

TERMS AND CONDITIONS OF ENIGOO

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions govern the relationship between you and ENIGOO s.r.o., with its headquarters at Hlaváčova 207, Zelené Předměstí, 530 02 Pardubice, ID: 08750823, registered in the commercial register of the Regional Court in Hradec Králové under file C 44999 (hereinafter also **“We”**).
- 1.2. The Terms and Conditions together with all documents to which the Terms and Conditions refer (collectively the **“Terms and Conditions”**) govern the mutual rights and obligations between Us and you as a user of Our Services. Our Services consist of operating the Enigoo application (hereinafter also the **“Application”**) which enables you to purchase tickets, season tickets, gift vouchers and other material related to your participation in events organized by third parties (collectively also **“Tickets”**).
- 1.3. By clicking on the box indicating your consent with Our Terms and Conditions, you enter into a service provision agreement, of which these Terms and Conditions are an integral part (together with other annexes also the **“Service Provision Agreement”**).
- 1.4. But Our Services do not include organizing events or selling Tickets. The organizers of individual events are third parties (for example, theaters, sports clubs, etc.), and for the purposes of these Terms and Conditions, they shall be referred to as **“Organizers”**. If you purchase any Ticket, you are purchasing it directly from the Organizer and thereby entering into an event participation agreement (hereinafter also **“Event Participation Agreement”**) directly with the specific Organizer.
- 1.5. That Organizer is solely responsible for the fulfillment of the Event Participation Agreement, including the dates, quality and scope of the event being offered. Unless the Terms expressly provide otherwise, you must apply all claims from the Event Participation Agreement, including returning the Ticket, directly to the Organizer. We are not responsible for the realization or course of the event. We only sell Tickets for the Organizer.

2. TICKETS

- 2.1. You can order Tickets by filling out and sending the order form in the Application by pressing the **“Pay”** button. You can keep checking the data in the order form while preparing it until the moment you send it.
- 2.2. Ordering the Ticket obliges you to pay the price for it. This means that by ordering the Ticket, you agree to pay the price for it. The price for the Ticket is always indicated in the Application. Unless otherwise stated in the Application, the price includes value added tax, which you agree to pay by ordering the Ticket.
- 2.3. You can pay the price of the Ticket using a payment card through the payment gateway. Payment services and the operation of the payment gateway are provided by Československá obchodní banka, a.s. (ČSOB). Before making your payment, you must familiarize yourself with their terms and conditions for users available at www.csob.cz. When making your payment, follow the instructions provided by ČSOB. Neither We nor the Organizers are the providers of payment services, nor are we responsible for any damage that you may incur in connection with the use of the payment gateway.

- 2.4. We will confirm your order as soon as you pay the price of the ordered Ticket. By paying the price, you are concluding an Event Participation Agreement with the Organizer.
- 2.5. After you make your payment, within 24 hours at the latest, we will send you the Tickets electronically to the e-mail address entered in the order form. Immediately after you make your payment, you must check your e-mail to ensure your Tickets arrive. You must then check the correctness and completeness of the Tickets (name of the event, place and time of the performance, price and number of Tickets and other parameters).
- 2.6. In the even your Tickets fail to arrive or there is a defect in the Tickets, please contact Us by e-mail sent to info@enigoo.cz no later than the day before the event in question.
- 2.7. You agree to have invoices sent electronically to your e-mail address.
- 2.8. We reserve the right to cancel the Ticket immediately and without notice and to deny you entry to the Event in the event that we receive notice of a chargeback (as defined below). If you contact your bank or credit/debit card provider and refuse, cancel or contest the amount due in connection with your Ticket order (chargeback), we will consider this a breach of your payment obligations.

3. PARTICIPATION IN THE EVENT AND REFUND

- 3.1. The Organizers may issue etiquette rules or other documents governing your participation in the Event (collectively "**Etiquette Rules**"). If these documents are listed for the event in the Application, they form an integral part of the Event Participation Agreement. By ordering a Ticket, you agree to the Etiquette Rules. The Etiquette Rules take precedence over the provisions of these Terms and Conditions regarding the Event Participation Agreement.
- 3.2. Organizers can define several types of Tickets for events (for example, basic ticket, VIP, sitting or standing ticket, tickets with assigned seats, season ticket, etc.). Different types of Tickets usually have different prices, scope of use and entitlements. Information about the types of Tickets is provided in the Application.
- 3.3. If you purchase a discounted Ticket, you must prove your right to apply the discount when arriving at the event. In such a case, the conditions for obtaining the right to discounts will be specified in the Etiquette Rules. If you do not demonstrate compliance with the stated conditions, you will not be allowed to enter the event and you will lose your right to a refund.
- 3.4. Printing out the Ticket and presenting it to the Organizer at the venue of the event is a condition for participating in the event. If you fail to do so, your order will be forfeited without the right to a refund and you may not be allowed to enter the event.
- 3.5. Unless the Etiquette Rules explicitly state otherwise, you cannot return a purchased Ticket. Please note that you cannot withdraw from the Event Participation Agreement within the 14-day statutory period without giving a reason, according to the provisions of §1837 (j) of the Civil Code, since participation in the event (use of leisure-time services) is provided by the Organizer on a specified date.

