

TERMS OF USE OF THE HAPPENEE PLATFORM

Happenee s.r.o.

1. INTRODUCTION

1.1. **Content of the Terms.** This document contains

- (i) the terms and conditions that the Users are obliged to comply with when accessing and using the Happenee software solution (the Platform) in any of the available ways of use,
- (ii) terms and conditions of the sale of Tickets for Events organised within the Platform,
- (iii) the license terms governing the rules of use of the Mobile Application (as defined below).

1.2. **Consent.** The User declares that they have read these Terms of Use and agree with their content and will abide by them, among other things, when using the Platform, purchasing Tickets for Events organized on the Platform, and when using the Mobile Application.

1.3. **Third Party Products and Services.** The User acknowledges that through the Platform he/she may also have access to products and services of third parties, in particular those of the Event organizer and Solutions available on the Platform. The rights and obligations related to the products and services are not governed by these Terms of Use. **Unless expressly stated otherwise, all services and products that are not provided directly within the Platform are considered to be products and services of third parties other than the Provider.**

2. DEFINITION

2.1. Unless otherwise expressly stated in this document, capitalized terms have the following meanings:

"Platform" means a software solution called Happenee, which is used to organize Events and Event, marketing and HR solutions (Solutions).

"Mobile Application" means software developed by the Company for the purpose of accessing the Platform, including updates ("Updates" means any upgrades, updates, fixes, hotfixes and additions, and modified or additional versions that replace or supplement the original version of the Mobile Application, unless expressly stated that they are not included in the licenses granted hereunder and are instead licensed separately under different terms).

"Web Application" means access to the Platform provided through the Website.

"Event" means social, cultural, educational, sports, corporate or other events.

"Terms of Use" means these terms and conditions of use of the Platform, which each User of the Platform undertakes to comply with when using the Platform for the first time.

"Provider" means the company Happenee s.r.o., ID No. 042 16 202, with its registered office at Baštyřská 142, Hostavice, 198 00 Prague 9, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. C 244261.

"User" means any natural or legal person who actively or even passively uses the Platform in any way. If the User is a consumer, special terms and conditions may apply. A User is usually a consumer if it is a natural person who uses the Platform for a purpose that does not fall within their work, business or professional activities.

"Ticket" means any ticket, voucher, voucher or other document that entitles its holder to use the performance from the Customer.

"Website" means the Provider's website, which is available at <https://www.happenee.com/> as of the date of these Terms of Use, including all subdomains.

3. FUNCTIONING OF THE PLATFORM

3.1. **Organizers.** Some of the Users of the Happenee Platform are entitled to create Events and Solutions within the Platform (hereinafter referred to as the "organizers"). Invited Users of the Happenee Platform may then register for these Events and Solutions (hereinafter referred to as "participants"). The User does not need to have a user account to log in.

3.2. **Login.** Participants may apply for Events and Solutions to which they have received an invitation or which are open to the public. The invitation can be addressed directly to a specific participant or it can be unaddressed. Based on the invitation received, the participant will fill in the registration form or state that they will not participate. In the registration form, the participant will provide mandatory and, if applicable, optional information required by the organizer.

3.3. **Responsibility for the data filled in.** The User acknowledges that the Provider is not responsible for the scope of the data that the organizer has marked as mandatory to fill in. The User further acknowledges that the Provider is not liable for any damage suffered by the Participant or the organizer as a result of filling in incorrect or false information by the participant. Finally, the participant acknowledges that the completed data will be accessible to the organizer. They may be visible to other participants if the organizer and/or the participant concerned allow it in their user settings.

3.4. **Change of data.** The User further acknowledges that if he/she does not log in through his/her user account or if he/she does not create such a user account during the login, he/she will not be able to change his/her application (including any refusal to participate) after it has been sent.

3.5. **Rights and obligations of the organizer.** The rights and obligations of the organizer in the creation and management of the Events and Solutions are governed by these Terms of Use and in particular by the agreement concluded between the Provider and the organizer for this purpose.

