

GENERAL TERMS AND CONDITIONS OF USE OF THE DOTIDOT.SHOPPING PORTAL FOR E-SHOP OPERATORS

I. Recitals

These General Terms and Conditions (hereinafter referred to as "Terms") govern the mutual rights and obligations laid down between dotidot s.r.o., a limited liability company, ID No. 040 38 002, with its registered office at Křížová 2598/4, Prague 5, Smíchov, Postal Code 150 00, incorporated in the Companies Register of the Metropolitan Court in Prague under Section C, Insert No. 241330 (hereinafter referred to as the "Provider"), as the operator of the price comparison server dotidot.shopping (hereinafter referred to as the "Comparison Shopping Service" or "CSS"), and the operators of the individual e-shop (hereinafter referred to as the "Operator") who will use the CSS to offer their goods.

II. Rules for registration of the operator

2.1 The registration of the Operator shall be carried out:

- by completing the registration form on the dotidot.shopping website and receiving a confirmation of registration from the Provider
- by completing the registration form on one of the Provider's other servers and receiving confirmation of registration from the Provider
- by written agreement between Operator and the Provider

2.2 When registering, the Operator is obliged to duly and truthfully provide the mandatory information about itself (name of the entity, contact address, identification number, contact person, etc.). At the time of registration, the operator must have a valid and active identification number (as per the commercial register or other public register).

2.3 By registering, the Operator declares that it has read and agrees to these Terms and that it complies with the conditions imposed on the Operator by these Terms. The Operator also confirms that it has read the content of the website www.dotidot.shopping and understands how it operates and that it accepts them without reservation (without prejudice to the Provider's right to make changes to this website).

2.4 As a condition of registration, the Operator must have an active website for the duration of the registration period, on which it will offer its visitors goods or services (hereinafter referred to as "goods") for direct purchase via this website. The Operator must be listed on the website of this e-shop as its operator, including its contact details. The Operator is entitled to register more than one of its e-shops in the CSS.

2.5 By registering, the Operator undertakes to supply the Provider with regularly (at intervals

specified by the Provider) updated information about the goods offered in its e-shop in the format specified by the Provider via the interface specified by the Provider (details are given in Article IV.).

2.6 The Operator acknowledges that the offer of the CSS is primarily intended for consumers within the meaning of Act No. 89/2012 Coll., the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, and is required to adapt the goods and information offered to comply with these acts.

2.7 The Operator is obliged to inform the Provider about changes to the registration data without undue delay after the change has occurred by e-mail; the Provider may request additional information and documents about the changes in justified cases.

2.8 The Operator, to whom the Provider has granted access to its on-line interface, undertakes not to disclose the access data to the on-line interface to third parties, to protect the data on its username and access password from misuse by third parties and not to use the on-line interface for purposes other than the purposes according to the concluded contract with the Provider. The Operator is obliged to notify the Provider of any suspected misuse of data stored in the Provider's systems without undue delay. In case of suspected misuse, the Provider reserves the right to remove, restrict, or change the Operator's access to the online interface at any time. If this situation of data misuse is repeated or if there is a serious misuse, the access to the CSS will be withdrawn from the Operator.

2.9 The Operator may use the Comparison Shopping Service only for the purposes for which it is intended.

2.10 The Provider shall have the right, at its sole discretion, to interrupt or limit the provision of the Comparison Shopping Service to an Operator who:

- gives false information about themselves or their company
- does not comply with these Terms, in particular the rules for registration of the Operator and the rights and obligations of the Operator
- could damage the reputation of the Provider or the dotidot.shopping service
- violates or is suspected of violating these Terms or the law.

In this case, the Provider also has the right to terminate the contractual relationship with the Operator immediately and the Operator is not entitled to a refund of an adequate part of the paid price of the service.

2.11 Unless otherwise agreed (e.g. by agreeing on a minimum duration of the contract), either party may terminate the contract for the use of the CSS at any time without giving any reason by written notice (including by e-mail) and without notice. The Provider may also communicate the termination via a message within the CSS interface.

2.12 The Operator is not entitled to use any means to influence the results of the search for offers within the CSS, in particular to install software robots in the source code or to modify in any way the information transmitted by the Operator to the Provider for this purpose.

2.13 The Provider is entitled to carry out test orders at random to verify compliance with these Terms and the functionality of the CSS. The Provider shall indicate in such an order in a suitable manner that it is a test order and, where applicable, will inform the Operator immediately after such an order has been placed.

III. Financial conditions of use of the Portal by the Operator

3.1 The registration of the Operator itself is provided free of charge.

3.2 The remuneration for publishing the offer of goods in the CSS is governed by a special agreement between the Provider and the Operator.

IV. Rules for XML feed

4.1 By registering, the Operator undertakes to supply the Provider with regularly (at intervals specified by the Provider) updated information about the goods offered in its e-shop in the format specified by the Provider, using an XML feed or other technology specified by the Provider (hereinafter referred to as the "XML feed") via the interface specified by the Provider. The Provider undertakes to include in the XML feed only goods that are actually supplied by the Operator in the European Union and to provide correct information about their availability.