- 3.6. The Organizer reserves the right to change the date of the event or cancel it. If the event is cancelled, you will be notified by an e-mail sent to the address entered in the order form. A change in the date of the event does not entitle you to a refund.
- 3.7. The conditions for a refund are determined by each Organizer separately. We can only refund the price already paid in the amount and under the conditions stipulated by the Organizer and if the Organizer provides adequate funds for this purpose. Unless the Organizer instructs Us to refund your money, you must exercise your claims from the Event Participation Agreement directly with the Organizer.
- 3.8. Unless we agree otherwise with the Organizer in a specific case, the money is refunded by transfer to the bank account from which it was paid.

4. COMPLAINT

- 4.1. If the event is defective, you can notify the Organizer of the problem and exercise your rights from defective performance (i.e. complain) by sending an e-mail to the address info@enigoo.cz or a letter to the address of the Organizer's place of business. In the complaint, you must choose how you want to resolve the problem and you cannot subsequently change your choice without the Organizer's consent, except in a case stipulated in paragraph 4.3. The Organizer will handle the complaint in accordance with the right claimed by you for defective performance. In the event that you do not choose to resolve the problem, you have the rights listed in paragraph 4.4 even in situations where the defective performance was a material breach of the Event Participation Agreement.
- 4.2. If the defective performance is a material breach of the Event Participation Agreement, you have the following rights:
 - a) rectification of the defect
 - b) a reasonable discount or
 - c) termination of the Event Participation Agreement.
- 4.3. In the event that you choose to resolve the problem under a) and the Organizer does not rectify the defect within the reasonable period indicated, or you are informed that the defect will not be rectified at all in this way, you have the rights under b) and c), even if you did not originally request them as part of your complaint. If at the same time you choose to rectify the defect and the Organizer finds that the defect cannot be rectified, you will be notified and you can choose another method of rectifying the defect.
- 4.4. If the defective performance is a minor breach of the Event Participation Agreement, you have the following rights:
 - a) rectification of the defect or
 - b) a reasonable discount.
- 4.5. However, if the Organizer does not rectify the defect in time or refuses to rectify the defect, you have the right to terminate the Event Participation Agreement. You can also terminate it if you cannot properly

participate in the event due to a repeated occurrence of defects after the rectification or if a larger number of defects appear.

- 4.6. Within 3 days of receiving your complaint, the Organizer will confirm that it has received your complaint, when it was received and the estimated time needed to process your complaint. The complaint will be dealt with without undue delay, but no later than within 30 days of receiving it. The deadline can be extended by mutual agreement. If no action has been taken by the deadline, you can terminate the Event Participation Agreement.
- 4.7. The Organizer will inform you by e-mail about the settlement of your complaint. If your complaint is justified, you are entitled to compensation for the costs incurred. You must prove these costs.
- 4.8. The exercise of rights from defective performance and complaints is governed by §1810 et seq., §1820 et seq. and §2099 et seq. of the Civil Code and the Consumer Protection Act.
- 4.9. You may or may not use the following sample form for registering your complaint:

To: (please fill in at least the name, address and ID number of the Organizer of the event)

I would like to inform you that I am registering a complaint about the following event: (please fill in at least the name and date of the event)

Description of the defective event:

Proposed method of handling your complaint, or bank account number if a discount is granted:

My name and last name:

My address:

Signature:

Date:

- 4.10. You may or may not use the following sample form to terminate the Agreement:

To: (please fill in at least the name, address and ID number of the Organizer of the event)

I would like to inform you that I am terminating the following Agreement: (please fill in at least the date of concluding the Agreement)

Reason for termination:

My name and last name:

My address:

Signature:

Date:

5. OUR RESPONSIBILITY

- 5.1. We would like to remind you again that We, as the operator of the Application, do not take any responsibility for the event organized by the Organizer. In accordance with Our agreement with the Organizer, we can represent the Organizer when communicating with you regarding your complaint, but this does not mean that you have any rights towards Us in connection with your complaint. You must always exercise all claims arising from the Event Participation Agreement with its Organizer.
- 5.2. If any defect occurs while using our services, report it to Us in an e-mail sent to the contact address info@enigoo.cz. However, Our Services are provided to you free of charge. Therefore, in relation to them

working properly, we cannot promise you anything more than Our “best efforts”. This means that we provide these services to you and you accept them “as is” and “as available”. We make no representations or warranties, express or implied, with respect to them, and we hereby disclaim all implied warranties and liabilities, including any implied warranties of qualification for a particular purpose.