4. USER ACCOUNT

4.1. **Creation of a user account.** The User Account shall be created by the Provider for the User at the request of the User or at the request of the organiser (if agreed with the

organiser), either manually or automatically within the Platform. The Provider reserves the right to refuse to create a user account for a particular User for any reason (including a previous breach of these Terms of Use) or without giving a reason.

4.2. **Responsibility for the user account.** The user account is intended only for the User and the User is solely responsible for all activities that take place on or through the user account. The User is obliged to keep his/her password and the devices used to access the user account secure. If the User suspects unauthorized access to the user account, it must immediately inform the Provider.

4.3. **Truthfulness of data.** If the User provides any information within the user account or when it is created, they are obliged to ensure that this information is true, accurate and complete. If the information provided changes, the User is obliged to update it immediately within the user account.

4.4. **Restricting access to the Platform.** In the event of a breach of these Terms of Use, the Provider is entitled to prohibit or temporarily or permanently partially restrict the use of the User.

4.5. **Cancellation of the user account.** A user account can be deleted in the following ways:

- in the user interface of the user account and/or upon request from the Provider, the User may cancel his/her account at any time (unless it is a user account established at the initiative of the organiser, i.e. when the organiser has requested the establishment of a user account or has invited the User to do so);
- The Provider may cancel the user account if the User has not logged in for more than one (1) year, upon prior email notice;
- the organizer's user account may be terminated under the terms and conditions agreed with the organizer in a separate contract;
- user accounts created for the User at the request of the organizer (not at the request of the User) may be cancelled at the request of the organizer even without the consent of the User;
- The Provider is entitled to cancel the user account without prior warning in the event of a breach of these Terms of Use.

4.6. **Consequences of terminating a user account.** Closing a user account may also delete all content uploaded by the user to the Platform through the user account.

5. TERMS OF USE OF THE PLATFORM

5.1. **Compliance.** The User undertakes to use the Platform, the Mobile Application and the Web Application in accordance with these Terms of Use and legal regulations at all times.

5.2. **Prohibited Conduct Towards Other Users.** In particular, when using the Platform, the User must not (i) abuse or violate the rights of other Users, including

rights to privacy, rights of publicity, intellectual property rights or other proprietary rights; (ii) send other users content that is unlawful, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or incites to conduct that would be illegal or otherwise objectionable; (iii) send any false or misleading information to other users; (iv) impersonate other users when communicating with other users; (v) send viruses or other harmful computer code to other users; or (vi) use the Platform in a manner that is capable of causing material or non-material damage to third parties, including committing, preparing or organizing criminal offences.

5.3. **Prohibited Conduct towards the Provider.** In particular, when using the Platform, the User may not (i) use the Platform other than for lawful, authorized and acceptable purposes in accordance with these Terms of Use, (ii) access, use, modify, distribute or misuse the Platform in a way that could harm us (spreading viruses or other unwanted or harmful content, attempting to gain unauthorized access to our systems, violating the integrity of the Platform, etc.), (iii) misuse or violate our rights, including intellectual property rights or other proprietary rights.

5.4. **Reporting of infringements of user rights.** If the User determines that any content on the Platform infringes intellectual property rights, moral rights (including the right to privacy and the right to capture and distribute likeness) or may be considered to be any other violation of applicable law or these Terms of Use, please report such violation via email address: zakaznickapodpora@happenee.com.

5.5. **Cooperation after reporting.** The Provider is entitled to request additional information and/or supporting documents (such as personal data and evidence of breaches) necessary to assess the report, in which case the User agrees to provide full cooperation with such additional requests.

5.6. **Objectionable content.** In the event that the Provider learns of content that violates generally binding legal regulations or these Terms of Use, is in gross and obvious conflict with good morals, threatens public order, or is capable of causing material or non-material damage to the Provider or third parties, the Provider reserves the right not to publish the content to such an extent or to delete it without further notice.

6. TICKET PURCHASE

6.1. **Authorization of the Provider.** When creating an Event, the organizer may authorise the Provider to ensure the sale and distribution of Event Tickets. The Provider sells Tickets in the following two ways: as so-called vouchers (Art. 6.3. to 6.4.) or as standard tickets on behalf of the organizer (art. 6.5. to 6.7.).

