible inclusion in the Service is exclusively a matter of the User.
- 9.5. The issue of personal data protection is solved separately within the Personal Information Processing Information, which can be found by the user on the ORGSU website: <http://www.orgsu.org>. The ORGSU declares that it has taken appropriate measures to provide Users with all information in a comprehensive, transparent, comprehensible and easily accessible



form and using clear and simple language means and has made all communications required by the Regulation.

- 9.6. ORGSU undertakes that the service will be performed only by authorized persons who will have access only to personal data corresponding to the authorized persons of these persons and to special user rights established exclusively for these persons. ORGSU undertakes that its employees will process personal data only under the conditions and to the extent set forth by the ORGSU and corresponding to these GTC.
- 9.7. The ORGSU will maintain confidentiality about personal data and security measures whose disclosure would jeopardize the security of personal information, even after termination of the provision of the Services. ORGSU commits itself to the same extent as its employees who will be involved in the processing of personal data and will have access to these personal data.
- 9.8. The ORGSU has put in place technical, organizational, personnel and other appropriate measures within the meaning of the Regulation to ensure and be able to demonstrate at any time that processing of personal data is conducted in accordance with the Regulation so that unauthorized or accidental access to personal data and data carriers, any alteration, destruction or loss, unauthorized transmissions, any other unauthorized processing, and other misuse, which will be reviewed and updated as necessary.

## **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 **Chyba! Nenalezen zdroj odkazů..**
- 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. ORGSU 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.

Jaromír Horák,  
Statutory Executive  
Organizers Support, Ltd.