- 5.3. To the extent permitted by law, we have agreed to exclude all Our legal liability in relation to the proper functioning of Our Services, in particular liability for defects or for any outages, defects, or errors in the storage or processing of data or unavailability.
- 5.4. We do not assume any guarantees that the information about the events listed in the Application is correct, complete or up-to-date. We reserve the right to change the prices of Tickets at any time, especially on the instructions of the Organizer or even without giving a reason. If it is not a typographical error and the nature of the matter does not indicate otherwise, the information and instructions given on individual Tickets take precedence over the provisions of the Terms and Conditions.
- 5.5. Finally, we would like to point out that you cannot withdraw from the Provision Service Agreement within the 14-day statutory period without giving a reason, according to the provisions of § 1837 (a) of the Civil Code, as we provide Our Services with your prior express consent before the expiration of the withdrawal period.
- 5.6. In order for the Application to work trouble free, it must be used on a device that meets the minimum system requirements. For the mobile Application, these requirements are listed on the relevant page in the AppStore (for devices with iOS) and Google Play (for devices with Android OS), while we are entitled to change these requirements at any time, and also that your device is connected to the Internet.
- 5.7. We provide you with a non-exclusive license to use the web Application and a non-exclusive license to use the mobile Application. You may not assign, sublicense or otherwise provide your authorization or license to third parties other than as expressly permitted in these Terms and Conditions. We will not provide you with copies of the Application source codes. Nor are you permitted to try to discover, obtain, decompile, and use them to change the Application, etc.
- 5.8. All intellectual property rights (in particular copyright and special rights of the database creator) to the Application and Tickets remain with Us and the Organizers. You do not acquire any intellectual property rights from the materials we provide to you.

6. PROTECTION OF PERSONAL DATA

- 6.1. When using the Application, your personal data will be processed. In order not to make the Terms and Conditions longer than necessary, all information about this processing can be found in the privacy policy available in the ENIGOO sales application.

7. FINAL PROVISIONS

- 7.1. This Agreement is concluded remotely via the Application, while the costs of using any remote means of communication (if you incur any) are covered by you. The Agreement can be concluded in the Czech language.

- 7.2. The Agreement, including these Terms and Conditions, is archived in electronic form and we will send it to your e-mail address upon your written request. We also consider the exchange of e-mail messages with a simple electronic signature to be written form.
- 7.3.** You must have always wanted to know what severability is. So here it is: The invalidity, ineffectiveness, or unenforceability of any part of these Terms and Conditions or the Agreement does not affect the remaining parts thereof. We shall jointly undertake to replace any invalid, ineffective, or unenforceable part with a valid, effective, and enforceable part with the same commercial and legal meaning within 14 days of receiving a request from the other party.
- 7.4. The Agreement including these Terms and Conditions and all our rights and obligations arising from the Agreement or in connection with it or its termination are governed by the legal code of the Czech Republic. Any dispute arising from the Agreement, in connection with it, or its termination is subject to the jurisdiction of the courts of the Czech Republic.
- 7.5. In the event that a consumer dispute arises between Us and you that cannot be resolved by mutual agreement, you can submit a proposal for an out-of-court settlement of such a dispute to the entity designated to settle consumer disputes out of court, which is the Czech Trade Inspection Bureau, Central Inspectorate – ADR Department, Štěpánská 15 , 120 00 Prague 2, e-mail: adr@coi.cz. website: adr.coi.cz. You can also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr>.
- 7.6. We can unilaterally change these Terms and Conditions and other annexes that are part of the Agreement. We will notify you of any change in them by sending you an e-mail or through the Application. If you do not reject the change within 1 (one) month from the date of receiving the notification, that means you accept the change. If you reject the change within the above-mentioned period, the current Terms and Conditions remain in effect and We can terminate the Agreement with a notice period ending on the last day of the above-mentioned period, after which the last agreed Terms and Conditions shall apply.
- 7.7. Unless we agree in writing, you may not set off or assign any claim you have towards Us. This is so that we can be sure who owes what to whom.
- 7.8. The collection, transmission, creation or dissemination of any information or data relating to the progress of matches, conduct or any other factor or fact in any match or the acquisition of any sound, image or audio-visual recording or material from any match in the stadium (whether using electronic devices or otherwise) for the purposes of any form of betting, gambling or commercial activities not previously authorized or for any other purposes in violation of these Terms and Conditions is prohibited. Exceptions to this prohibition are cases where the League and the Club expressly grant authorization or permission to do so. Mobile phones may only be used for personal, private use. In case of violation of these Terms and Conditions, visitors may be denied access to the stadium or may be ejected from it.