6.2. The applicable Section 6 of these Terms of Use applies mutatis mutandis to the sale of any tickets, subscriptions, contributions, fees and other similar payments within the event, marketing and HR solutions (Solutions) operated on the Platform.

TICKETS AS VOUCHERS

6.3. **Ticket character.** In this case, the ticket has the character of a voucher issued by the Provider in its own name and on its own account, which entitles the participant to request from the organizer to be allowed to participate in a certain Event. In this case, the Ticket will state the Provider as the

ticket issuer and the organizer as the organizer of the Event.

6.4. **Provider's Responsibility.** The organizer is obliged to ensure that the organizer accepts the Ticket and provides the participant with performance, i.e. to enable the participant to participate in the relevant Event. By accepting the Ticket, a direct contractual relationship is established between the participant and the organizer. In the event that the organizer does not accept the Ticket for any reason, the participant has the right to a refund of the Ticket price paid, and all claims of the participant will be settled by returning the amount.

REPRESENTATIVE OF THE ORGANIZER

6.5. **Ticket character.** In this case, the Provider ensures the sale of Tickets within the mandate relationship, i.e. on behalf of the organizer as its representative, in accordance with the provisions of these Terms of Use. In this case, the organizer will be listed on the Ticket as the issuer of the Ticket and as the organizer of the Event.

6.6. **Provider's Responsibility.** By purchasing a Ticket, the participant enters into a contractual relationship with the organizer of the Event, the content of which is the provision of a service in the form of enabling the participant's personal participation in the relevant Event for a set price of the ticket. The organizer's identification is always listed for the relevant Event. By delivering the ticket in the manner described below, the obligations of the Provider as a representative of the organizer are fulfilled.

6.7. **Refund of the entrance fee.** In the event of a complete cancellation of the Event, the Provider is entitled to refund the admission fee only in the amount and under specified conditions on the basis of the organizer's order, provided that the organizer provides adequate funds for this purpose. If this instruction to refund the admission fee is not given by the organizer, the provisions of Article 6.11 of these Terms of Use apply and the participant is therefore obliged to make claims directly against the organizer.

COMMON TO ALL TICKETING METHODS

6.8. **Content of the contract with the organizer.** These Terms of Use form an integral part of the contract between the participant and the organizer to the extent applicable. At the same time, the participant undertakes to comply with the conditions of participation in the Event set out by the organizer, including the operating instructions at the Event venue. The organizer is entitled to change the date, venue or program of the Event. It will notify the participant of this (e.g. through the Platform).

6.9. **Delivery of tickets.** If the Provider arranges for the sale of Tickets, either in any of the ways described above, the Provider shall deliver the Ticket to the participant without undue delay after payment in electronic form to the e-mail address provided by the participant (in the form of a QR code) when registering for the Event or in another way (including physically sending the Ticket) selected by the organizer and/or participant when creating the Event and/or when registering the participant for the Event.

6.10. **Payment of tickets.** Payment for Tickets is possible by credit card or bank transfer. The participant acknowledges that the payment gateway for card payments is operated by a third party other than the Provider and undertakes to familiarize themselves with the terms and conditions of the payment gateway before completing the payment.

6.11. **Responsibility for the course of the Event.** The Provider is not responsible for holding or not holding an Event, nor is he responsible for any change in the program, venue or date of the Event, nor is he responsible for the course of the Event, for any incidents that may occur at the Event, etc. Unless expressly stated otherwise, all claims related to the Event, including claims related to the breach of obligations of the organizer, including claims for a refund of the Ticket price, the participant is obliged to apply directly to the organizer.

6.12. **Participant as consumer.** If the Participant is a consumer, he/she acknowledges that pursuant to the provisions of Section 1837(j) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), he/she has no right to withdraw from a contract concluded through the Platform pursuant to the provisions of Section 1829 of the Civil Code (withdrawal from the contract within 14 days without giving reasons), given that it is a contract for the use of leisure time and the performance is provided within a specified period.

7. MOBILE APP

7.1. **Mobile app.** Users may only use the Happenee Platform through the dedicated Happenee Mobile Application (or the White Label version pursuant to Article 7.4 of these Terms of Use) created for this purpose by the Provider in the version for the Android or iOS operating system.