4.2 The Operator undertakes to ensure that it only includes goods in the XML feed that comply with the law and good morals, are new and their sale or advertising is not restricted or prohibited in any of the countries of the European Union. The offer of used and unpacked goods is only allowed to the usual additional extent and must be properly distinguished as such.

4.3 The Operator undertakes to ensure that it only includes goods in the XML feed that are actually available on the e-shop website. Each item of goods can only be included in the XML feed once in a separate link with a unique URL address leading to a web page where the goods can be ordered and where the price of the goods will be indicated. It is not allowed to link the order of these goods to the purchase of other products (except for shipping and handling).

4.4 The quoted price of the goods must be the end price for the user, i.e. including all related charges (except for shipping and handling, if applicable, which must be stated in the XML feed) and with the correct amount of VAT. The trader is obliged to always state the current amount of shipping and handling in the XML feed.

4.5 In the event that the XML feed contains references to goods for which specific information is required (in particular advertising regulation), it is the sole responsibility of the Operator to ensure that these requirements are complied with in accordance with the law of the relevant European Union country that will apply to the Operator or its offer in question within the CSS.

V. Responsibility for the content of the Comparison Shopping Service

5.1 The Operator is fully responsible for the content of the XML feed and for the content

otherwise uploaded by it or at its request to the CSS.

5.2 The Operator undertakes that this content will not contravene the law, good morals, principles of fair dealing and principles of fair business practices and that its dissemination by the Provider in the CSS or to a reasonable extent in advertising promoting the CSS (to which the Provider gives its consent free of charge) will not unjustifiably affect the rights and legitimate interests of third parties (in particular, but not limited to, the right to protection of the personality of natural persons, the right to protection of the reputation of legal persons, copyright, rights related to copyright and trademark rights), nor will generally binding legal regulations, in particular Act No. 40/1995 Coll., on the regulation of advertising, as amended, or the legislation regulating advertising in the country for which the offer is intended or in the country in which the operator is established, and that all financial claims arising from the use of copyright works or, where applicable, likenesses of natural persons used in the content and from rights related to copyright will be satisfied on the date of delivery of such content to the Provider.

5.3 The Operator undertakes to compensate the Provider in full for any damage or other harm caused to the Provider as a result of the dissemination of the content. Damages shall also include the costs of court or arbitration proceedings, including the costs of legal representation in such matters. The Operator expressly consents to the above use of such content.

5.4 The Provider, as a provider of information society services within the meaning of Act No. 480/2004 Coll. on certain Information Society Services, is liable for the content supplied by the Operator only in cases expressly referred to in the aforementioned Act.

VI. Final Provisions

6.1 These Terms are effective as of the 1 July 2023.

6.2 Any promotional offers by the Provider in the form of advertisements and information contained in its price lists or catalogues shall not be considered an offer to conclude a contract.

6.3 The Provider is not liable for the error-free operation of the Comparison Shopping Service system, although it tries hard to do so, and therefore any errors or damage by the Provider shall not give rise to the Operator's right to compensation for damages or any other claim.

6.4 The Provider may amend these Terms, including any price lists, to a reasonable extent, in particular if:

- a. changes in individual products that would affect the services provided, b. the introduction of new products or advertising formats,
- c. amendments or repeal of legislation, the issuance of new legislation or changes in the interpretation of relevant legislation,
- d. changes in prices of individual products or advertising formats,
- e. changes in price levels in the market,
- g. unforeseen changes in the market.

The change will be notified to the Operator either by sending the relevant information and the full text of the change to the Terms in a suitable format (e.g. .pdf or .html) to the Operator's contact email address. The change will take effect 30 days after notification.

The Operator shall have the right to terminate the Agreement by written notice prior to the expiration of this period. Such termination will take effect 15 days after receipt of the notice. The right of termination under Article 2.11 is not affected.

6.5 The provisions of Sections 1799, 1800, 1805(2), 1950, 1952(2) and 1995(2) of Act No. 89/2012 Coll. are not applicable to the parties involved.

6.6 Both Parties agree that the amount that the Provider shall be obliged to pay to the Operator for damages or other injury arising from the breach of this Agreement (Terms) or otherwise in connection with this Agreement (Terms) shall be limited to the maximum amount received by the Provider from the Operator during the year in which the event giving rise to the damage (injury) occurred and, if the relevant contract is not payable, to the amount of CZK 500. The limitations of liability for damage/injury mentioned above are not affected. Section 2898 of Act No. 89/2012 Coll. is not affected.

6.7 Should the Operator have any reasons that could give rise to legal liability or other liability of the Provider for the Operator's tax obligations, the Operator is obliged to inform the Provider of such facts in writing without delay.

6.8 The Contracting Parties expressly agree that the Provider is entitled to refuse performance under the concluded contract also in case the Operator is in default of its other obligations (arising from another legal reason) towards the Provider

6.9 The Operator acknowledges that the contractual relationship with the Provider does not entitle the Operator to mark its products or parts thereof with the Provider's name, trademark, product name or any other similar manner.

6.10 The contractual relationship between the Operator and the Provider is governed by Czech law, excluding conflict of laws rules.