7.2. **Compatibility.** Users acknowledge that the Mobile Application is not custom-developed and its functionality on certain devices may be limited. The User is entitled to use the Mobile Application only on devices that are compatible (both in terms of HW and operating systems).

7.3. **Update.** Updates to the Mobile Application are made by the Provider at its discretion. Updates may include both the addition and removal of certain functions or features of the Mobile Application or may replace them altogether. The content, features and functions of the updates, as well as their frequency, are at our sole discretion.

7.4. **White Label.** Users acknowledge that there may be personalized versions of the Mobile Application with the same functionality, but a different visual appearance of the User Interface and possibly with a different name. In case of doubt as to whether it is an official version of the Mobile Application (albeit in a personalized version), the User is obliged to ask the Provider to confirm whether it is an official version of the Mobile Application.

7.5. **Author's work.** The Mobile Application is a copyrighted work within the meaning of the Copyright Act. All rights to the Mobile Application may be exercised exclusively by the Provider.

7.6. **Limited use.** The User is entitled to use the Mobile Application in accordance with these Terms of Use. By installing the Mobile Application, the User agrees to these terms of Use. Otherwise, the User is not entitled to install the Mobile Application or is obliged to uninstall it from their device without delay.

7.7. **Non-exclusive license.** For the purpose of using the Mobile Application, the User is granted a non-exclusive license without the possibility of assigning it and without the possibility of granting a sublicense. On the basis of the granted license, the User is entitled to install the Mobile Application on their device (or on a device that they are entitled to use in this way) and then use it exclusively for their own use to access and use their user account on the Platform.

7.8. **Prohibited Use.** In particular, the User is not entitled, without the prior express consent of the Provider, to:

- assign the rights to the Mobile Application or make the Mobile Application available in a manner other than that resulting from the agreed use of the Mobile Application;
- make any changes, decompiling, modifications, processing, translations or other changes to the Mobile Application software or individual computer programs or databases included or used within the Mobile Application, including for the purpose of removing program errors (the User shall report any errors directly to the Provider through the Mobile Application functions);
- use the Mobile Application to develop derivative programs.

8. PLATFORM AVAILABILITY

8.1. **No uptime guarantee.** Although the Provider strives to ensure the continuous and uninterrupted operation of the Platform, the User acknowledges that this availability is not guaranteed by the Provider.

8.2. **Shutdowns and maintenance.** In particular, the Provider reserves the right to temporarily limit the availability of the Platform due to pre-planned downtime, maintenance or due to technical changes to the Platform.

8.3. **Information about the outage.** In the event that the Platform is unavailable due to a planned outage, the Provider will make reasonable efforts to inform the User of the outage in advance. In any case, regardless of whether the User has been informed in advance or not, the Provider shall not be liable for any damage incurred by the User as a result of the unavailability of the Platform.

8.4. **Force majeure.** Without prejudice to the above, the Provider is also not obliged to ensure the availability of the Platform if it is temporarily or permanently prevented from doing so by force majeure - an event or circumstance that is extraordinary, unforeseeable and cannot be avoided by usual means and with due care and that occurred independently of the will of the Provider; such an event is, inter alia, a serious hacker attack.

8.5. **Data backup.** The User undertakes to make regular backups of their data and data uploaded to the Platform, at a frequency appropriate to the importance of the taxes in question.

9. LIMITATION OF PROVIDER'S LIABILITY

9.1. **Platform status.** The Provider has created and operates the Platform with an appropriate level of expertise and care. Notwithstanding the above, however, the Platform is provided to Users "as is" and without any guarantee of availability. The User therefore expressly disclaims any warranties, express or implied, relating to the use of the Platform.

9.2. **Liability for damages.** Under no circumstances shall the Provider be liable for any direct, indirect, special, consequential, punitive or any other damages and costs, including, but not

limited to, loss of profits, loss of income or loss of business opportunity, arising out of or in connection with access to and use of, or inability to access and use, the Platform. To the fullest extent permitted under any applicable law, the User hereby waives any claims for damages that you may have against the Provider in connection with the use of the Platform or the inability to use it.

9.3. **Alternative Limitation of Liability.** If the foregoing limitations of warranties and liability are found to be invalid or ineffective or otherwise unenforceable, the User agrees that the Provider's total liability for any claims arising out of or relating to these Terms of Use is limited to the fullest extent permitted by applicable law.

9.4. **Specific cases of liability for damages.** In particular, the Parties expressly agree that the Provider shall not be liable for:

- the content of the data entered by the User when using the Platform;
- any infringements of the rights of third parties (in particular moral rights and copyright) committed by the User in connection with the entry of data when using the Platform and sharing them;
- impaired availability of the Platform, malfunctions of the Platform, cancellation of the Platform, occurrence of errors in the functioning of the Platform, loss of stored data and information, or other facts related to the use of the Platform.

9.5. **No other warranties.** Except as provided in these Terms of Use, the Platform is provided for use without any other warranties.

9.6. **Web app and mobile app. What is stated above in this Article 9 about the Platform also applies in its entirety to the Mobile Application and the Web Application.**

10. RIGHT OF WITHDRAWAL

10.1. **Consumer.** The User, who is a consumer, has the right under the law to withdraw from the contract without giving a reason within fourteen (14) days from the date of conclusion of the contract. The right of withdrawal does not apply to contracts relating to the provision of a service if the provision has been commenced with the consumer's express consent and the consumer has declared that he has been duly instructed that by expressing this consent he loses the right of withdrawal after the service has been fully provided, and the service has been provided in full.

10.2. **Waiver.** The User hereby expressly requests that the Provider in any case immediately perform the agreed relevant services, i.e. that the User can immediately start using the Platform. In this context, the User acknowledges that he/she will not have the right to withdraw from the Agreement.

11. COMMUNICATION

11.1. **Communication with the Provider.** The User may contact the Provider electronically through the tools available on the Platform. The message is delivered at the moment when its delivery is confirmed by the Provider.

11.2. **Communication with the User.** The Provider addresses messages intended for the User to the User's e-mail address and/or telephone number or sends the User a notification available after logging in to the Platform.

12. FINAL ARRANGEMENTS

12.1. **Changing the Terms of Use.** The provisions of these Terms of Use may be unilaterally amended by the Provider from time to time in order to improve the quality of services, in particular in connection with the development and expansion of the Platform's functions. Users will be informed of these changes and the terms and conditions will be published in the new version on the Website.

12.2. **Change of the Provider.** The User agrees with any change in the person of the Provider. In the event of a change in the person of the Provider, the User will always be notified of this fact.

12.3. **Update.** The Provider is entitled, but not obliged, to continuously update and expand the Platform with new elements and features. **The Provider is also entitled to terminate the operation of the Platform at any time, in which case it is not a breach of these Terms of Use.**

12.4. **Governing Law.** The rights and obligations not regulated in these Terms of Use are governed by the law of the Czech Republic, in particular by the relevant provisions of the Civil Code and the Copyright Act. If you are a consumer, this agreement on the choice of law does not deprive you of the protection provided to you by the provisions of the law that would apply to these Terms of Use and the use of the Platform (in the absence of a choice of law) in accordance with Article 6 (1) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), to the extent that they cannot be derogated from by contract.

12.5. **Dispute resolution.** Disputes between the Provider and the Users that arise in connection with the use of the Happenee Platform, the Website or the Mobile Application shall be finally resolved by the general courts of the Czech Republic, specifically by the District Court for Prague 9, and where regional courts decide in the first instance, by the Municipal Court in Prague.

12.6. **Disputes with consumers.** Out-of-court settlement of complaints of Users – consumers is ensured by the Provider via the e-mail address of info@happenee.com. The Provider shall send information about the settlement of the User's complaint to the User's e-mail address.

12.7. **Codes of conduct.** The Provider is not bound by any codes of conduct in relation to the User within the meaning of Section 1826 (1) (e) of the Civil Code.

12.8. **Modification of the Terms of Use.** The Provider is entitled to unilaterally amend or amend these Terms of Use or other terms and conditions that apply to the use of the Platform (e.g. the Privacy Policy), and if it does so, it will inform the User of such changes or additions in advance

12.9. These Terms of Use become effective on August 19, 2024
